



PALMDALE

a place to call home

**CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, OCTOBER 18, 2023
5:00 PM
www.cityofpalmdale.org**

WELCOME

1. CALL MEETING TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4. PRESENTATION

4.1 Update on Public Works.
[CC - Public Works PPT.pdf](#)

5. PUBLIC COMMENT RULES:

“(California Government Code Section 54954.3).

(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

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

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

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of three (3) minutes on the entirety of the Consent Calendar, Appointment, and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

6. PUBLIC COMMENTS:

CONSENT CALENDAR, APPOINTMENT, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar, Appointment, and Closed Session. Each speaker is allotted three (3) minutes total on the entirety of the above sections.

7. CONSENT CALENDAR

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

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

7.2 Adopt Resolution No. CC 2023-062, a Resolution of the City Council of the City of Palmdale of intention to annex territory to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), authorizing the levy of special taxes therein and submitting levy of the special taxes to qualified electors; and Adopt Resolution No. CC 2023-061, a Resolution of the City Council of the City of Palmdale of consideration to alter the Rate and Method of Special Tax for the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch).

[1. _Staff_Report_Amendment_to_CFD_93-1_Revised_for_October_18_\(1\).docx](#)

[2. Reso 2023-062 IntentAnnex J19240.docx](#)

[3. Reso 2023-061 ConsiderAlterRMA J19251.docx](#)

- 7.3 Approve Agreement for Legal Services between the City of Palmdale and Kane, Ballmer & Berkman, LLC for a not-to-exceed amount of \$350,000 for a term of three (3) years.
[SR - Kane_Ballmer__Berkman_LLC_A-8570_-_10182023 \(1\).docx](#)
[Kane, Ballmer & Berkman, LLC \(A-8570\).pdf](#)
- 7.4 Accept grant provided by Antelope Valley Air Quality Management District (AVAQMD) in the amount of \$233,506 and approve agreement with Electric Vehicle Charging Stations (EVCS) for purchase and installation of charging stations in the amount of \$233,506.
[SR - Acceptance of AVAQMD Grant Final.docx](#)
[Palmdale McAdam Park Proj_Agmt \(2\).pdf](#)
[Palmdale McAdam Park Project_SOW\(1\).pdf](#)
[SHA McAdam Park - Final\(1\).pdf](#)
- 7.5 Adopt Resolution No. CC 2023-063, a Resolution of the City Council of the City of Palmdale authorizing the Director of Public Works to apply for and receive grant funds from the Department of Resources Recycling and Recovery (CALRECYCLE).
[SR_-_CalRecycle_Grant_Resolution_No._CC_2023-063.docx](#)
[Resolution No. CC 2023-063 - CalRecycle Grants.doc](#)
- 7.6 Approve the Memorandum of Understanding (MOU) agreement between the City of Palmdale and California High-Speed Rail Authority.
[Staff_Report_CHSRA_MOU_10-18-23.docx](#)
[CAHSR Palmdale Partnership MOU Authority Final 10.2.23.docx](#)
[MOU Exhibit A.pdf](#)
- 7.7 Award construction agreement with Comet Electric, Inc. for PN 849, The Rancho Vista Boulevard at Armfield Avenue Traffic Signal Upgrade Project, in the amount of \$733,131 for a term of 60 working days from the date of the Notice to Proceed.
[PN 849 Staff report final.docx](#)
[Draft Agreement - PN 849 Comet Electric Inc. \(A-8447\).pdf](#)
- 7.8 Approve Requisition No. 00240393 for Purchase Order with SiteOne Landscape Supply, LLC for landscape aggregate, boulders, and materials in an amount not to exceed \$137,000 for FY2023-24.
[SR_Approve_Requisition_00240393_SiteOne_Landscape_PO_v02.docx](#)
[1. Requisition 00240393 SiteOne Landscape Supply.pdf](#)
- 7.9 Adopt Resolution No. CC 2023-066, a Resolution of the City Council of the City of Palmdale extending the Director of Emergency Services' Proclamation of a Local Emergency resulting from Tropical Storm Hilary.

[Staff_Report_Resolution_No._CC_2023_066_ee \(1\).docx](#)
[Resolution 2023 066.docx](#)

- 7.10 Approve the minutes from the previous meetings.

CC - July 31, 2023 Joint Palmdale/Lancaster

CC - August 28, 2023

CC/SA - October 4, 2023

[07-31-23 Joint Palmdale-Lancaster Minutes.pdf](#)

[CC Mins 08 28 2023 5PM.pdf](#)

[CC SA Mins 10 04 2023 5PM.pdf](#)

8. APPOINTMENT

- 8.1 City Council Nomination and Appointment of one (1) Member to the Board of Library Trustees.

[StaffReport_LB_Appointment_2023.docx](#)

[Stephanie Orellana.pdf](#)

[Ronald Chatters III_Palmdale Library Board of Trustee Application redacted.pdf](#)

9. PUBLIC HEARING

- 9.1 Approve a service agreement for a lighting fixture retrofit project with Crosstown Electrical & Data, Inc. in the amount of \$285,000 for a term of one year.

PUBLIC COMMENTS: Now is the time for public participation on this item.

Each speaker is allotted two (2) minutes.

[SR_-_Pelona_Vista_Park-n-Ride_Retrofit_4217_Final__2_.docx](#)

[Agreement No 8522.pdf](#)

- 9.2 Approve Amendment No. 1 to the design-build agreement with Schneider Electric for added energy project services for \$6,172,270.

PUBLIC COMMENTS: Now is the time for public participation on this item.

Each speaker is allotted two (2) minutes.

[SR_-_Schneider_Electric_-_Amendment_1_final__2_.docx](#)

[Amendment to Agreement - Schneider Electric\(A-8161\) Amendment # - 03-29-2023 - Preview \(5\).pdf](#)

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

11. CITY COUNCIL ANNOUNCEMENTS AND REQUESTS

12. CITY MANAGER'S REPORT

13. PRESENTATION BY CITY ATTORNEY

13.1 PUBLIC EMPLOYMENT

Title: City Attorney

14. ANNOUNCEMENT BY CITY ATTORNEY

15. ADJOURN meeting to November 1, 2023 at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations

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

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



Public Works Building & Maintaining Value In Our Community

Office Locations



Public Works Main Office:
38250 Sierra Highway
Palmdale, CA 93550
661/ 267-5300

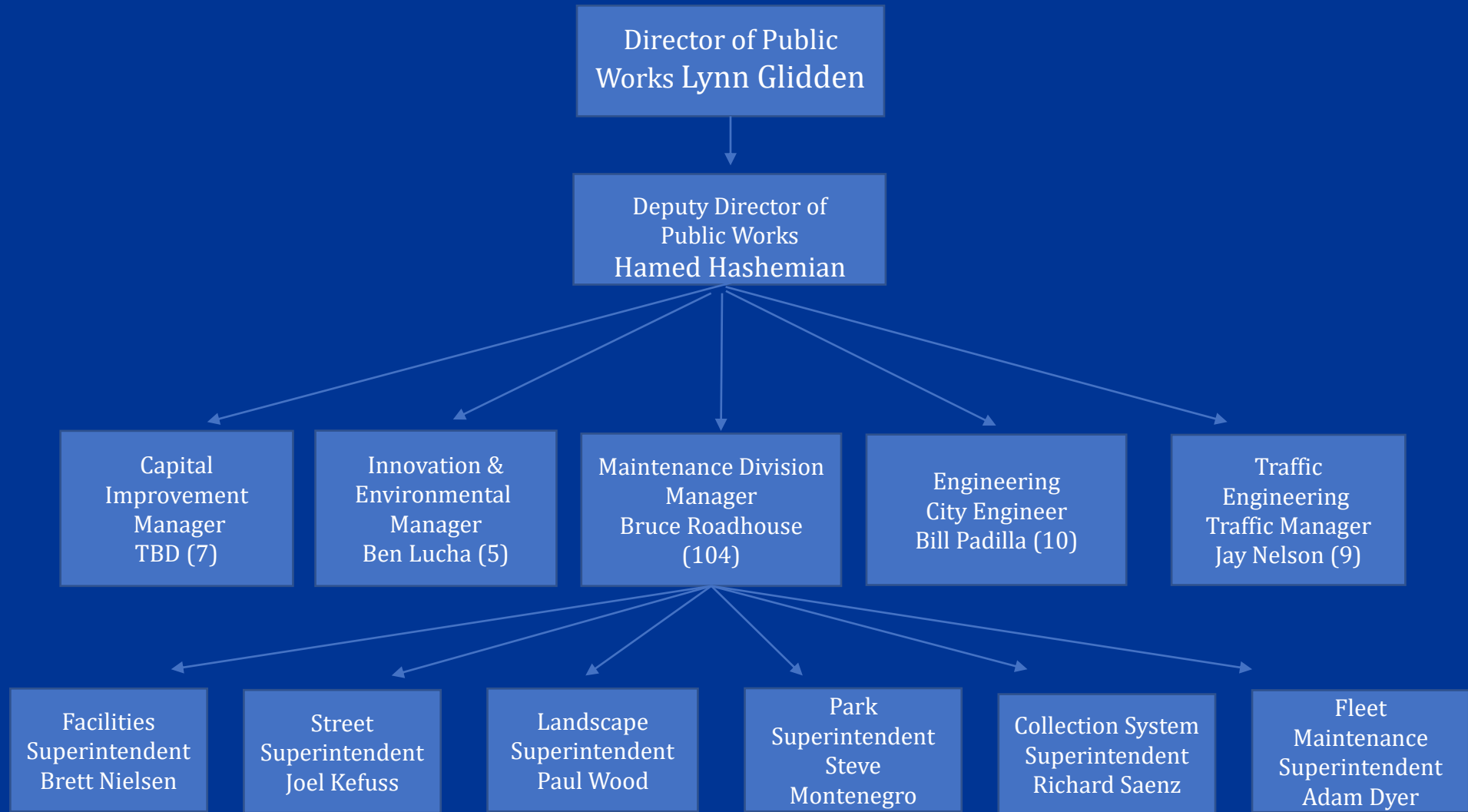


Public Works Maintenance Office:
39110 3rd Street East
Palmdale, CA 93550
661/ 267-5338

Lynn Glidden, Director of Public Works

Public Works

- ✓ Develop & Implement City Capital Projects
 - ✓ Transportation Planning & Special Projects (High Speed Rail)
 - ✓ Water Resource Management (Recycled Water & Storm Water)
 - ✓ Oversee Utilities – City Sewers, Storm Drains & Street Lights
- ✓ Maintain City assets such as: Facilities, Streets, Landscape, Fleet & Sewers
 - ✓ Coordinate with AVTA to provide Transit Services
- ✓ Manage the City's Solid Waste and Recycling Contract with Waste Mgmt.
- ✓ Review and impose requirements and provide construction inspection on new land development
 - ✓ Developing a comprehensive Asset Management System (Lucity) with mapping abilities





CAPITAL IMPROVEMENT PROGRAM (CIP)



WHAT DO WE DO?



1. DEVELOP

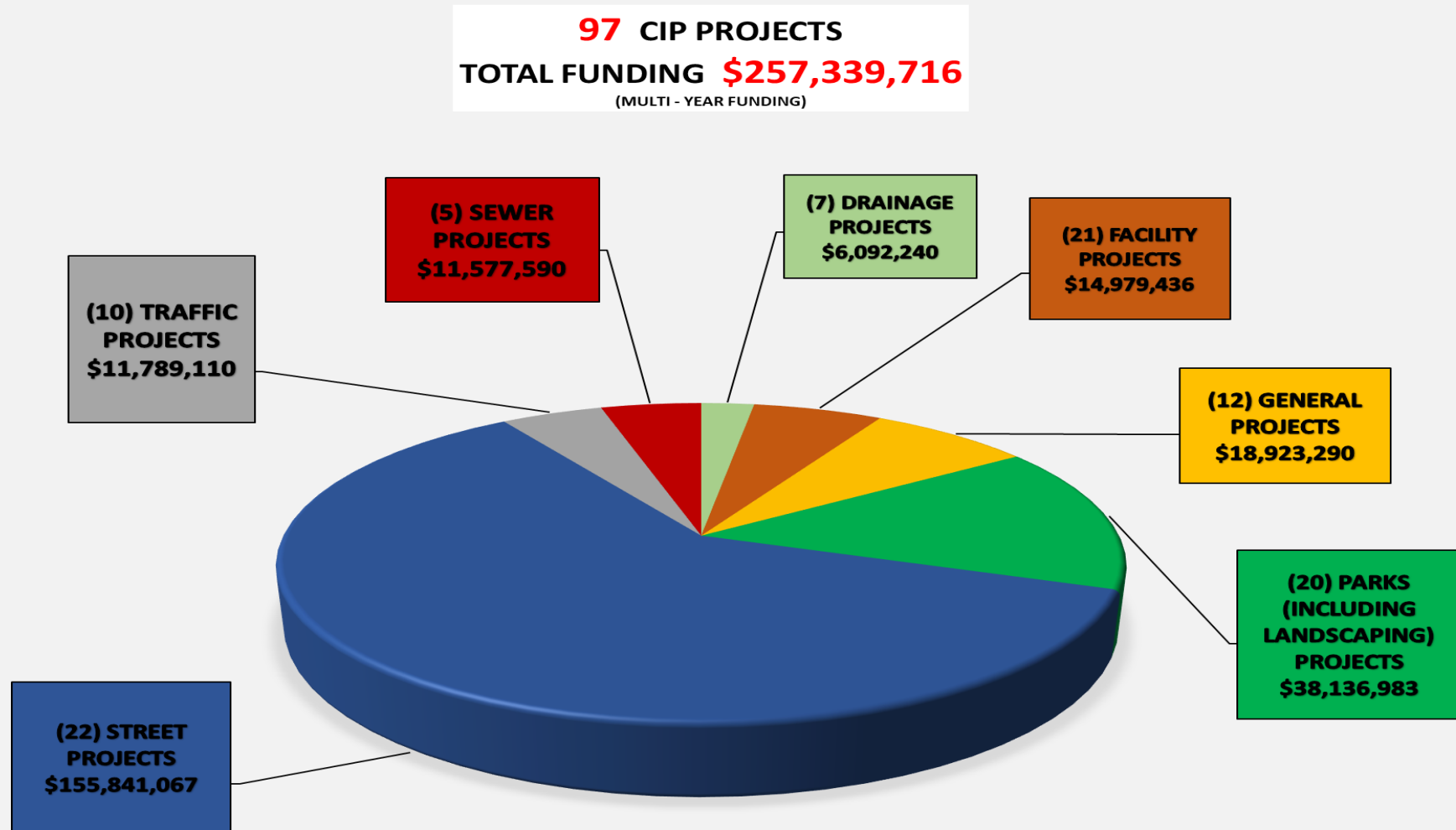


2. IMPLEMENT

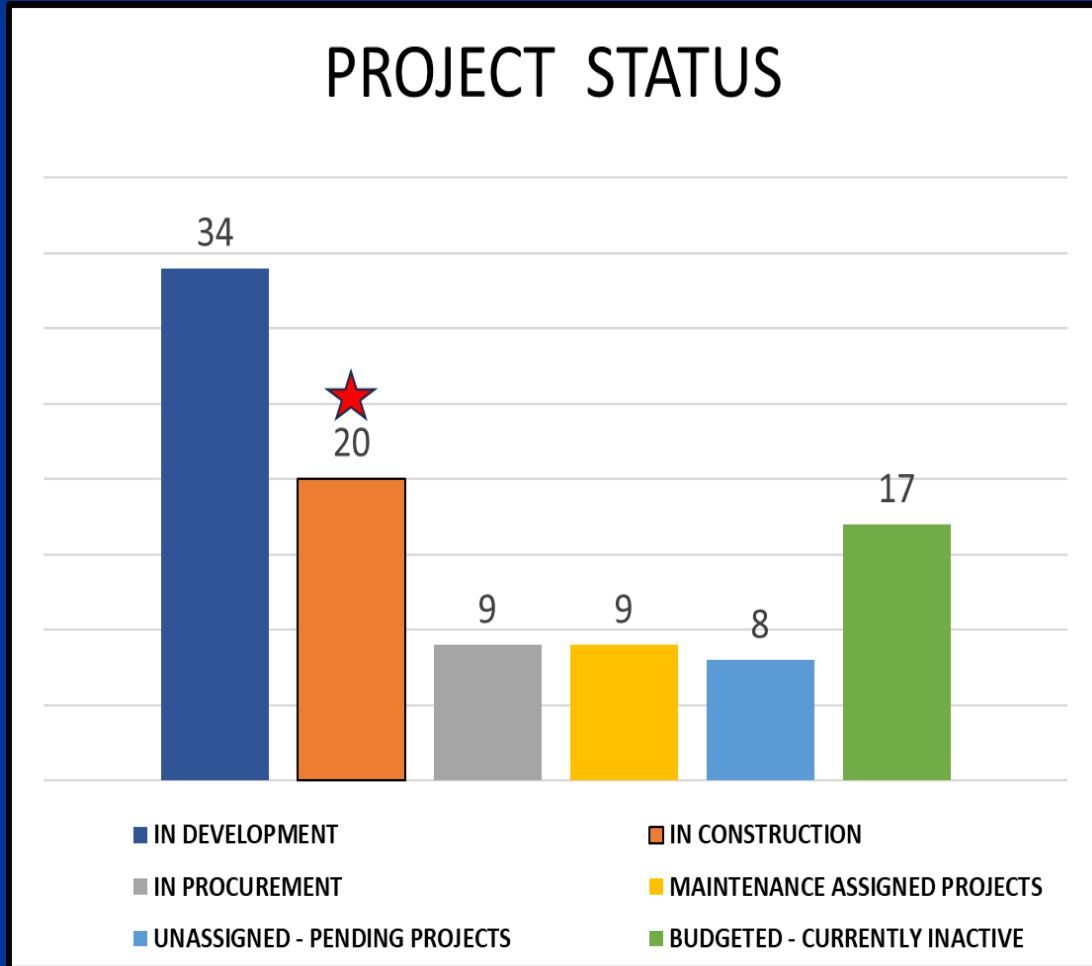


3. MANAGE

Capital Improvement Project Budget



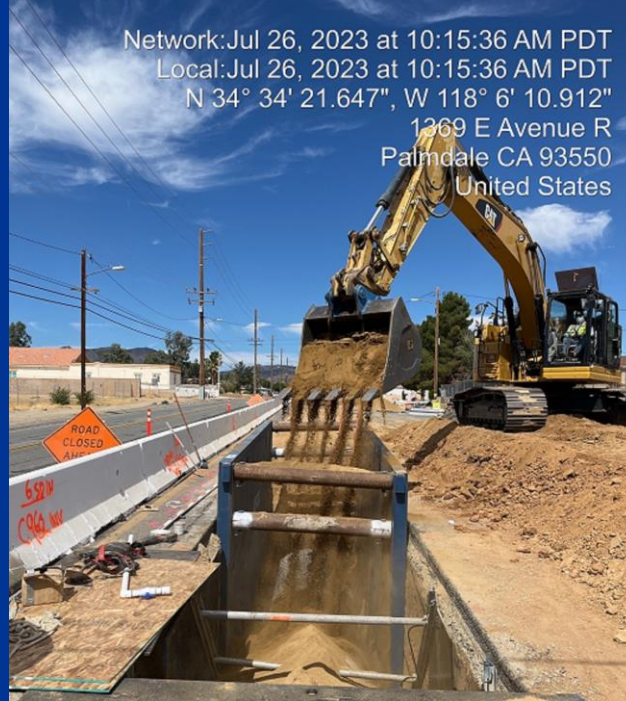
Capital Improvement Projects



20 PROJECTS
UNDER CONSTRUCTION

Public Works Administrative staff of 2 full-time & 2.5 part-time employees provides support to 5 divisions including CIP, Innovation and Environmental, Maintenance, Engineering, and Traffic Engineering.

MANAGEMENT OF PROJECTS	# OF PROJECTS
Director of Public Works	4
Deputy of Public Works	7
CIP Manager	tbd
(5) Project Managers	48
Maintenance assigned projects	4
Unassigned Projects	11
Budgeted Projects - Inactive	20
*Outside Consultants	3
Total CIP Projects	97



Capital Improvement Projects In Progress



- Yellen Park Phase II
- Avenue R Complete Streets
- Civic Center Complete Streets

Capital Improvement Projects Completed

- Courtney's Playground
- Rancho Vista Park
- Avenue R & 45th Signal
- Sewer Manhole Replacement





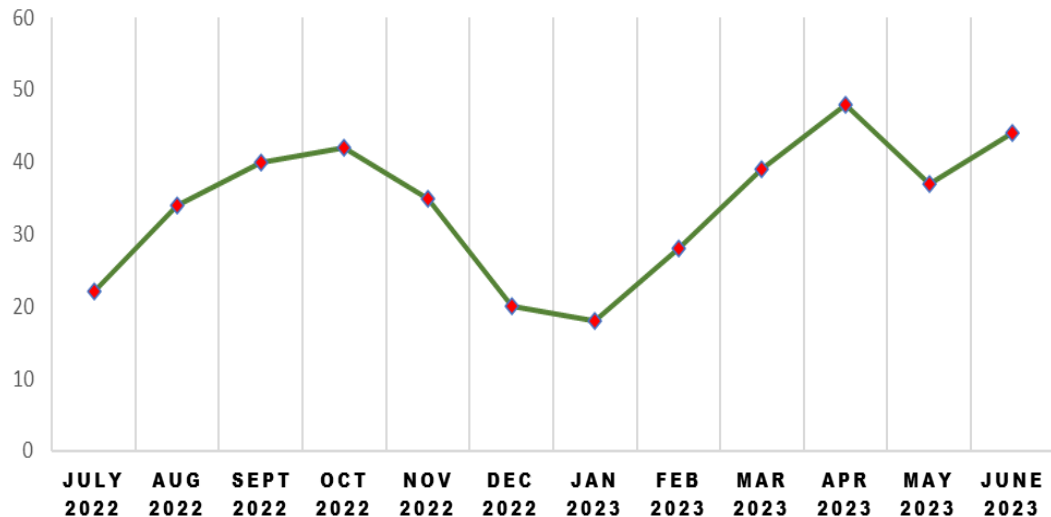
ENGINEERING & TRAFFIC SIGNALS



ENGINEERING/TRAFFIC DIVISION

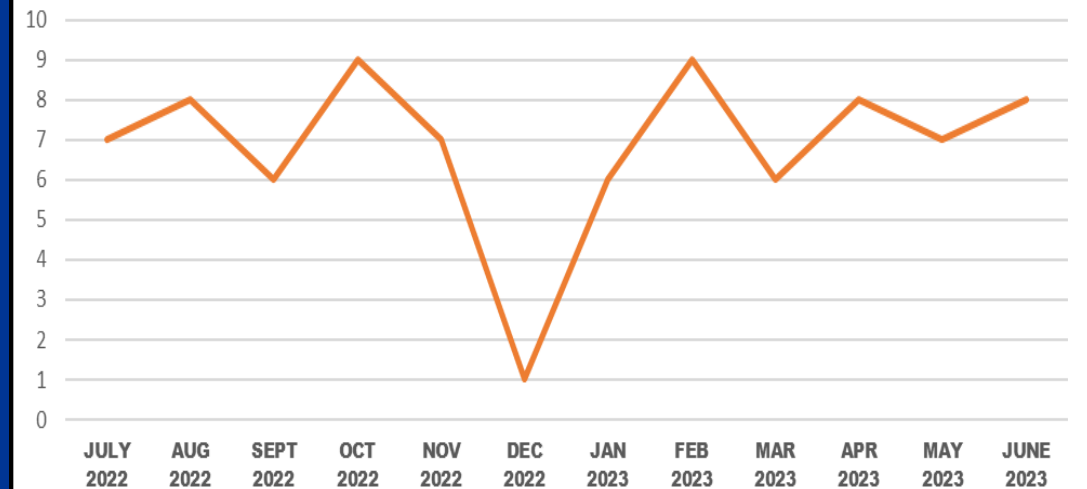
- REVIEW OF PROJECTS: ENTITLEMENTS, CIVIL PLANS, & CONSTRUCTION
- CREATION OF ASSESSMENT DISTRICTS
- ISSUANCE OF CONSTRUCTION PERMITS
- PROVIDE CONSTRUCTION INSPECTIONS

**407 CIVIL PLAN SUBMITTAL/
RESUBMITTALS REVIEWED
FY 2022-23**

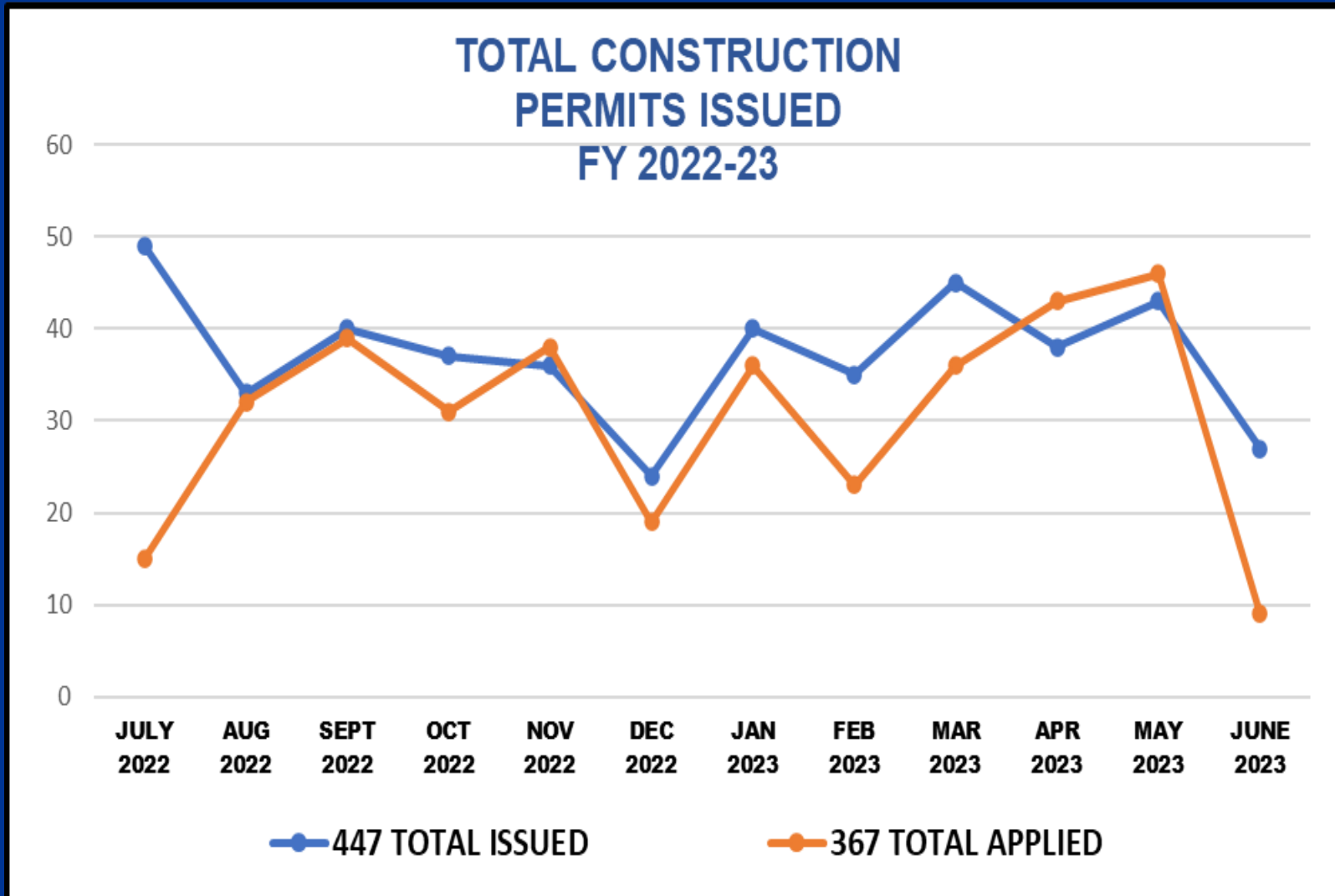


**PROJECTS REVIEWED (DAB)
FY 2022-23**

82 CASES SUBMITTED/6 ACCEPTED



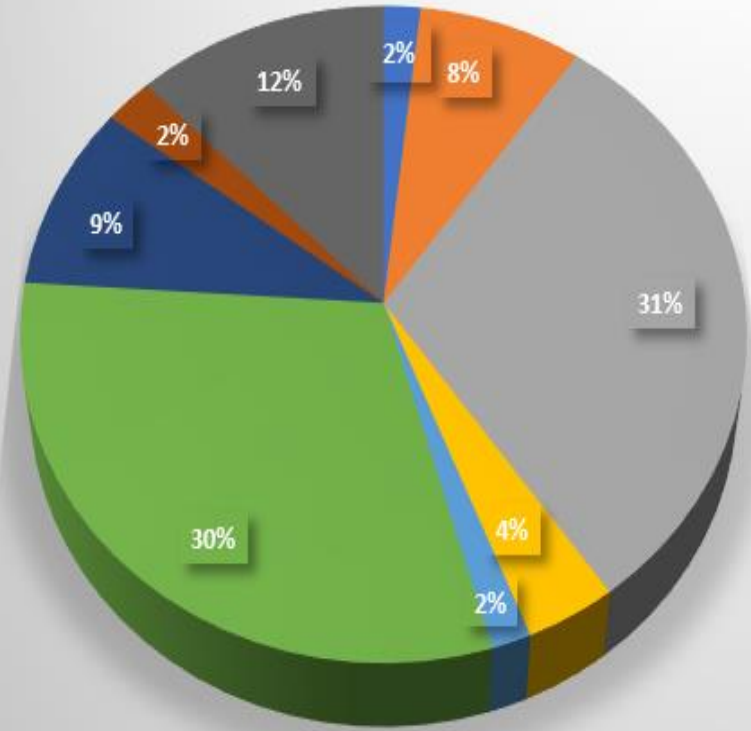
ENGINEERING PERMITS



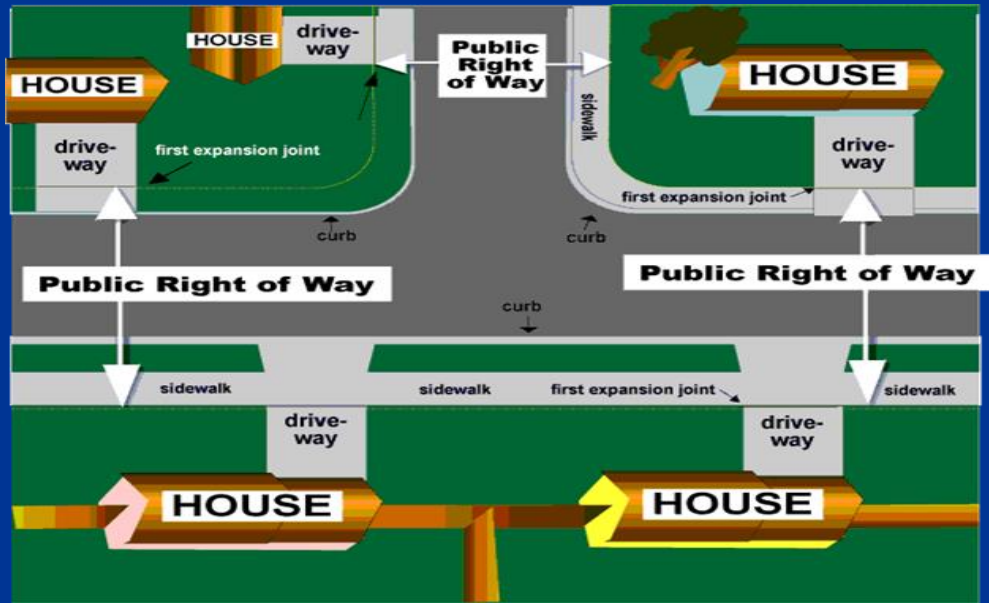
ENGINEERING FEES

TOTAL ENGINEERING REVENUE RECEIVED

FY 2022-2023 - **\$2,605,060.63**

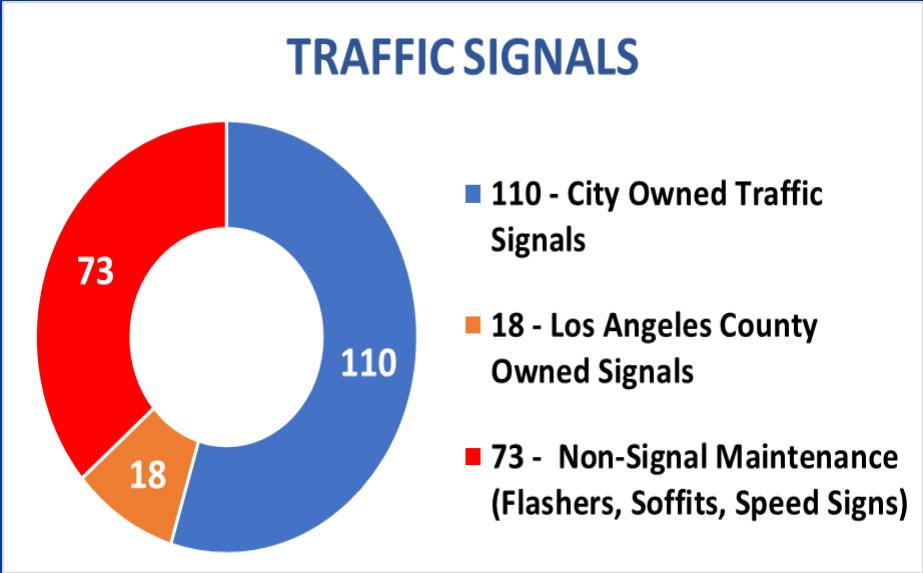


- CONSTRUCTION PERMITS - \$46,890.00
- REAL PROPERTY REVIEW/FINAL MAP - \$207,576.82
- IMPROVEMENT PLAN REVIEW - \$793,719.54
- ENGINEERING STUDY REVIEW - \$97,095.90
- BOND PROCESSING FEES - \$42,275.30
- PW INSPECTIONS - \$792,312.31
- TRAFFIC DIV. PLAN REVIEW - \$242,302.28
- TRAFFIC INSPECTIONS - \$61,055.00
- GIS FEES COLLECTED - \$321,833.48



TRAFFIC SIGNAL & STREETLIGHT MAINTENANCE

DESIGN, OPERATE, MAINTAIN, AND
COORDINATE THE TRAFFIC SIGNAL SYSTEM.



STREETLIGHTS IN THE CITY	TOTAL #
Streetlight Poles	17,900
Freeway and Rail Overpass Streetlight Locations	7





INNOVATION & ENVIRONMENTAL



INNOVATION & ENVIRONMENTAL DIVISION

- **STAFF OF 5 EMPLOYEES**
- **Monitors the City's environmental compliance efforts**
- **Solid waste and recycling programs**
- **Community Outreach & Outside Agency Coordination**
- **Air quality programs**
- **Energy conservation and efficiency programs**
 - **EV Charging Stations**
 - **Wireless Communications**
 - **Illegal dumping program**
 - **EPIC energy programs**
 - **City Fiber**



SOLID WASTE & RECYCLING PROGRAMS

WHAT THIS MEANS FOR YOU AS A RESIDENT

Residents are required to separate their food waste and yard waste and place it into their ORGANICS container.

Cart Color
Transition



RECYCLE



TRASH



ORGANIC

COMMUNITY OUTREACH & OUTSIDE AGENCY COORDINATION



Receive a **FREE** kitchen counter food pail for attending!

SB 1383 WORKSHOP

Saturday, September 30 | 9:30 AM- 12:30 PM
Legacy Commons, 930 East Avenue Q-9

1. Start planning and preparing for the changes.
2. Familiarize yourself with new regulations and requirements.
3. Find out details regarding upcoming enforcement.

*Kitchen counter food pails are for City of Palmdale Residents only.

Register Now



Scan Me

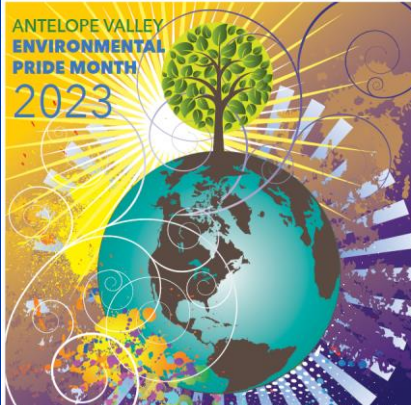
CITY OF PALMDALE **WM**

www.cityofpalmdaleca.gov/SB1383

For more information, please contact Innovation & Environmental division at 661/267-5300 or envirotech@cityofpalmdale.



ANTELOPE VALLEY ENVIRONMENTAL PRIDE MONTH 2023



GO GREEN IN THE AV

YOUR GUIDE TO **FREE** AND **CONVENIENT** SERVICES

SPONSORED BY:

- Los Angeles County Supervisor Kathryn Barger
- City of Palmdale
- CalRecycle
- Antelope Valley Regional Dumping Task Force
- Los Angeles County Public Works



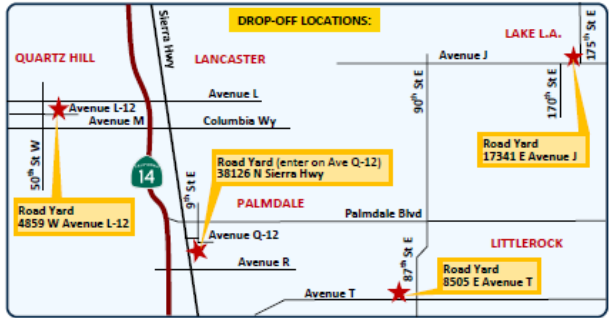
FREE TIRE COLLECTION EVENT



Bring your scrap tires to our **FREE** collection event.

Saturday, October 21, 2023 | 9 a.m. - 2 p.m.
(subject to close early when tire bins are full)

RESTRICTIONS: Open to Los Angeles County residents. Transporting 10 or more tires each trip requires a tire transport form. Contact the Department of Public Health at (626) 430-5540 to obtain the form a week in advance. Rims will be accepted. Tires from businesses and tractor-sized tires will not be accepted.



DROP-OFF LOCATIONS:

- QUARTZ HILL: Road Yard 4859 W Avenue L-12
- PALMDALE: Road Yard (enter on Ave Q-12) 38126 N Sierra Hwy
- LANCASTER: Road Yard 17341 E Avenue J
- LITTLE ROCK: Road Yard 8505 E Avenue T

Recycling tires is easy, free and good for the community!
CleanLA.com (888) CLEAN LA



COVID-19 PRECAUTIONS:

Do not attend if you have:

- Any Covid-19 symptoms
- Tested positive for COVID-19
- Been asked to quarantine or isolate

Wear a mask if you have:

- Had recent close contact with someone with COVID-19
- Tested positive for COVID-19 but are able to end isolation

Stay in your vehicle

EV CHARGING STATIONS

All new vehicles sold in California by 2035 are to be electric or plug-in hybrid electric (PHEVs).

Location	Type
Oasis Park	4 - Level 2
Civic Center	2 - Level 2* 1 - DC Fast*
Ave S Park and Ride	4 – DC Fast
PTC	12 – Level 2
Rancho Vista Park	1 – Level 2
McAdam Park	12 – Level 2 – COMING SOON

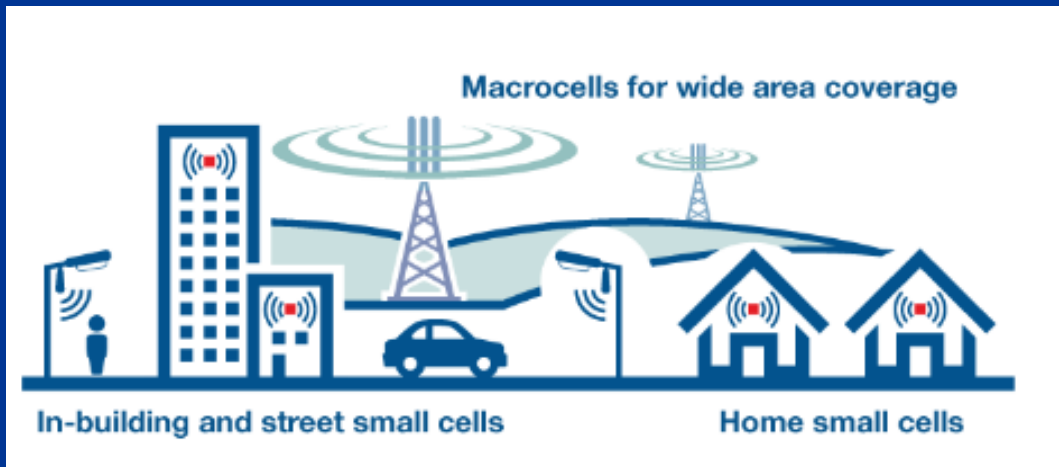


Full Charge Example – Chevy Bolt (60kw) Time of Charge by Charger Lvl

Level 1	Level 2	Level 3 - DCFC
16-20 hrs	4-8 hrs	30 min - 1.15 hrs



WIRELESS COMMUNICATIONS FACILITIES



There are 13 active sites and 2 inactive sites.



ILLEGAL DUMPING

Action Plan & Clean Up Events



PALMDALE: CLEAN CA

COMMUNITY DAY

Saturday, March 25, 8:30 am-12:30 pm
Avenue O between 10th St. West and Division St.

Sign up to volunteer at
<https://signup.com/go/VmXBFrr>

This activity is for volunteers older than 10 yrs of age. All volunteers under 18 years old must always be accompanied by an adult. Please dress in layers and wear clothes you don't mind getting dirty. Work boots or high-top tennis shoes are highly recommended. Please, no open-toe shoes for this activity. We will provide work gloves, masks, and sunblock. Masks are recommended because of the possibility of having lots of dust in the air while doing the clean-up. We recommend that all volunteers pace themselves based on their physical abilities.



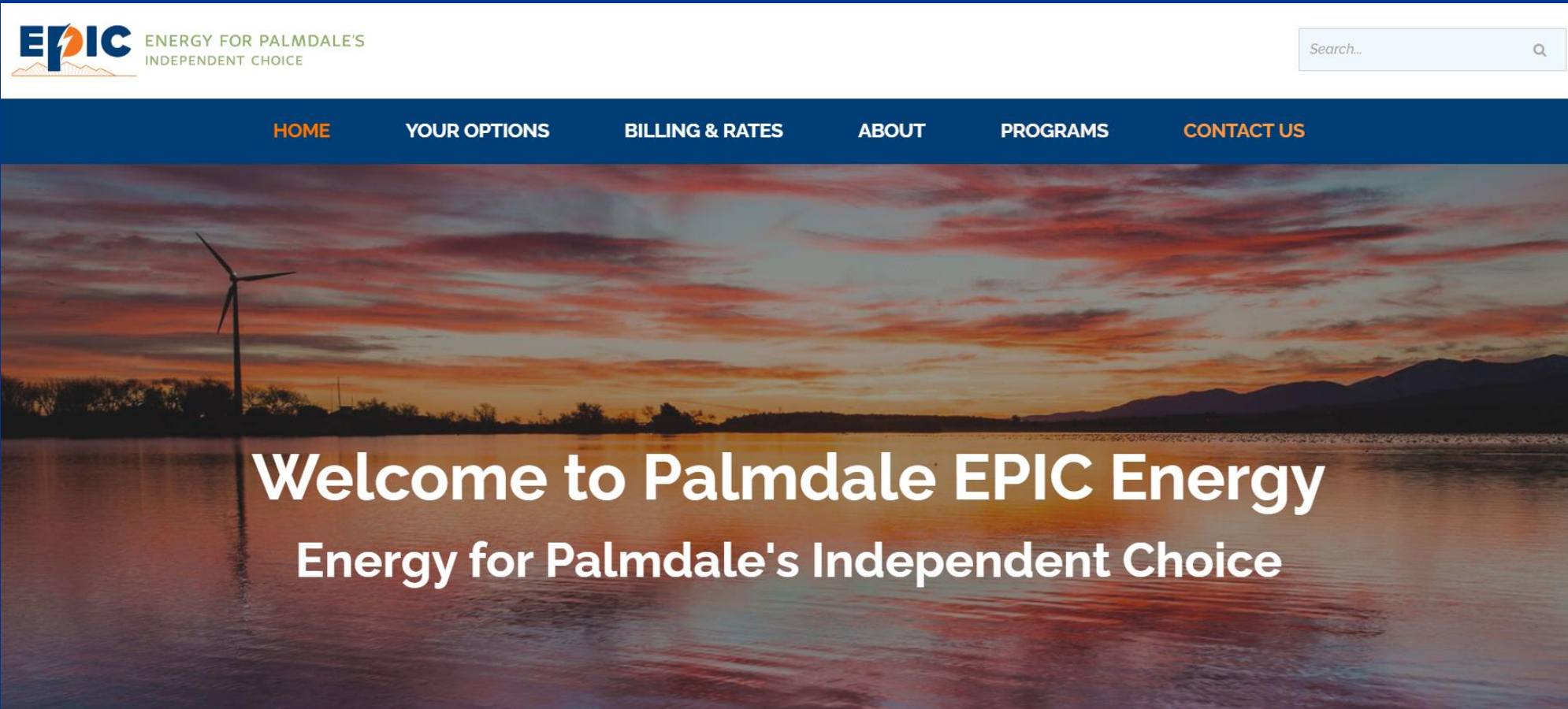
 CITY OF PALMDALE

 Palmdale Engaged



EPIC – ENERGY FOR PALMDALE'S INDEPENDENT CHOICE

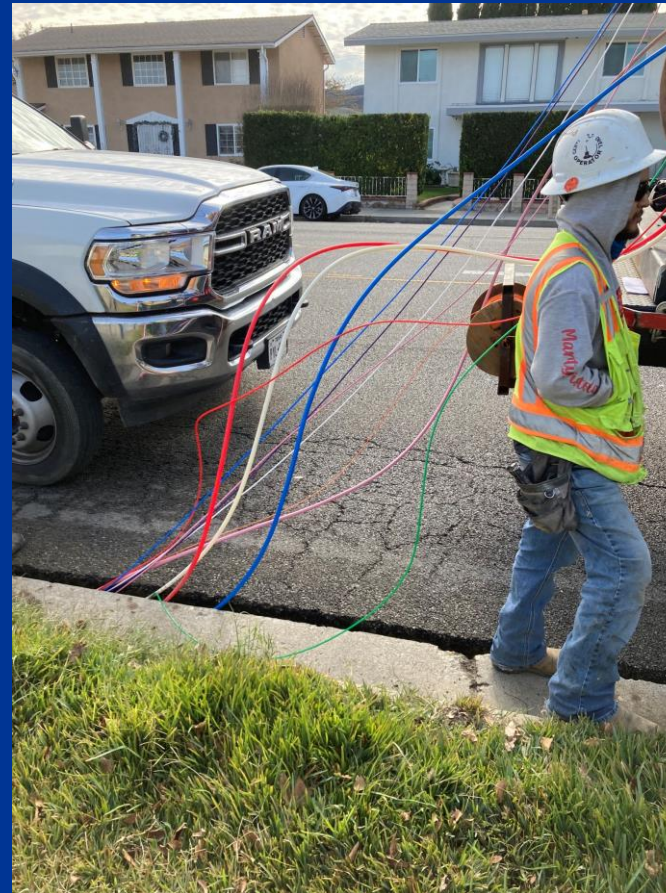
Over 90% participation rate and 5 programs in place.



CITY FIBER



- Staff is working with Asset Management to create a live map to track fiber deployment progress.
- SiFi – East Palmdale
- Approximately 23,157 linear feet of micro trenching have been completed to date which is about 4% complete.
- Staff will coordinate a launch of service event for 2nd quarter of 2024.
- Race Communications – West Palmdale and East Palmdale
- Race has been meeting with staff and working on their first submittal.



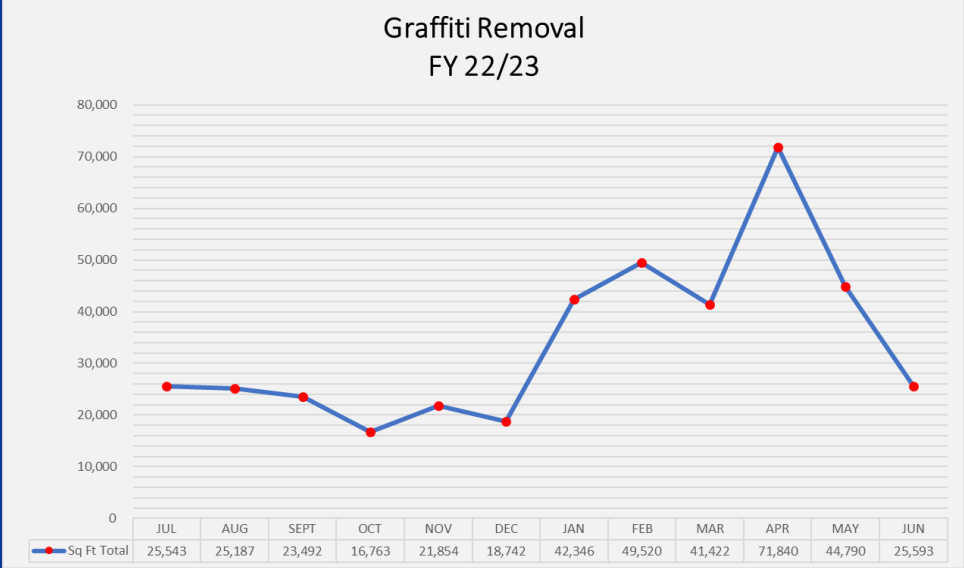
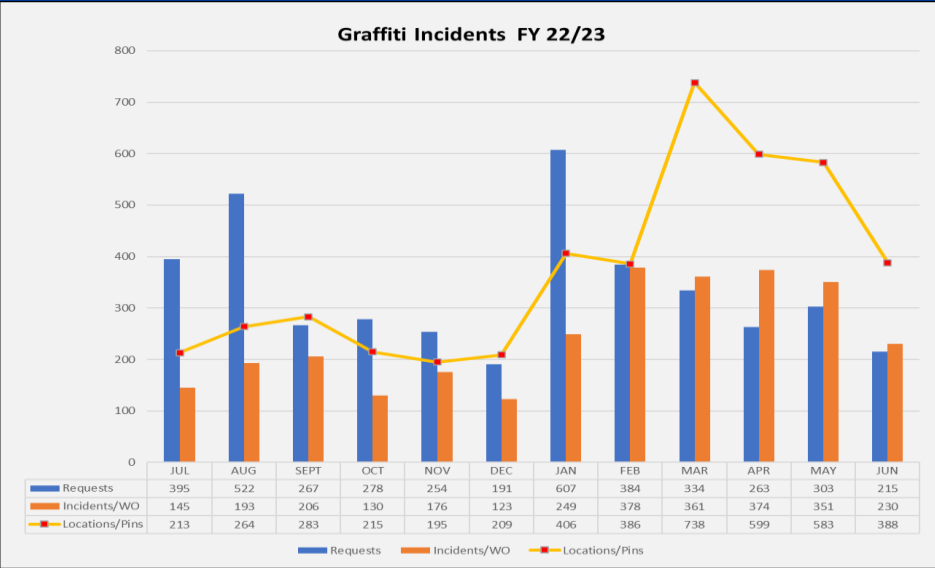
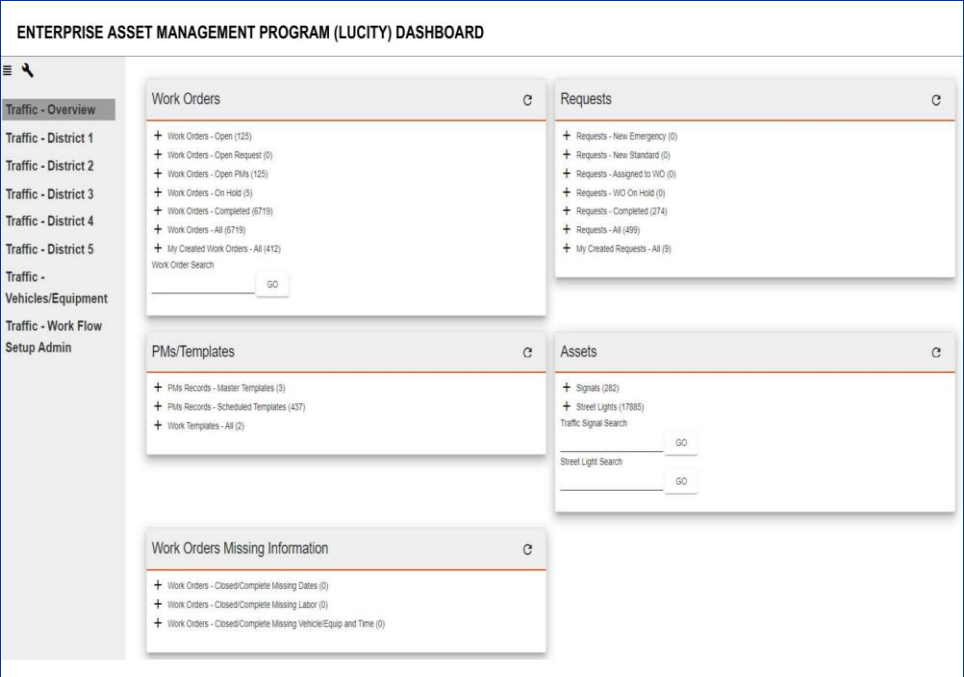


MAINTENANCE DIVISION



ADMINISTRATION

- STAFF OF 6 EMPLOYEES
- Administrative support responsibilities:
 - Process Service Requests
 - Work Order reporting
 - Contract & Budget management
- Graffiti/vandalism & illegal dumping tracking
- Maintain Asset Management Program (Lucity)



Maintenance Division

FACILITY MAINTENANCE

- **STAFF OF 12 EMPLOYEES**
- **Duties on all city owned buildings**
 - Heating and Air Conditioning
 - Electrical and Plumbing Systems
 - Stationary Equipment
 - Carpentry
 - Locksmithing
 - Security Alarm Systems
 - Fire & Life safety systems
 - Lighting-Buidling exterior/interior, Sports field, pathway & parking lots
 - Pools/Drytown Water Park
- **Custodial services for City facilities**
- **Special projects and events**
- **Vandalism repairs on City facilities**



Maintenance Division

FACILITY MAINTENANCE

Duties	Total
Buildings Maintained & Repaired	68
Building Area Maintained (SF)	520,000
Facilities with Custodial Services	48
Swimming Pools Maintained	4
Waterpark Maintained	1



LANDSCAPE MAINTENANCE

Landscape Assessment Districts and General Benefit Landscape

- **STAFF OF 17.5 EMPLOYEES**
- **Duties include:**
 - Manage multiple major service contracts
 - Turf, irrigations and planter maintenance
 - Homeless encampment clean-up
 - Water conservation management
 - Maintain and repair multi-use trails
 - Landscape renovations
 - Manage Landscape Assessment Districts (LAD's)
 - Illegal dumping removal
 - Graffiti abatement
 - Trim trees through city medians, parks, right of way
 - Assess & repair vandalism
 - Traffic accident infrastructure repairs
 - Fence and gate repairs and replacements



LANDSCAPE MAINTENANCE

Landscape Assessment Districts and General Benefit Landscape

Landscape Statistics	Units
Landscape Districts	245
General Benefit Landscape	57
Landscaped Areas (acres)	482
Trees maintained	15,770
Drainage Basins	285
Nature Trails (miles)	6
Electric Meter Pedestals	479
Irrigation Controllers	446
Backflow Prevention Devices	474
Irrigation Booster Pumps	27
Drainage Basin Pump Stations	14
Weather Stations	3





Aug 9, 2023 at 8:37:52

May 30, 2023 at 10:32:33



Apr 17, 2023 at 8:14:00

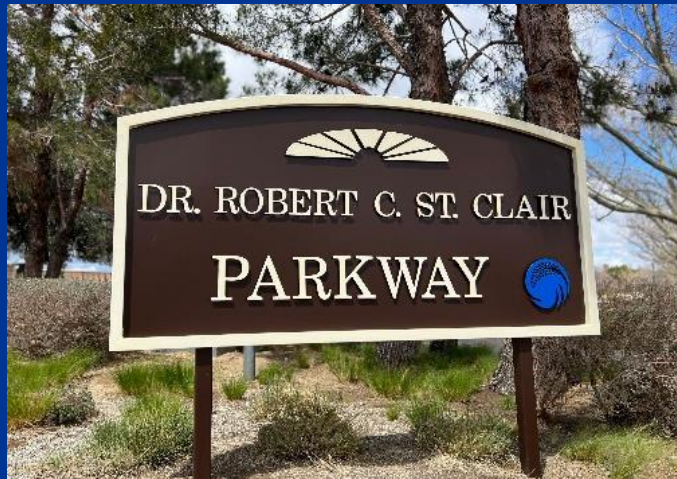


Maintenance Division

PARK MAINTENANCE

Parks & Facility Grounds, Park & Rides, PTC

- STAFF OF 8 EMPLOYEES
- Maintain grounds, green spaces & park infrastructure at 19 park sites, city facilities, 3 park & rides & Palmdale Transportation Center / 522 developed acres
- Fabrication in support of all Depts., Divisions & Sections
- Manage soil health & micro-biology
- Manage outdoor water use, maintain & repair irrigation, conserve water
- Manage multiple major multi-year service contracts



Maintenance Division

PARK MAINTENANCE

Parks & Facility Grounds, Park & Rides, PTC

Parks Statistics	Units
Parks Maintained	19
Transportation Facilities Maintained	4
Total Area Maintained (developed and undeveloped acreage)	570
Ball Fields (softball and little league)	24
Courts (tennis/pickle ball, basketball, volleyball)	27
Multi Use Sports Fields (soccer & flag football)	26
Skate Parks	2
Trees Maintained	6,781



- Urban forestry, integrated pest management, turf management, water conservation
- Walking & nature trails
- Agronomic soil testing & conditioning
- Sports field maintenance around parks & recreation league programming
- Sport courts, playgrounds, fixtures & furnishings
- CIP support
- Special event support i.e Starlight Concert Series, Music in the Parks, National Night Out, Park Connect
- Drainage systems
- Concrete
- Fencing & gates
- Painting
- Volunteer events
- Vandalism repair & graffiti abatement
- Homeless Encampment Clean Up

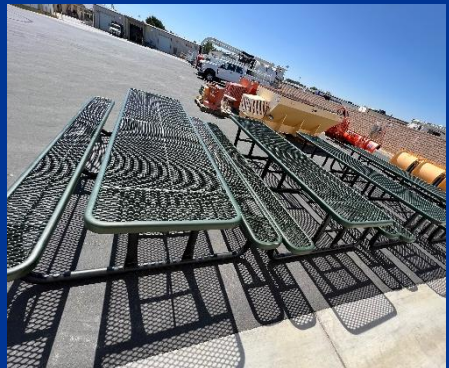
Maintenance Division

PARK MAINTENANCE

Water Conservation

- 1 MAINTENANCE SPECIALIST
- 3 weather stations, 5 rain cans
- Weather based irrigation programming
- 16 booster pumps
- Certified Irrigation Auditors & Technicians
- EPA Water Sense Partners
- Swift repairs based on system alerts
- Weekly irrigation system checks
- More frequent water audits
- Minimize runoff and waste
- Reclaimed water to irrigate Mc Adams park
- Innovative landscape designs
- Drought tolerant renovations
- Water usage in 2022 was 481 acre feet
 - In 2022 there were mandated water restrictions from both purveyors - 20% PWD & 30% LACoW as a result water usage decreased





Maintenance Division

STREET MAINTENANCE

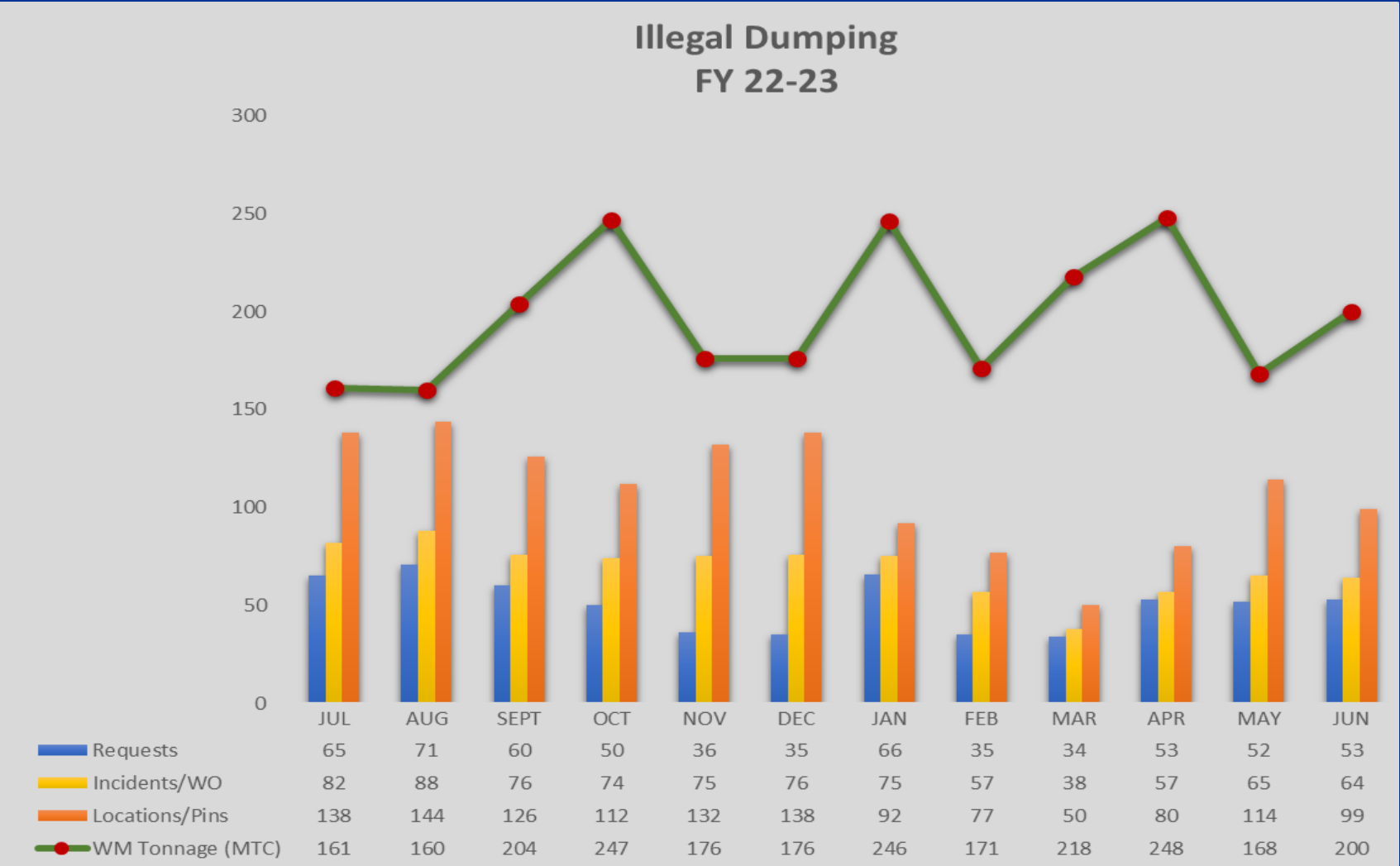
- Inspect, maintain and repair:
 - pavement
 - curbs
 - gutters
 - sidewalks
 - bridges
 - storm drains
- Traffic signs & safety devices
- Pavement legends, striping, crosswalks, and painted curbs
- Illegal dumping removal



Streets and Drainage Statistics	Units
Street Centerline Miles	585
Pavement Area (acres)	2,450
Curb Miles	606
Alley Miles	2
Sidewalk Miles	560
Gravel/Dirt Road Centerline Miles	2.5
Bridges	9
Box Culverts	6
Drywells (estimated)	540
Drainage Basins (Regional and Ana Verde)	16
Traffic Safety Signs (estimated number)	8,645
Storm Drains and Culverts (miles)	15
Pump Stations	3

STREET MAINTENANCE

Illegal Dumping Removals



Maintenance Division

FLEET MAINTENANCE

- **STAFF OF 4 EMPLOYEES**
- **Maintenance on all Fleet vehicles**
- **Heavy equipment management**
- **Small equipment & power tools management**
- **Environmental waste management**
- **Vehicle Code compliance**
- **Emergency generators**
- **Recycling Program**



Fleet Inventory	Units
Cars; vans; and light, medium, and heavy-duty pick-up trucks	144
Large construction equipment (sewer truck, loader, backhoe, tractor, street sweeper, etc.)	34
Trailers and various maintenance equipment (chipper, mowers, forklifts, etc.)	56
Small maintenance equipment (chainsaws, blowers, pumps, power hand tools, etc.)	106



Maintenance Division

SEWER MAINTENANCE

- **STAFF OF 11 EMPLOYEES**
- **Primary Responsibilities:**
 - **Sewer Maintenance**
 - **Industrial Waste**
 - **400 Industrial Waste Permits**
- **Provides the City of Palmdale with a cost-effective, dependable Sewer Maintenance Program**
- **Addresses immediate needs of the residents.**
- **Ensures that the City is compliant with all applicable regulations.**
- **F.O.G.(Fats, Oils, and Grease) program.**
- **Sewer Repair Projects in progress**

Sewer Maintenance Statistics	Units
6- to 21-inch sewer mainline miles	395
Footage of force main (pumped sewage)	2,790
Lift Stations	2
Manholes	8,441 +
Miles cleaned by City crews in FY 22/23	132
Miles of sewer inspected by City forces	10
Industrial Waste Permits	425+

Maintenance Division

SEWER MAINTENANCE





City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: FINANCE DEPARTMENT
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2023-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF INTENTION TO ANNEX TERRITORY TO CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH), AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN AND SUBMITTING LEVY OF THE SPECIAL TAXES TO QUALIFIED ELECTORS; AND RESOLUTION NO. CC 2023-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF CONSIDERATION TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

ISSUE

Adopt Resolution No. CC 2023-062, a Resolution of the City Council of the City of Palmdale of intention to annex territory to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), authorizing the levy of special taxes therein and submitting levy of the special taxes to qualified electors.

Adopt Resolution No. CC 2023-061, a Resolution of the City Council of the City of Palmdale of consideration to alter the Rate and Method of Special Tax for the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch).

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2023-062, a Resolution of the City Council of the City of Palmdale of intention to annex territory to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), authorizing the levy of special taxes therein and submitting levy of the special taxes to qualified electors; and,
2. Adopt Resolution No. CC 2023-061, a Resolution of the City Council of the City of Palmdale of consideration to alter the Rate and Method of Special Tax for the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch).

BACKGROUND

In connection with the proposed master planned development of an area known as Ritter Ranch ("Project"), the City formed the City of Palmdale Community Facilities District 93-1 ("CFD 93-1") to finance certain public facilities for the Project. The City issued Special Tax Bonds for CFD 93-1 in 1995 for that purpose ("93-1 Bonds"). The outstanding 93-1 Bonds were purchased by Preston Hollow Capital, LLC ("PHC") in 2018. In 2020, PHC also acquired the property within CFD 93-1 and transferred the land to RdR Development Holdings, LLC ("RdR"), a limited liability company for which PHC is the sole member. Collectively, PHC and RdR are referred to below as the RdR Parties. PHC continues to own the 93-1 Bonds, and RdR continues to own the property within CFD 93-1.

In September 2022, the RdR Parties were prepared to proceed with the development of the first phase of the Project, which is expected to include up to 1,180 residential units ("Phase 1"). They requested, and the City formed, a new community facilities district for the Phase 1 property portion of the Project ("CFD 2022-3") to fund public infrastructure and improvements necessary for the development of the Project and to refinance a portion of the 93-1 Bonds, the removal of the Phase 1 property from CFD 93-1 and elimination of the CFD 93-1 special tax levy on the Phase 1 property. The RdR Parties have since decided to cancel all the outstanding CFD 93-1 Bonds before proceeding with the issuance of special tax bonds for CFD 2022-3.

It has been determined that, at this time, additional actions are needed for CFD 93-1 to accomplish the termination of the special tax lien relating to outstanding 93-1 Bonds upon cancellation of the 93-1 Bonds.

DISCUSSION

During the CFD 2022-3 formation process, the Phase 1 property was removed from CFD 93-1 and is now included in CFD 2022-3. At that time, the lien of 93-1 Bonds on the new CFD 2022-3 property was extinguished. Subsequently, it was determined that removing the Phase 1 property from CFD 93-1 was premature and affected the ability to terminate the special tax lien relating to the 93-1 Bonds when they are canceled.

To remedy this, certain administrative actions are necessary. First, the Phase 1 property must be annexed back into CFD 93-1. Second, the Rate and Method of Apportionment of Special Taxes ("RMA") for CFD 93-1 must be amended to provide that once the 93-1 Bonds are canceled, the lien of CFD 93-1 Bonds and related special taxes on the property within CFD 93-1, including the Phase 1 property will then be terminated.

The process to annex the Phase 1 property into CFD 93-1 starts with RdR filing a petition with the City requesting that the City Council undertake the annexation proceedings. The petition includes a request that the City hold a special election authorizing the City to (a) annex property to CFD 93-1 and (b) alter the RMA for CFD 93-1. RdR has filed

the petition with the City. PHC, as the sole owner of the 93-1 Bonds, has also filed a consent to the alteration of the RMA for CFD 93-1.

With the petition and the consent received, the City Council can consider adopting a resolution declaring its intention to annex the Phase 1 property into CFD 93-1. The City Council can then consider adopting a resolution of consideration to amend the RMA for CFD 93-1 to provide for the termination of the CFD 93-1 lien on the Phase 1 Property once the 93-1 Bonds are canceled later this year.

Future Actions

Each resolution sets a time and place for the separate public hearings on the annexation of property into CFD 93-1 and the alteration of the RMA for CFD 93-1, both of which are proposed to be November 15, 2023, at 5:00 pm.

On that date, the City Council will conduct the public hearings, hold a special election for CFD 93-1 and take related actions required to complete the annexation of property into CFD 93-1 and amend the RMA for CFD 93-1.

FISCAL IMPACT

Special taxes levied on undeveloped property or developed homes within CFD 2022-3 will finance public facilities necessary to proceed with the proposed residential development of up to 1,180 new dwelling units. The special taxes levied on property in CFD 2022-3 or CFD 93-1 have no fiscal impact on the City. The issuance of any CFD 2022-3 Bonds will be the subject of future City Council resolutions.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

ATTACHMENTS

- Resolution CC 2023-062
- Resolution CC 2023-061

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2023-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
OF INTENTION TO ANNEX TERRITORY TO THE CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)
AUTHORIZING THE LEVY OF SPECIAL TAXES THEREIN AND
SUBMITTING LEVY OF THE SPECIAL TAXES TO QUALIFIED
ELECTORS

WHEREAS, this City Council of the City of Palmdale (the "City Council") has conducted proceedings to form the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 and following of the California Government Code (the "Act"); and

WHEREAS, the City Council has received a Petition (Including Waivers) of RdR Development Holdings, LLC, the sole owner of the parcels of property listed in Exhibit A to this Resolution, requesting, among other actions, that the City Council take the actions necessary to annex the parcels to the District; and

WHEREAS, under the Act, this City Council, as the legislative body for the District, is empowered with the authority to annex territory to the District, and now desires to undertake proceedings to annex territory to the District.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF PALMDALE AS FOLLOWS:

SECTION 1. This City Council hereby finds and determines that public convenience and necessity require that territory be annexed to the District.

SECTION 2. The name of the existing community facilities district is "City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch)."

SECTION 3. The territory included in the existing District is as shown on the map thereof recorded in Book 179 of Maps of Assessment and Community Facilities Districts at Page 79, in the office of the County Recorder of the County of Los Angeles, to which map reference is hereby made. The territory now proposed to be annexed to the District consists of the land identified as the Los Angeles County Assessor's Parcels listed on Exhibit A to this Resolution.

SECTION 4. The types of public facilities and services provided pursuant to the Act in the District and to be provided in the territory proposed to be annexed to the District consist of those public facilities (the "Improvements") described in Exhibit A to Resolution No. 94-23 adopted by the City Council on February 24, 1994 (the "Resolution of Formation") and those additional public facilities (the "Additional Improvements") described in Exhibit A to Resolution No. CC 2013-005 adopted by the City Council on January 9, 2013 and in Exhibit A to Resolution No. CC 2016-074 adopted by the City Council on August 3, 2016 (collectively, the

“Resolutions of Consideration”), which Resolution of Intention and Resolutions of Consideration are, by this reference, incorporated herein. It is planned that the District and the territory now proposed to be annexed to the District will share equally the Improvements and the Additional Improvements.

SECTION 5. Special taxes shall be levied in the territory proposed to be annexed to the District to pay for the Improvements and the Additional Improvements, the debt service on bonds issued for the District and for the other authorized purposes of the District pursuant to the Amended and Restated Rate and Method of Apportionment of Special Tax as set forth in Exhibit B to Resolution No. CC 2013-005 adopted by the City Council on January 9, 2013, as the same may be modified from time to time, and the maximum special tax rates in the District will not be increased as a result of the annexation proceedings.

SECTION 6. Wednesday, November 15, 2023, at 5:00 o'clock p.m., in the regular meeting place of this City Council, City Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California, are hereby appointed and fixed as the time and place when and where this City Council, as legislative body for the District, will conduct a public hearing on the proposed annexation of territory to the District and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the District and the levy of said special tax therein.

SECTION 7. The Acting City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the District and the area proposed to be annexed to the District. The publication of the notice shall be completed at least seven days before the date herein set for said hearing. The notice shall be substantially in the form attached hereto as Exhibit B.

SECTION 8. This Resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this 18th day of October, 2023.

Laura Bettencourt
Mayor

Approved as to form:

ATTEST:

William P. Curley III
Interim City Attorney

Rochelle Scott,
Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing Resolution No. CC 2023-062 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 18th day of October, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

16007.50:J19240
10/3/23

EXHIBIT A

PARCELS TO BE ANNEXED TO
CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 93-1
(RITTER RANCH)

Los Angeles County
Assessor's Parcel Nos.

3206-020-017
3206-026-005
3206-026-007
3206-027-002
3206-027-004
3206-027-005
3206-027-006
3206-027-007
3206-027-008
3206-027-009
3206-027-010
3206-027-012

EXHIBIT B

NOTICE OF PUBLIC HEARING

Annexation of Property to the
City of Palmdale
Community Facilities District No. 93-1
(Ritter Ranch)

Notice is hereby given by the City of Palmdale (the "City") with respect to its Community Facilities District No. 93-1 (Ritter Ranch) (the "District"), that on October 18, 2023, the City Council of the City, as the legislative body for the District, adopted Resolution No. CC 2023-062 entitled "A Resolution of the City Council of the City of Palmdale Resolution of Intention to Annex Territory to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) and to Authorize the Levy of Special Taxes Therein" (the "Resolution of Intention"). Reference is hereby made to the Resolution of Intention, which is on file with the Acting City Clerk of the City for further particulars. The following is a summary of the provisions of the Resolution of Intention.

Pursuant to the Resolution of Intention, the City Council determined that the public convenience and necessity require that certain territory, as more particularly described in the Resolution of Intention, be annexed to the District, as authorized by the Mello-Roos Community Facilities Act of 1982, constituting Section 53311 et seq. of the California Government Code (the "Act"). The Resolution of Intention provides that the special taxes heretofore authorized to be levied in the District shall be levied in the territory proposed to be annexed to the District, and the maximum special tax rates in the District will not be increased as a result of the annexation proceedings.

Notice is further given that Wednesday, November 15, 2023, at the hour of 5:00 o'clock p.m., in the regular meeting place of the City Council, City Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California, are the time and place when and where the City Council of the City, as the legislative body for the District, will conduct a public hearing on the annexation of the territory described in the Resolution of Intention to the District and finally consider and determine whether the public convenience and necessity require the annexation of said territory to the District and the levy of special taxes on property therein.

Notice is further given that at the hearing the testimony of all interested persons for and against the annexation of said territory to the District or the levying of special taxes within the territory proposed to be annexed will be heard.

By: /s/ Rochelle Scott
Acting City Clerk,
City of Palmdale

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2023-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF CONSIDERATION TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

WHEREAS, on February 24, 1994, this City Council adopted Resolution No. 94-23 (the "Resolution of Formation") forming City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public improvements (the "Improvements") and certain municipal services (the "Services), as further provided in the Resolution of Formation; and

WHEREAS, under proceedings pursuant to the Resolution of Formation and the Act, the City Council authorized the levy of a special tax (the "Special Tax") on real property in the District, initially as specified in the Rate and Method of Apportionment for the District referenced in the Resolution of Formation (the "Original Rate and Method"), with the proceeds of the Special Tax to be used to pay the costs of the Improvements and the Services, to pay debt service on bonds issued for the District, and to pay administrative expenses related to the District; and

WHEREAS, on January 9, 2013, the City Council adopted Resolution No. 2013-005 of consideration to, among other matters, alter the Original Rate and Method, and on March 5, 2014, following an election by the then sole owner of the property in the District, the City Council adopted Resolution No. 2014-038 determining that the alteration of the Original Rate and Method was lawfully authorized to be as set forth in Exhibit B to Resolution No. 2013-005 (the "Amended and Restated Rate and Method"); and

WHEREAS, on April 6, 1995, the City of Palmdale (the "City") issued, for and on behalf of the District, \$38,000,000 initial principal amount of City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) Special Tax Bonds, Series 1995-A Senior Bonds (the "Bonds"), of which \$22,665,000 principal amount is now outstanding, and the Bonds are payable from the proceeds of the Special Tax levied on property in the District; and

WHEREAS, all of the Bonds are currently owned by Preston Hollow Capital, LLC (the "Bondowner"), and all of the property in the District that is subject to the levy of the Special Tax is currently owned by RdR Development Holdings, LLC (the "Landowner"); and

WHEREAS, the Landowner has submitted to the City Council a Petition (Including Waivers) requesting that the City Council, among other actions, take the actions necessary to alter the Amended and Restated Rate and Method, and the Bondowner has submitted a Consent to such alteration; and

WHEREAS, the City Council now desires to undertake the proceedings required by the Act to alter the Amended and Restated Rate and Method.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF PALMDALE AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that public convenience and necessity require that the Amended and Restated Rate and Method be altered.

SECTION 2. The name of the District is “City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch),” and the territory included in the District is as shown on the map of the District recorded in Book 179 of Maps of Assessment and Community Facilities Districts at Page 79, in the Office of the County Recorder for the County of Los Angeles, State of California.

SECTION 3. It is proposed that the Amended and Restated Rate and Method be altered to include a new Section L, as set forth in Exhibit A attached hereto and by this reference incorporated herein. The City Council hereby finds and determines that the alteration of the Special Tax as described in this Resolution will not interfere with the timely retirement of the Bonds.

SECTION 4. Wednesday November 15, 2023, at 5:00 p.m., in the regular meeting place of this City Council, Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California, are hereby designated as the time and place when and where this City Council, as legislative body for the District, will conduct a public hearing on the proposed alteration of the Amended and Restated Rate and Method to include a new Section L as set forth in Exhibit A hereto, and consider and finally determine whether the public interest, convenience and necessity require the alteration of the Amended and Restated Rate and Method, as described above.

SECTION 5. The Acting City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper of general circulation circulated within the District. The publication of the notice shall be completed at least seven (7) days before the date herein set for the public hearing. The notice shall be substantially in the form of Exhibit B hereto.

SECTION 6. This Resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this 18th day of October, 2023.

Laura Bettencourt
Mayor

Approved as to form:

ATTEST:

William P. Curley III
Interim City Attorney

Rochelle Scott,
Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing Resolution No. CC 2023-061 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 18th day of October, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

EXHIBIT A

SECTION L TO BE ADDED TO THE
AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES
FOR CITY OF PALMDALE
COMMUNITY FACILITIES DISTRICT NO. 93-1
(RITTER RANCH)

L. Special Tax Termination

On the date on which no City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch), Special Tax Bonds, Series 1995-A Senior Bonds remain outstanding, the Special Tax will cease to be levied on Parcels in CFD 93-1 with the purpose and effect set forth in the second paragraph of Section 53330.5 of the Act with respect to all Parcels then in CFD No. 93-1.

EXHIBIT B

NOTICE OF PUBLIC HEARING

Alteration of Rate and Method of Apportionment for
City of Palmdale
Community Facilities District No. 93-1
(Ritter Ranch)

Notice is hereby given that on October 18, 2023, the City Council of the City of Palmdale adopted Resolution No. CC 2023-061 entitled "A Resolution of the City Council of the City of Palmdale of Consideration to Alter the Rate and Method of Apportionment of Special Taxes for the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch)."

Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council of the City of Palmdale hereby gives notice as follows:

A. The text of said Resolution is as follows:

WHEREAS, on February 24, 1994, this City Council adopted Resolution No. 94-23 (the "Resolution of Formation") forming City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public improvements (the "Improvements") and certain municipal services (the "Services"), as further provided in the Resolution of Formation; and

WHEREAS, under proceedings pursuant to the Resolution of Formation and the Act, the City Council authorized the levy of a special tax (the "Special Tax") on real property in the District, initially as specified in the Rate and Method of Apportionment for the District referenced in the Resolution of Formation (the "Original Rate and Method"), with the proceeds of the Special Tax to be used to pay the costs of the Improvements and the Services, to pay debt service on bonds issued for the District, and to pay administrative expenses related to the District; and

WHEREAS, on January 9, 2013, the City Council adopted Resolution No. 2013-005 of consideration to, among other matters, alter the Original Rate and Method, and on March 5, 2014, following an election by the then sole owner of the property in the District, the City Council adopted Resolution No. 2014-038 determining that the alteration of the Original Rate and Method was lawfully authorized to be as set forth in Exhibit B to Resolution No. 2013-005 (the "Amended and Restated Rate and Method"); and

WHEREAS, on April 6, 1995, the City of Palmdale (the "City") issued, for and on behalf of the District, \$38,000,000 initial principal amount of City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) Special Tax Bonds, Series 1995-A Senior Bonds (the "Bonds"), of which \$22,665,000 principal amount is now

outstanding, and the Bonds are payable from the proceeds of the Special Tax levied on property in the District; and

WHEREAS, all of the Bonds are currently owned by Preston Hollow Capital, LLC (the “Bondowner”), and all of the property in the District that is subject to the levy of the Special Tax is currently owned by RdR Development Holdings, LLC (the “Landowner”); and

WHEREAS, the Landowner has submitted to the City Council a Petition (Including Waivers) requesting that the City Council, among other actions, take the actions necessary to alter the Amended and Restated Rate and Method, and the Bondowner has submitted a Consent to such alteration; and

WHEREAS, the City Council now desires to undertake the proceedings required by the Act to alter the Amended and Restated Rate and Method.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF PALMDALE AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that public convenience and necessity require that the Amended and Restated Rate and Method be altered.

SECTION 2. The name of the District is “City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch),” and the territory included in the District is as shown on the map of the District recorded in Book 179 of Maps of Assessment and Community Facilities Districts at Page 79, in the Office of the County Recorder for the County of Los Angeles, State of California.

SECTION 3. It is proposed that the Amended and Restated Rate and Method be altered to include a new Section L, as set forth in Exhibit A attached hereto and by this reference incorporated herein. The City Council hereby finds and determines that the alteration of the Special Tax as described in this Resolution will not interfere with the timely retirement of the Bonds.

SECTION 4. Wednesday November 15, 2023, at 5:00 p.m., in the regular meeting place of this City Council, Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California, are hereby designated as the time and place when and where this City Council, as legislative body for the District, will conduct a public hearing on the proposed alteration of the Amended and Restated Rate and Method to include a new Section L as set forth in Exhibit A hereto, and consider and finally determine whether the public interest, convenience and necessity require the alteration of the Amended and Restated Rate and Method, as described above.

SECTION 5. The Acting City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper of general circulation circulated within the District. The publication of the notice shall be completed at least seven (7) days before the date herein set for the public hearing. The notice shall be substantially in the form of Exhibit B hereto.

SECTION 6. This Resolution shall take effect upon its adoption.

B. The time and place established under said Resolution for the public hearing required under the Act are Wednesday, November 15, 2023, at the hour of 5:00 p.m., in the regular meeting place of the City Council of the City of Palmdale, Council Chambers, City Hall, 38300 Sierra Highway, Suite B, Palmdale, California.

C. At the public hearing, the testimony of all interested persons or taxpayers in the District for or against the alteration of the Amended and Restated Rate and Method for the District will be heard. Any person interested may file a protest in writing as provided in Section 53337 of the Act.

If 50 percent or more of the registered voters, or six registered voters, whichever is more, residing within the District, or the owners of one-half or more of the territory included in the District and not exempt from the Special Tax file written protests against the proposed alteration of the Amended and Restated Rate and Method, those changes shall not be included in a resolution for a period of one year from the date of the decision of the City Council on the hearing.

D. The proposed voting procedure shall be by special mail or hand-delivered ballot of the sole owner of the real property located within the District.

/s/ Rochelle Scott
Acting City Clerk,
City of Palmdale



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY ATTORNEY'S OFFICE
DISTRICT: ALL
SUBJECT: APPROVE LEGAL SERVICES AGREEMENT WITH KANE, BALLMER & BERKMAN, A LAW CORPORATION, FOR A NOT-TO-EXCEED AMOUNT OF \$350,000 FOR A TERM OF THREE (3) YEARS

ISSUE

Approve Legal Services Agreement with Kane, Ballmer & Berkman, a Law Corporation for a not-to-exceed amount of \$350,000 for a term of three (3) years.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Legal Services Agreement No. A-8570 with Kane, Ballmer & Berkman, a Law Corporation, for a not-to-exceed amount of \$350,000 for a term of three (3) years; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8570, including making non-substantive changes.

BACKGROUND

The law firm of Kane, Ballmer & Berkman, a Law Corporation, has represented the City for decades, providing legal advice related to the dissolution of the former redevelopment agency, housing law, economic and community development, general development agreements, and litigation. The firm provides general legal advice to staff and represents the Housing Authority on various matters.

DISCUSSION

Under the proposed agreement, the firm would continue to provide general legal advice for the City and Housing Authority. This representation ensures the firm will continue to provide legal services in various matters, including *Community Development Associates v. Housing Authority of the City of Palmdale, et al.*, the Trade and Commerce Center, the Successor Agency, and any new matters that arise as requested by the City Attorney.

Report to Mayor and City Council

Re: Legal Services Agreement with Kane, Ballmer & Berkman, a Law Corporation

October 18, 2023

Page 2

FISCAL IMPACT

The Legal Services Agreement has the not-to-exceed amount of \$350,000; however, this amount is not guaranteed. Fees will only be paid to the extent services are provided. Funds for this agreement are currently budgeted for FY 2023-24 in the following accounts: 10114001-721140 / 10114001-721100 / 15818507-721960 / 29364011-721110 / 29364002-721110 / 28027001-721923 / 24364008-721923 / 29364005-721110 / 10161101-721110. Future year budgets will be allocated through the annual budget process.

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:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Angie Barajas, Legal & Risk Coordinator

Janelle Samson, Director of Finance

Ronda Perez, City Manager

William P. Curley, III, Interim City Attorney

ATTACHMENTS

Agreement (No. A-8570)

**AGREEMENT FOR LEGAL SERVICES BETWEEN
THE CITY OF PALMDALE, THE SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE, THE HOUSING
AUTHORITY OF THE CITY OF PALMDALE AND KANE, BALLMER & BERKMAN,
A LAW CORPORATION**

AGREEMENT NO. A-8570

This Legal Services Agreement ("Agreement") is made and entered into by and between the City of Palmdale, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, the Housing Authority of the City of Palmdale (collectively, the "City") and Kane, Ballmer & Berkman, a Law Corporation ("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 specialized legal services related to the dissolution of the former redevelopment agency, housing law, economic and community development, general development agreements, and litigation as set forth in Section 1, below.

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 authorized and assigned by the Palmdale City Attorney, including, without limitation, legal services related to the dissolution of the former redevelopment agency, housing law, economic and community development, general development agreements and litigation. The Firm will also provide legal services for additional matters as requested by the City Attorney, provided the Firm agrees to perform such additional work. A letter confirming such additional work shall bring such work within the scope of this Agreement.

b. The legal services the Firm will provide to City and the Agency will be billed at the rates set forth in Exhibit "A", attached.

2. **Designation of Responsible Attorneys.**

Todd C. Mooney is designated as the attorney responsible for providing the legal services under this Agreement to City and for supervising any other attorneys within the Firm assisting him in the performance of those services. The Firm's offices are located at 515 S. Figueroa St., Suite 780, Los Angeles, CA 90071.

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 Attorney.

4. **Maximum Contract Amount, Billing Procedures, and Monthly Statements.**

a. The Firm shall submit to the Palmdale City Attorney, 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. Block billing is not permitted. 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 expenses, 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.

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 Attorney. 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 Attorney in February of any given year.

d. 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.

e. All fees, charges, costs and reimbursable items for the entire term of this Agreement shall not exceed a maximum of **\$350,000.00**.

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 shall become effective on the date of the last signatory and will remain in full force and effect for a period of three (3) years or until terminated in accordance with the provisions of Section 7. Notwithstanding the above, if the Firm is currently working on an assigned project, the term of this Agreement shall be extended until the assigned project is completed or terminated pursuant to 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 Firm has the same right, 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 Attorney. Any such written approval will be deemed to be a supplement to this Agreement and will specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the City.

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 Attorney. Delegation to attorneys outside the Firm will be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to perform services in a particular practice area. The Firm will supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties.

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. No person having such interest shall be employed by or associated with the Firm.

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 \$2,000,000 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. If such insurance is on a claims-made basis, firm shall maintain such coverage for no less than three years following the termination of the Agreement. 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.

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 commercial general liability insurance in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.

d. The Firm will obtain and maintain in full force and effect a commercial automobile liability policy in an amount not less than \$1,000,000 including owned (if any), non-owned and hired automobile coverage.

e. 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. Such insurance shall name the City as an additional insured, and shall include a waiver of subrogation.

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

13. **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.

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 it's then prevailing hourly rates, for it's time in investigating, preparing for and in giving testimony and/or in producing documents and for all expense incurred in connection with doing so.

14. **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.

15. **Nondiscrimination**

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

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

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

SIGNATURE AREA

SIGNATURE AREA

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE

Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

EXHIBIT A

RATE SCHEDULE

A. Identification.

Client: City of Palmdale or the Successor Agency to the Community
Redevelopment Agency of the City of Palmdale or the Housing Authority
of the City of Palmdale

Matter: Firm to provide specialized legal services related to dissolution of the
former redevelopment agency, legal services relating to housing law,
economic and development, general development agreements and
litigation. Other legal services as assigned by the City and/or Agency
Attorney and/or Authority Counsel or the City Manager/Executive
Director SACRA.

B. Hourly Rates for Legal Personnel.

Senior Principal	\$250/hr
Principal	\$250/hr
Of Counsel	\$250/hr
Senior Counsel	\$250/hr
Senior Associate	\$225/hr
Associate	\$210/hr
Paralegal	\$100/hr

C. Standard Charges

Time will be billed in minimum units of one-tenth hours.

D. Costs and Expenses

In-office photocopying	\$0.25/page
Mileage	\$0.50/mile
Computerized Legal Research	At vendor cost
Word Processing	In excess of 10 pages \$25/hour
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At third-party vendor cost
Title Report and/or Litigation Guarantee	At vendor cost
Notary	At vendor cost

Court Photocopying	At cost
Out-going Fax Charges	\$1.25/page
Conference Call Charges	AT&T standard rates
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. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Client's counsel.

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

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



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
DISTRICT: ALL
SUBJECT: ACCEPT A GRANT PROVIDED BY THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT (AVAQMD) IN THE AMOUNT OF \$233,506 AND APPROVE AN AGREEMENT WITH ELECTRIC VEHICLE CHARGING STATIONS (EVCS) FOR PURCHASE AND INSTALLATION OF CHARGING STATIONS FOR \$233,506

ISSUE

Accept a grant provided by the Antelope Valley Air Quality Management District (AVAQMD) in the amount of \$233,506 and approve an agreement with Electrical Vehicle Charging Stations (EVCS) for the purchase and installation of charging stations for \$233,506.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept a \$233,506 grant provided by AVAQMD through Agreement No. A-8481 and appropriate the funds for twelve (12) Electric Vehicle (EV) Charging Stations at McAdam Park; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8485 in the amount of \$233,506 with EVCS for the purchase and installation of twelve (12) EV Charging Stations, including non-substantive changes;

BACKGROUND

On May 4, 2021, the City accepted grant funds from Southern California Edison's Self-Generation Incentive Program for the installation of solar shade structures and a battery storage component at McAdam Park. The City has been moving forward with the design and installation of the batteries and added a solar component and system software needed for the project. While working on the project and looking at all work slated for the park, the City identified a need for approximately twelve (12) electric vehicle charging units. It reached out to AVAQMD for possible financial assistance.

DISCUSSION

Upon discussions with AVAQMD, they recommended and approved a grant to the City of Palmdale that will cover the full cost of purchase, installation, and maintenance of the twelve (12) EV charging stations located at McAdam Park.

Additional infrastructure work will be handled by SiteLogicIQ to install conduit and cabling.

FISCAL IMPACT

The project will be funded by a grant awarded by AVAQMD that will cover up to 100% of the installation and maintenance of twelve (12) EV Charging Station units at McAdam Park. The total cost for this work is \$233,505.80. Funds are budgeted in account G0096 and will be offset by funds received in account #2053100-462404. See the table below for details.

SCOPE OF WORK		COST
Sitelogiq EV Charger infrastructure installation		\$21,755.80
EVCS Purchase and Installation of Chargers		\$211,750.00
Total Cost:		\$233,505.80
Account Number		Amount to Be Charged
G0096157		\$21,755.80
G0096205		\$211,750.00

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

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

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

ATTACHMENTS

1. AVAQMD Draft Agreement No. A-8481
2. EVCS Draft Agreement No. A-8485



**Antelope Valley Air Quality Management District
Community Air Protection Program
Grant Agreement**

**City of Palmdale McAdam Park EV Charging Project
AV0823#11**

August 22, 2023

1 **GRANT AGREEMENT BETWEEN CITY OF PALMDALE AND**
2 **ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT**

3 This Grant Agreement AV0823#11 (“Agreement”) is made and entered into this 22nd day of August,
4 2023, by and between the Antelope Valley Air Quality Management District (hereinafter “AVAQMD”)
5 and City of Palmdale (hereinafter “Grantee and/or the City”). Grantee and AVAQMD are hereafter
6 collectively referred to as "the Parties" and individually as “Party”.

7 **WITNESSETH:**

8 WHEREAS, the purpose of the Community Air Protection Program is to reduce emissions in
9 communities most impacted by cumulative pollution burden by providing grants to replace vehicles and
10 equipment that operate in AB 617 communities with zero emission replacements as feasible, including
11 charging/fueling infrastructure; and

12 WHEREAS, the California Air Resources Board (CARB) as the original source of the monies
13 used to fund this grant, will be able to audit and enforce this Agreement pursuant to the terms of the
14 underlying Grant Guidelines; and

15 WHEREAS, the AVAQMD is authorized to award grant funds to reduce air pollution and carry
16 out the goals of the Community Air Protection Program (CAPP) pursuant to the Carl Moyer Program
17 Guidelines and/or Community Air Protection Funds Guidelines; and

18 WHEREAS, Grantee applied for grant assistance towards establishing electric vehicle charging
19 stations at McAdam Park located in Palmdale within a low-income community and at a sensitive
20 receptor; and

21 WHEREAS, electric vehicle charging will be accessible 24/7 and will promote awareness within
22 the community toward electric technologies; and

23 WHEREAS, the proposed Project will expand electric vehicle charging options to travelers, as
24 well as nearby residents who otherwise may not have access to residential electric vehicle charging; and

25 WHEREAS, AVAQMD staff has evaluated the Project based on the Community Air Protection
26 Program criteria and found the Project to be eligible for grant funding; and

27 WHEREAS, Grantee represents that it will own, operate and maintain the complete Project; and

28 WHEREAS, on August 15, 2023, the AVAQMD Governing Board approved the Project

1 proposed by Grantee; and

2 WHEREAS, the AVAQMD Governing Board's funding approval is contingent upon Grantee's
3 execution of this Agreement and the successful completion of the project in accordance with the terms
4 and conditions herein; and

5 WHEREAS, Grantee is qualified and experienced in its professional field and is able to perform
6 the activities to complete the proposed project.

7 NOW THEREFORE, in consideration of mutual covenants and conditions listed below, the
8 Parties agree as follows:

9 **GRANT TERMS AND CONDITIONS**

10 1. Due Diligence: Upon the commencement of the Term of this Agreement, Grantee agrees to
11 proceed with due diligence to perform the work as specified herein and in Exhibit A (also referred to as
12 Scope of Work).

13 2. Purpose: The purpose of this Agreement is to provide grant funding to Grantee to
14 establish electric vehicle charging stations at McAdam Park located in Palmdale. Grantee shall own,
15 operate and maintain the Project during the term of this Agreement, in a manner that does not willfully
16 void any warranty provided by a third party for any component of the Project. Grantee represents that it
17 shall comply with all applicable federal, state, and local air quality rules and regulations during the Term
18 of the Agreement.

19 3. Schedule: Grantee shall follow the general schedule specified in the Scope of Work attached
20 hereto and incorporated herein by this reference.

21 4. Term: This Agreement shall commence on the date it is fully executed and shall terminate three
22 (3) years after the date the Project is completed, which date is currently estimated to be on or before
23 April 1, 2024, or later if approved in writing by the AVAQMD. During the Term, either the AVAQMD
24 or the California Air Resources Board ("CARB") or their designee has, upon adequate notice as
25 provided in Paragraph 11, the right to inspect the Project, enforce the provisions of this Agreement,
26 conduct a fiscal audit, and seek any remedies available under the law for non-compliance with the terms
27 and conditions of this Agreement.

28 //

1 5. Project Award: The total payment to Grantee shall be Two Hundred Thirty-Three Thousand
2 Five Hundred Six Dollars (\$233,506.00), also described in the Scope of Work, for the reimbursement of
3 the Project costs, including all applicable sales and use taxes incurred. Grantee shall be responsible for
4 covering any other costs not included in the initial estimate. The requirements of all contributing
5 funding sources must be met.

6 a. Payments.

7 i. AVAQMD shall not make any advance payment under this Agreement. Grant
8 shall become due and payable to Grantee by AVAQMD in one lump sum amount upon
9 receipt by AVAQMD of a written final itemized invoice from Grantee along with all
10 supporting documentation as specified in Exhibit A. The invoice must be submitted to
11 AVAQMD, Attention: Julie McKeehan.

12 ii. Payment to Grantee under this Agreement shall be the amount awarded by the
13 AVAQMD Governing Board as specified in Exhibit A that includes all applicable sales
14 and use taxes incurred by Grantee for the Project. Grantee shall not receive additional
15 funds for reimbursement of sales and use taxes or any other costs not included in the
16 initial estimate and shall not decrease work to offset therefor.

17 iii. In the event Grantee contracts with subcontractors to complete the Project, then
18 concurrently with the submission of any claim for payment, Grantee shall certify that
19 payment to any and all subcontractors has been made in full. Grantee shall support such
20 certification by appropriate copies of invoices issued, checks, receipts, and similar
21 documents.

22 b. Close-out Period.

23 i. All final invoices shall be submitted by Grantee within sixty (60) days following
24 the completion of the Project. AVAQMD shall have no obligation to pay or take any
25 action on an invoice submitted after the 60-day close-out period.

26 c. Repayment of Grant.

27 i. Grantee agrees to return all or a portion of the Grant ("Repayment") to
28 AVAQMD if any of the following occur:

1 1. The Project is sold or transferred and the buyer fails to accept and perform
2 the obligations set forth in this Agreement; or

3 2. The Project is destroyed or otherwise rendered inoperable during the Term
4 of the Agreement and will not be restored within thirty (30) days thereof.

5 ii. The amount of Repayment shall be calculated as follows:

6
$$\text{Repayment amount} = \frac{G}{N}$$

7 Where:

8 G = “Grant amount” is the amount of money Grantee receives as reimbursement for
9 the Project pursuant to this Agreement.

10 N = “project life in years” which, for the purposes of this Agreement, shall be three
11 (3) years or thirty-six (36) months

12 6. Maintenance: Grantee shall own, operate and maintain the Project pursuant to the manufacturer’s
13 specifications for the entire Term. If during the Term the Project fails for any reason, Grantee shall
14 immediately notify the AVAQMD of the failure and must promptly repair or replace the non-operating
15 Project component.

16 7. Independent Contractor:

17 a. The relationship of Grantee to AVAQMD under this Agreement is that of an independent
18 contractor. Grantee is to exercise its own discretion as to the method and manner of performing
19 its duties. AVAQMD will not exercise control over Grantee, its employees, agents, or
20 subcontractors, except regarding the result to be obtained and to verify compliance with the terms
21 of this Agreement. Grantee and AVAQMD shall comply with all applicable provisions of law
22 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
23 the subject thereof.

24 b. Grantee understands that this Agreement does not preclude Grantee from performing
25 services for other projects under the jurisdiction of the AVAQMD as long as such services are
26 not in conflict with this Agreement and as long as such services do not create conflict of interest
27 under applicable laws.

28 //

c. The Parties further agree that since the status of Grantee is that of an independent contractor, Grantee shall not become entitled to any employment rights or benefits that are available to the employees of AVAQMD. The Parties further agree that Grantee shall be solely responsible for providing to itself, and on behalf of itself, all legally required employment benefits.

8. Termination:

a. Breach of Agreement: AVAQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the reasonable determination of AVAQMD there is:

- i. An illegal or improper use of the Grant;
- ii. A breach by Grantee of any material term of this Agreement and failure to cure such breach within thirty (30) days following written notice from AVAQMD; or
- iii. A substantially incorrect or incomplete report submitted to AVAQMD that is not corrected within thirty (30) days following written notice by the AVAQMD of the report deficiencies.
- iv. A breach by sublet, transfer of any rights or obligations, modification or sale of the Project equipment by Grantee in violation of Paragraph 16c or 16d of this Agreement prior to the termination of this Agreement.

b. In no event shall any reimbursement by AVAQMD constitute a waiver by AVAQMD of any breach of this Agreement or any default which may then exist on the part of Grantee. Neither shall such reimbursement impair or prejudice any remedy available to AVAQMD with respect to the breach or default. AVAQMD shall have the right to demand of Grantee Repayment to AVAQMD of any funds disbursed to Grantee under this Agreement which in the judgment of AVAQMD were not expended in accordance with the terms of this Agreement. Grantee shall promptly submit the Repayment upon written demand by AVAQMD.

c. In addition to immediate suspension or termination, AVAQMD may seek any other remedies available at law, in equity, or otherwise specified in this Agreement.

d. Termination Without Cause: In the event of unavailability of funds because of fault or no fault of either Party, such Party may terminate this Agreement upon giving written notice to the

1 other Party at least thirty (30) days before the effective date of such termination.

2 e. Termination For Cause: AVAQMD may terminate this Agreement upon the conviction
3 for any criminal act by Grantee, its agents, officers and employees if such criminal act directly
4 relates to the Project that is the subject of this Agreement.

5 9. Indemnification: Grantee agrees to indemnify, defend and hold harmless AVAQMD and its
6 authorized agents, officers, volunteers and employees against any and all claims or actions arising from
7 Grantee's acts, errors or omissions in performing services pursuant to this Agreement. Grantee agrees to
8 indemnify, defend, and hold harmless AVAQMD, its authorized agents, officers, volunteers and
9 employees against any and all losses sustained by a third party due to the third party's use of the Project
10 equipment pursuant to this Agreement. AVAQMD agrees to indemnify, defend and hold harmless
11 Grantee and its authorized agents, officers, volunteers and employees against any and all claims or
12 actions arising from AVAQMD's acts, errors or omissions in performing services pursuant to this
13 Agreement.

14 10. Insurance:

15 In order to accomplish the indemnification herein provided for, Grantee shall procure and
16 maintain throughout the Term of this Agreement, insurance coverage against loss, destruction,
17 vandalism, and breach of warranty on the Project including coverage for personal injury and
18 property damage.

19 11. Audits, Inspections and Reports:

20 a. During the Term, either or both the AVAQMD and CARB or their designee shall have
21 the right to inspect the Project, enforce the terms of this Agreement, and pursue a refund for any
22 noncompliance with the terms and conditions of this Agreement. Grantee shall make available to
23 AVAQMD at any time during regular business hours following a three (3) day notice from the
24 AVAQMD, and as often as AVAQMD may deem necessary, all of its records and data for
25 examination related to the Project. Grantee shall allow AVAQMD upon a three (3) day advance
26 request, at AVAQMD's cost, to audit and inspect all such records and data necessary to ensure
27 Grantee's compliance with the terms of this Agreement. In the event it becomes necessary,
28 Grantee shall be subject to an audit by AVAQMD to determine if the funds received by Grantee

were spent for the Project in accordance with this Agreement. If after said audit AVAQMD makes a determination that the Grant was not spent in conformance with this Agreement, and following resolution of any appeal of such determination by Grantee to the Board of the AVAQMD, Grantee agrees to immediately reimburse AVAQMD all funds determined to have been expended not in conformance with said provisions.

b. Grantee shall deliver usage reports commencing twelve (12) months after the completion date of the Project and annually thereafter, throughout the Term of this Agreement. Failure to submit a usage report may result in on-site monitoring or inspection(s) by AVAQMD.

c. Grantee shall retain all records and data for activities performed under this Agreement for at least three (3) years after the termination or expiration of this Agreement or until all state and federal audits are completed, whichever is later.

12. Notices: The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

City of Palmdale	AVAQMD	AVAQMD
Ronda Perez	Julie McKeehan	Barbara Lods
City Manager	Grants Analyst	Executive Director
38300 Sierra Highway	2551 W. Avenue H, Ste. 102	2551 W. Avenue H, Ste. 102
Palmdale, CA 93550	Lancaster, CA 93536	Lancaster, CA 93536

Any and all notices to AVAQMD and Grantee provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served via electronic mail, personally delivered, courier service or united states postal service addressed to such party.

13. Political Activity Prohibited: None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

14. Lobbying Prohibited: None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

1 15. Conflict Of Interest: No officer, employee or agent of AVAQMD who exercises any function or
2 responsibility for planning and carrying out the services provided under this Agreement shall have any
3 direct or indirect personal financial interest in this Agreement. Grantee shall comply with all federal,
4 state and local conflict of interest laws, statutes, and regulations.

5 16. Succession:

6 a. Each Party and its respective partners, successors, and legal representatives, and to the
7 extent permitted herein the assigns, are hereby bound to the other Party and its partners,
8 successors, legal representatives and assigns, with respect to all covenants and obligations under
9 this Agreement.

10 b. Neither Party shall assign, sublet or transfer any rights or obligations under this
11 Agreement without the prior written consent of the other. However, Grantee is authorized to use
12 employees of or assign this Agreement to an affiliate as it may deem appropriate to assist in the
13 completion of the Project or as a result of an internal reorganization.

14 c. Grantee shall not sublet, transfer any rights or obligations, pertaining to the equipment
15 under this Agreement, during the Term of the Agreement without prior written authorization
16 from the AVAQMD.

17 d. Grantee shall not sell or otherwise modify the Project, during the Term of the Agreement
18 without prior written authorization from the AVAQMD.

19 17. Time is of Essence: Time is of the essence in completion of the services in this Agreement.

20 18. Benefit to Parties: Nothing contained in this Agreement shall be construed to give any rights or
21 benefits to any person other than the Parties, and all duties and responsibilities undertaken pursuant to
22 this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any
23 other person.

24 19. Change in Scope of Work: Changes or amendments to the Project application as it exists at the
25 time the AVAQMD Governing Board awards the Grant, including any increase or decrease in the Grant
26 amount, and any changes in a material term of this Agreement, shall only be effective upon the written
27 agreement of AVAQMD and Grantee, and shall only be effective by a duly-executed written
28 amendment to this Agreement.

20. Severability: In the event that any word, phrase, clause, sentence, paragraph, section, article or provision contained in this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

21. Captions: The Paragraph captions of this Agreement are for convenience only and shall have no effect on its construction or interpretation.

22. Entire Agreement: This Agreement, together with the Project application and Exhibit A, constitutes the entire Agreement between the Parties and supersede all prior written or oral understandings. This Agreement and its Exhibits may only be amended, supplemented, modified or canceled by a duly-executed written instrument signed by the Parties.

23. Rights to Emission Reductions: Grant funded projects cannot generate Emission Reduction Credits (ERCs) pursuant to AVAQMD Regulation XIV or be used for emission offsets pursuant to AVAQMD Regulation XIII. Additionally, Grantee shall disclose during the term of this Agreement any federal or State claims to emission reductions and/or carbon credits.

24. Governing Law: This Agreement shall be interpreted under the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Los Angeles County, California. This Agreement was entered into in Lancaster, California.

ANTELOPE VALLEY AIR QUALITY
MANAGEMENT DISTRICT

CITY OF PALMDALE

BARBARA LODS
Executive Director

RONDA PEREZ
City Manager

Dated: _____

Dated: _____

Approved as to Legal Form:

WILLIAM P. CURLEY, III
Interim City Attorney

1 Dated: _____
2 Attest:

3
4 _____
5 ROXANNE FABER
6 Acting City Clerk
7 END OF AGREEMENT
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SCOPE OF WORK

Maximum Amount of Grant Funds Awarded: \$233,506.00

The total payment to Grantee shall not exceed Two Hundred Thirty-Three Thousand Five Hundred Six Dollars (\$233,506.00) of Community Air Protection Program funds for the reimbursement of the Project costs, including all applicable sales and use taxes incurred. Grantee shall be responsible for covering any other costs not included in the initial estimate pursuant to the Grant Agreement Section (5)(a).

This Grant Agreement shall commence on the date it is fully executed and shall terminate three (3) years following the date in which the new replacement equipment is first placed into service.

Task I: Equipment Procurement and Installation

City of Palmdale ("Grantee") shall procure electric vehicle charging equipment necessary for installation and/or placement of twelve (12) Single-Port Level II EV Chargers at McAdam Park in Palmdale.

Estimated Cost: \$233,506.00

Task II: Project Implementation

GRANTEE agrees that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractor's State License Board, and that at least one electrician on each crew, at any given time, holds an Electric Vehicle Infrastructure Training Program (EVITP) certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, holding EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician.

GRANTEE shall provide certification that the project will comply with all AB 841 (2020) requirements or describe the reason AB 841 requirements do not apply to the Project. The certification shall be signed by the Grantee's authorized representative and provide a copy to the AVAQMD prior to commencement of any work.

GRANTEE shall provide a list of EVITP Certification Numbers of each EVITP certified electrician that installs EV charging infrastructure or equipment in conjunction with a payment request.

GRANTEE shall notify the AVAQMD upon completion of the project for AVAQMD staff to witness operational charging ports and gather photo documentation.

GRANTEE shall provide AVAQMD a copy of an insurance policy against loss, destruction, vandalism, and breach of warranty including coverage for personal injury and property damage for duration of the term of this Agreement.

GRANTEE shall provide AVAQMD a copy of warranty pertaining to operation and maintenance, repair and/or replacement of the infrastructure and/or equipment for duration of the term of this Agreement.

Payment Request: GRANTEE shall submit written request for payment via electronic mail, in-person delivery or US mail along with:

- Copy of itemized final invoice
- Copy of insurance policy
- Copy of warranty
- Proof of payment for the project in full
- List of EVITP Certification Numbers (if not previously submitted)
- Disclosure of any claims to emission reductions and/or carbon credits

GRANTEE shall organize a media event to promote the AVAQMD's clean air efforts and support. The media event shall include, but is not limited to: 1) A Press Release; 2) Invitation to the Press, City officials, the AVAQMD and other key officials; and 3) Photo opportunities with the grant funded project.

Task III: Maintain Equipment and Monitor Usage

GRANTEE shall: 1) maintain the infrastructure and EV charging equipment in accordance with manufacturer's recommendations; and 2) monitor EV charging usage/energy (kWh).

Task IV: Operation, Maintenance and Annual Reporting Requirements

GRANTEE shall prepare three (3) annual reports Commencing on the twelfth (12th) month after completion of the Project and annually thereafter for the Term of the Agreement.

Annual report (station metrics) may contain any or all of the following data: **1)** The Project's total monthly or annual cumulative energy (kWh), dispensing volume or GGE; **2)** GHG Savings (kg); **3)** Gasoline Saved (Gal); **4)** Charging Port I.D.; **5)** Number of transactions at the Station; and **6)** any Project operational or maintenance performance problems which may have been encountered for the preceding 12-month period.

Annual Reporting Submissions shall commence 12 months after charging stations are placed into operation, starting in 2024 until 2027.



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of 9/26/2023 (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California for benefit corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and City of Palmdale with its principal place of business located at 38300 Sierra Hwy # A, Palmdale, CA 93550 (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for a minimum period of five (5) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. EVCS’ General Obligations for Equipment and Services



EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of 0 **DCFC Stations** and 12 **Level II Stations**), the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) In EVCS’ sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles;
- g) Periodic reports to Site Host on the utilization of the Equipment; and
- h) Return the Refundable Deposit (as defined below) to Station Host upon successful installation of the Equipment, which shall be defined as installation, final inspection approval and energizing of the Equipment for its intended use.



3. Site Host General Obligations

Site Host shall undertake the following, at Site Host's sole expense:

- a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement;
- b) A five thousand dollar (\$5,000) refundable deposit (hereafter "**Refundable Deposit**") to EVCS is waived.

Deposit Amount	When Due to EVCS	Note
\$1,000.00	Upon Execution of Agreement	See CC Auth. Form Below in Exhibit C.
\$1,500.00	After EVCS' initial Site Visit, after approval of funds from rebate authority, and prior to EVCS drawing up electrical plans for the subject Site.	
\$2,500.00	Prior to construction of the Site	

- c) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- d) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- e) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- f) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- g) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- h) Use best efforts to prevent damage and vandalism of any type to the Equipment;
- i) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- j) Will not, and will not permit or allow any third party to, uninstall the Equipment;



- k) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- l) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- m) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- n) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- o) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.
- p) Promptly execute the Easement Agreement, a form of which is attached hereto as Exhibit E, upon the request of EVCS or the applicable utility service provider. If the Site Host fails or refuses promptly to execute and return such Easement Agreement, whether due to Site Host's incapacity or any other cause, Site Host hereby irrevocably designates and appoints EVCS, and its duly authorized officers and agents, as Site Host's agents and attorneys-in-fact to execute and deliver such document and do all other lawfully permitted acts to further the easement rights described therein with the same force and effect as if executed by Site Host. Site Host agrees that this appointment of EVCS as agent and holder of this limited



power of attorney is durable and coupled with and interest. In the event that such Easement Agreement is not executed by Site Host as described above, and if such failure or refusal to execute such agreement blocks or precludes the completion of installation of the Equipment on the Project Site despite EVCS' exercise or attempted exercise of its rights as Site Host's agent and holder of Site Host's power of attorney, Site Host agrees that, in addition to all other rights and remedies available to EVCS hereunder, Site Host shall reimburse EVCS for all costs incurred by EVCS in connection with the preparation of the Project Site and/or the incomplete installation of the Equipment.

- q) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS.
- r) Provide EVCS with prompt notified of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the Equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided,



however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.

- d) In the event Site Host incurs any utility provider assessed incremental demand chargers strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment if it is utilizing a meter installed by EVCS which will be used solely for the purpose of EV charging.
- f) EVCS will use commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the Equipment shall be connected to Site Host's existing electrical meter. In order to allow EVCS to perform the necessary revenue sharing calculations, and reimburse any electrical costs, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis. In the event EVCS is unable to obtain copies of the electricity bills, or copies are not provided by the Site Host, then EVCS, in its sole discretion, may either (i) withhold payment until the electricity bills are provided, or (ii) calculate the amount of reimbursement for electricity using information available to EVCS from the administrative panel (*i.e.*, which indicates the amount of electricity that was dispensed by the charger(s)) and then assign, in its sole discretion, a per kWh value that will be multiplied by the amount of electricity dispensed by the charger(s). If EVCS chooses the above second option, then (a) once such calculation is made EVCS shall issue reimbursement for electricity based thereon, and (b) if the Site Host thereafter provides copies of appropriate electricity bills to EVCS, then EVCS will true up the calculation and issue payment for any resulting shortfall for the prior 12 months of activity from the date of electricity bills being submitted to EVCS.
- g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue



generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

- h) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.
- i) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) five (5) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional five (5) Year Extension Option

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of three Five Year Extension to Site Host. In the event of said Five-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional five (5) year term from the expiration of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.



b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Five (5) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) Equipment & Software Transfer

At the end of the initial Term (or any renewal term, if extended) if Site Host desires to take on operation and maintenance of the Equipment, EVCS shall offer assistance to Site Host with a transition of software and networking and provide basic training to Site Host and its designated employees for a period of up to 90-days at no additional cost.

d) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months following the Agreement Date, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.



8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of



any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. EVCS' indemnification obligations herein shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.

- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

16. Insurance

EVCS, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 15.8, must be reviewed and accepted by the City Attorney.**

16.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California
- Employer's Liability:



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

16.1.2 Professional Liability (Errors & Omissions)*

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

16.1.3 Commercial General Liability

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

16.1.4 Commercial Automobile Liability

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

16.1.5 Cyber Liability*

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

16.1.6 Environmental/Pollution Liability*

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

16.2 All of EVCS’ policies shall contain an endorsement providing that written notice shall be given to Site Host at least thirty- (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

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

- A. An endorsement extending coverage to the Site Host 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 Site Host, and any other insurance maintained by the Site Host shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: “The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insureds.”



B. “Severability of Interest” clause.

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

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

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

16.7 All insurance coverage must be maintained throughout the duration of this Agreement.

16.8 Acceptable Proof of Insurance:

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

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

16.8.3 *When professional (E&O), cyber, and/or environmental/pollution liability coverage is provided on a “claims made basis”, EVCS 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 EVCS, or its officers, employees, or agents during the time this Agreement was in effect.



16.9 Notwithstanding any other provision of this Agreement, Site Host may immediately terminate this Agreement if, at any time EVCS fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

16.10 EVCS 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 EVCS shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be EVCS' sole risk. EVCS' insurance requirements in Section 15 will not be impacted and/or limited by such deviation.

17. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

18. FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS.



NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.**Disputes**

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Los Angeles County, California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Los Angeles County, California; and (iv) the parties must submit the dispute to mediation held within the City of Los Angeles. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

19. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.
Attn: Ian Vishnevsky
11800 Clark Street
Arcadia, California 91006
ianv@evchargingsolutions.com
323.400.EVCS (3827)

Salesperson: _____

Rebate Program: _____

**SITE HOST:****SECONDARY/EMERGENCY CONTACT:**

Company: _____

Company: _____

Attn: _____

Attn: _____

Add. 1: _____

Add. 1: _____

Add. 2: _____

Add. 2: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

20. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

21. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS**SITE HOST**

By: _____

By: _____

Printed Name: **Ian Vishnevsky**

Printed Name: _____

Title: **COO**

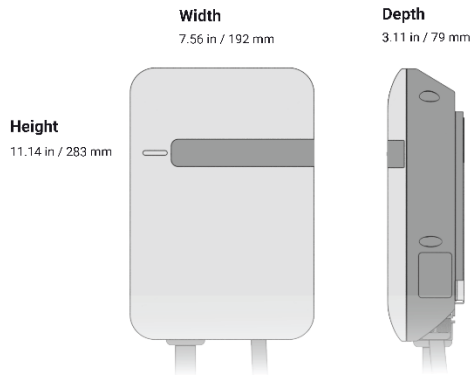
Title: _____

Date: _____

Date: _____

EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

noodoeEV



Features & Benefits

- Slim and compact form factor for unobstructive installation
- Watertight construction for indoor or outdoor use
- Noodoe EV OS for fully automated operation of EV charger
- Wi-Fi/4G connectivity for extended deployment flexibility



SPECIFICATIONS

Model number	AC007LISXX18240WUS2
Cloud Service	Noodoe EV OS
Output power	7.68 kW maximum output
Vehicle connector	SAE J1772
Cord length	18 ft
Input power	208-240 Vac, 50/60 Hz., 1-phase
Communication protocol	OCPP 1.6 JSON
Connectivity	Wi-Fi 802.11 b/g/n 4G: LTE Cat.1 RFID: ISO 14443 A/B, ISO 15693
Display and indicators	LED charge status indicators (power/ready, charging, fault), 2 line dot matrix display
Dust and water protection	NEMA 4, indoor/outdoor
Electrical protection	Over current, over voltage, under voltage, residual current, short circuit, ground fault protection
Mounting	Wall or pedestal installation
Operating temperature	-22°F ~ 122°F / (-30°C ~ 50°C)
Dimensions	EVSE: 11.14(H) x 7.56(W) x 3.11(D) inches 283(H) x 192(H) x 79(D) mm
Certifications	UL & cUL



Noodoe EV OS



Noodoe Inc.
9351 Irvine Blvd
Irvine, CA 92618
+1 909-468-1118
info@noodoe.com
noodoe.com



EXHIBIT B – Project Site Info

McAdam Park: 38115 30th St E, Palmdale, CA 93550

Utility/Electric Provider (e.g., PG&E, SCE, LA DWP): _____

Electric Provider Acct. #: _____

Total Estimated Parking Spaces: _____ / Estimated Number of ADA Spaces: _____

Other: _____



EXHIBIT C – Credit Card Authorization for Initial Deposit

CARDHOLDER INFORMATION

Name: _____

Billing Street Address: _____

City: _____ State: _____ Postal Code: _____

Email _____

Direct Telephone: _____

I hereby affirm that I am the owner of the below referenced credit card and that **my name** is listed on the front of the credit card. I hereby authorize EV Charging Solutions, Inc. to charge my credit card (listed below) in the amount of \$ _____ for payment of the initial Refundable Deposit.

Cardholder Signature X _____ Date: _____

CREDIT CARD INFORMATION

Credit Card Type: ☐ MasterCard ☐ Visa ☐ American Express ☐ Discover Card

Card Number: _____

Expiration Month: _____ Expiration Year: _____ Security Code: _____



EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account:_____

Name of Bank:_____

Bank Routing Number:_____

Account Number:_____



EXHIBIT E – Form Easement Agreement



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS
INNOVATION AND ENVIRONMENTAL RESOURCES DIVISION
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2023-063, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPLY FOR AND RECEIVE GRANT FUNDS FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)

ISSUE

Adopt Resolution No. CC 2023-063, a Resolution of the City Council of the City of Palmdale authorizing the Director of Public Works to apply for and receive grant funds from the Department of Resources Recycling and Recovery (CalRecycle).

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2023-063, authorizing the Director of Public Works to apply for and receive grant funds from CalRecycle.

BACKGROUND

CalRecycle offers funding authorized by legislation to help public and private entities create circular waste systems. All CalRecycle grant and payment program applicants must provide specific documentation to submit a grant or payment program application. CalRecycle allows Resolutions to be valid for up to five (5) years. The previous Resolution No. 2018-081, which the City currently has, expires in December 2023.

DISCUSSION

The proposed Resolution will be utilized for pursuing grants offered by CalRecycle as appropriate for the City as they are made available. Although the Resolution authorizes the Director of Public Works to sign all necessary documents for obtaining the grant funds, if awarded the grant, staff will bring the grant award to the Council for accepting and authorizing the grant-funded project.

FISCAL IMPACT

There is no fiscal impact associated with this action at this time.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

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

ATTACHMENTS

1. Resolution No. CC 2023-063

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL
CALRECYCLE GRANTS FOR WHICH THE CITY OF PALMDALE IS
ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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 of Palmdale authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Palmdale is eligible.

SECTION 2. That the Director of Public Works, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Palmdale all grant documents, including but not limited to applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.

Section 3. Authorizations are effective for five (5) years from the date of adoption of this resolution

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

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

Approved as to form: _____
Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

William P. Curley, III
Interim City Attorney

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the _____ day of _____, 20____ by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DISTRICT: ALL
SUBJECT: APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU)
AGREEMENT BETWEEN THE CITY OF PALMDALE AND THE
CALIFORNIA HIGH-SPEED RAIL AUTHORITY

ISSUE

Approve the Memorandum of Understanding (MOU) agreement between the City of Palmdale and the California High-Speed Rail Authority.

RECOMMENDATION

Staff recommends that the City Council approve an MOU between the City of Palmdale (City) and the California High-Speed Rail Authority (CHSRA) that provides a framework for mutual understanding between the City and CHSRA to complete a station master plan. This MOU will facilitate collaboration for the development of future activities.

BACKGROUND

The CHSRA's Palmdale Station and station site facilities are intended to serve as a multimodal hub of seamless transit connectivity, incentivize first and last-mile connections, and encourage integrated station area development. The City's goals for the station are to create a vibrant, walkable, pedestrian-oriented, mixed-use community that will include residential, open space, and commercial development. Additionally, the future High Desert Corridor project with Brightline West will provide high-speed rail service from Las Vegas, intending to connect to the CHSRA's Palmdale Station. The City and CHSRA have participated in and continue to collaborate on planning activities about the Palmdale Station, including but not limited to the Bakersfield to Palmdale Final EIR/EIS and Palmdale Transit Area Specific Plan. They have collaborated in a series of workshops since June 2022, supported by applicable stakeholder agencies, focused on advancing key collaborative decisions regarding timing, multi-modal integration, and public/private sector participation in the development and delivery of Palmdale Station.

The City and CHSRA want to continue developing common objectives, lasting partnerships, and an effective station area partnership structure to create an integrated multi-modal Palmdale Station Master Plan ("Master Plan") that considers the near and

long-term goals, plans, and designs of both Partners. The City and CHRSA previously entered into a Memorandum of Understanding Agreement No. 7572 ("First MOU"), that demonstrated their support for the work to complete the Master Plan and pursue the Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") Grant program funding. This new MOU is intended to supplant the first MOU in its entirety. This new MOU will establish a framework for working together and provide more specific details for advancing work on the Master Plan to position themselves for grant funding.

The new MOU does not create any new obligations that are not already anticipated in the environmental documents for the Bakersfield to Palmdale project section.

The City and CHRSA intend to build on CHRSA's Bakersfield to Palmdale Final EIR/EIS and Business Plan to facilitate the efforts. This will include:

- A Master Plan that ensures the functional needs of Palmdale Station are integrated into the overall development of the area surrounding the station;
- A Master Plan that achieves the Objectives of the Partners to the greatest extent possible;
- Pursue and take advantage of funding opportunities;
- Coordinate Early Works;
- Attract development projects that reflect the authentic character of Palmdale; and,
- Coordinate with other partners, including Antelope Valley Transit Authority ("AVTA"), the High Desert Corridor Joint Powers Agency ("HDC JPA"), Los Angeles County Metropolitan Transportation Authority ("Metro"), Southern California Regional Rail Authority ("Metrolink"), Union Pacific Railroad ("UPRR"), and Los Angeles County.

The City and CHRSA will work together to develop any future agreements or amendments to agreements, including this MOU, if necessary or in furtherance of the objectives of the MOU.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

- D. Launch an efficient regional multi-modal transportation hub connecting high-speed rail, air, auto, and public transit.

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

ATTACHMENTS

1. MOU Agreement No. A-8543

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PALMDALE
AND
THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY
CONCERNING PALMDALE STATION MASTER PLAN

The City of Palmdale (“City” or “Palmdale”) and the California High-Speed Rail Authority (“Authority”), hereinafter referred to as “the Partners” hereby enter this Memorandum of Understanding (“MOU”) to memorialize the recitals and areas of cooperation as set forth below and to formalize their partnership regarding the future high-speed rail station in Palmdale.

RECITALS

- A. WHEREAS the Authority is committed to connecting the Central Valley to the Bay Area and the Los Angeles economic mega-regions through electric high-speed rail which will, in turn, drive economic development and investment in communities served;
- B. WHEREAS the Authority issued the Final Environmental Impact Report/Environmental Impact Statement (“Final EIR/EIS”) and Record of Decision/Notice of Decision for its Bakersfield to Palmdale project section that includes a station in Palmdale (Palmdale Station);
- C. WHEREAS the Authority’s Palmdale Station and station site facilities are intended to serve as a multimodal hub of seamless transit connectivity, incentivize first and last mile connections, and encourage integrated station area development;
- D. WHEREAS Palmdale’s goals for the Palmdale Station are to create a vibrant, walkable, pedestrian-oriented, mixed-use community around the Station that will include residential, open space, and commercial development;
- E. WHEREAS Brightline West’s future High-Desert Corridor project will provide high-speed rail service from Las Vegas, with intentions to connect to the Palmdale Station;
- F. WHEREAS the Partners have participated in, and continue to collaborate regarding, certain planning activities pertaining to Palmdale Station including but not limited to the Final EIR/EIS and Palmdale Transit Area Specific Plan;
- G. WHEREAS the Partners have collaborated in a series of workshops since June 2022, supported by applicable stakeholder agencies, focused on advancing key collaborative decisions regarding timing, multi-modal integration, and public/private sector participation in the development and delivery of Palmdale Station (“Workshops”) that culminated in the Station Visualization, attached as **Exhibit A** to illustrate progress to date;
- H. WHEREAS the Partners want to continue developing common objectives, lasting partnerships, and an effective station area partnership structure for the purpose of creating an integrated multi-modal Palmdale Station master plan that considers the near- and long-term goals, plans and designs of both Partners (“Master Plan”); and
- I. WHEREAS the Partners previously entered a memorandum of understanding, Agreement No. 7572 (“First MOU”) to demonstrate their support for the work to complete the Master Plan and pursue Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) Grant program funding, if available. This MOU is intended to supplant the First MOU in its entirety and

establish the framework and more specific details for advancing work on the Master Plan by the Partners.

- J. WHEREAS the Partners wish to enter into this Agreement for purposes of advancing their partnership and work of the Partners to develop the Master Plan and to strive to obtain funding therefor.

Therefore, the Partners hereby enter into this Agreement, incorporating in the Recitals above, according to the terms and conditions set forth below.

AGREEMENT

SECTION 1

Objectives for Palmdale Station

The objectives of the Partners for Palmdale Station are to develop a world-class center of transit and public life that:

- enables sustainability, functionality, compatibility, and efficiency for optimum connectivity among transportation providers at the station;
- creates an inviting place at the station that integrates into the surrounding community including new main streets, along with public amenities and spaces, and spurs adjacent development; and
- continue to further refine their vision as set forth in Exhibit A for Palmdale Station (collectively, the "Objectives").

SECTION 2

Palmdale Station Master Plan

The Partners intend to complete a Palmdale Station Master Plan for the purpose of identifying the needs of the station and station area to satisfy the Partners' Objectives. The scope of work for the Palmdale Station Master Plan will include the following:

- A. Identify the needs and requirements;
- B. Establish the planning area boundary;
- C. Develop a conceptual design;
- D. Identify supportive public infrastructure improvements and opportunities to preserve right of way and access to right of way;
- E. Develop a phased schedule of improvements, utility relocation, and priority of Early Works;
- F. Identify development opportunities; and
- G. Identify the roles and responsibilities of the Partners and others where appropriate.

SECTION 3

Purpose of the Partnership

The City and the Authority hereby establish a partnership for the purpose of jointly leading efforts to develop the Palmdale Station Master Plan, including the following to the greatest extent possible:

- A. A Master Plan that ensures the functional needs of Palmdale Station are integrated into the overall development of the area surrounding the station;
- B. Pursue and take advantage of funding opportunities;

- C. Coordinate Early Works (defined below);
- D. A Master Plan that achieves the Objectives of the Partners to the greatest extent possible; and
- E. Attract projects that reflects the authentic character of Palmdale.

SECTION 4

Roles and Responsibilities

A. Shared Roles and Responsibilities

- 1. Lead completion of the Palmdale Station Master Plan;
- 2. Exchange information in a transparent manner that advances the Objectives of the Partners;
- 3. Attend meetings and utilize resources to advance the Objectives of the Partners;
- 4. Establish leadership for each grant opportunity based on type of project and likelihood of success;
- 5. Jointly pursue grant, funding, and financing opportunities; and
- 6. Coordination with other partners, as discussed in Section 5 below; stakeholders, as discussed in Section 7 below; and the community.

B. Roles and Responsibilities of City

- 1. Preserve and maximize opportunities for development surrounding Palmdale Station;
- 2. Coordinate and cooperate with the Authority as it advances design, construction, and implementation of Palmdale Station;
- 3. Implement land use regulations;
- 4. Plan and implement public infrastructure improvement projects supportive of the Objectives; and
- 5. Leverage local resources, as appropriate, in support of grant, funding and financing opportunities.

C. Roles and Responsibilities of Authority

- 1. Design and construct its rail infrastructure for Palmdale Station;
- 2. Coordinate the transit operations functionality into the design of Palmdale Station;
- 3. Optimize the Palmdale Station site for transit-oriented development (“TOD”) opportunities;
- 4. Leverage internal technical resources to support planning and market analyses; and
- 5. Leverage internal technical resources to support grant opportunities; infrastructure planning; and feasibility studies.

SECTION 5 COORDINATION WITH OTHER PARTNERS

Other entities beyond the Partners who are signatories to this Agreement, will play important roles in implementation of the Palmdale Station. The Partners will cooperate with each other in the coordination with these other entities.

A. Transit and Rail Partners

The Transit and Rail Partners are the Antelope Valley Transit Authority (“AVTA”), the High Desert Corridor Joint Powers Agency (“HDC JPA”), Los Angeles County Metropolitan Transportation Authority (“Metro”), Southern California Regional Rail Authority (“Metrolink”), and Union Pacific Railroad (“UPRR”). The Transit and Rail Partners may take on any of the following roles and responsibilities:

1. Develop and/or review design plans for transit infrastructure for Palmdale Station;
2. Construct transit infrastructure when not implemented by another Partner;
3. Operate transit service at Palmdale Station;
4. Coordinate right of way access;
5. Contribute funding as appropriate for transit infrastructure and other Palmdale Station facilities; and
6. Provide letters of support when the Partners pursue grant funding.

B. LA County

Los Angeles County may take on any of the following roles and responsibilities:

1. Coordinate property access and opportunities for preservation of right of way;
2. Coordinate potential facility reconfiguration or relocation;
3. Preserve and maximize opportunities for development surrounding Palmdale Station;
4. Implement land use regulations and investigate ways to manage the complexity of multiple land owners; and
5. Provide letters of support when Partners pursue grant funding.

SECTION 6 Master Plan Committee and Points of Contact

- A. The City of Palmdale City Traffic Manager and the Authority Director of Planning and Sustainability, or their designees, will serve as the Partner’s representatives for purposes of communications or notices between the Partners for purposes of this MOU (“Points of Contact”).
- B. The Partners hereby establish a Committee that will facilitate coordinated decision making within the scope of the partnership established by this MOU. The Committee will be comprised of up to 5 representatives, who are senior staff members from each Partner organization, including the Partners’ respective Points of Contact who will serve as the co-chairpersons of the Committee.
- C. The Committee will meet at least quarterly. The scope of the Committee will be to:
 1. Share information in a transparent manner about actions taken by the Partners with respect to the Master Plan;

2. Refine the Partners' Objectives for the Master Plan;
 3. Review the status of the Master Plan and report to the executives and governing bodies of each Partner organization as appropriate;
 4. Make decisions as necessary to complete the activities identified in this MOU;
 5. Resolve any issues or disputes between the Partners at the least senior level possible;
 6. Disseminate information to other members of each Partner organization.
- D. The Committee will establish a meeting protocol and voting structure, if any, that allows for established time frames and transparency of the decision-making process. All decisions of the Committee will be documented in writing as a record of the Committee so that future staff of the Partner agencies can understand the work of the Committee. While the Committee meetings are not intended to be open meetings, the Committee may agree to invite the other Project partners, as identified in this Agreement, to participate.
- E. The Partners acknowledge that each has a governing structure that must be advised of, and possibly approve, some or all decisions made by the Committee in conjunction with this MOU. No decision of the Committee is binding upon either Partner until respective governance approval is obtained (where necessary).
- F. The Partners will each appoint a Project Manager to manage the completion of the Palmdale Station Master Plan. The Partners may each appoint other working groups or project managers to facilitate completion of other work of the Committee.

SECTION 7

Stakeholder Outreach and Coordination

- A. The Partners commit to working collaboratively and with local stakeholders and other station transit operators toward a shared understanding of the needs and requirements of an integrated Palmdale Station; and
- B. The Partners will jointly identify stakeholders for the Master Plan and coordinate outreach activities with those stakeholders through the Committee. The Partners will align their public communications strategies through the Committee.

SECTION 8

Early Work Actions

The Partners will identify possible early work actions to support their Objectives for the Master Plan that would benefit from coordination between the Partners ("Early Work Actions"). Early Work Actions may include but are not limited to: acquisition of property and preservation of right of way; identification, relocation, and improvement of utilities; drainage improvement projects; grade separations; public right-of-way improvements; accessibility and pedestrian improvements; phasing and prioritization of public projects; real estate market studies; and development community outreach. Each Partner will advise the Committee on the potential for, or progress of, Early Work Actions and request coordination through the Committee. Investments made by Partners on approved Early Work Actions may be eligible for reimbursement as funding and resources become available. Investments may also be counted towards a Partners local match requirement on grant funding awards in lieu of reimbursement.

SECTION 9
Funding and Resources

The Partners will jointly pursue and support grant funding opportunities to support the Master Plan. The Partners acknowledge that federal grant funding awards typically require local matching funds. When a grant opportunity is identified, the Partners will establish a proposed allocation of the local match requirements between the Partners and other interested parties, likely split equally. The proposed allocation must be approved by each Partner through its respective governance process. The Partners will make staff resources available as needed to support the work of the Committee and cooperate to identify creative funding sources for local match.

SECTION 10
Term and Termination

This MOU is effective from the date of its signature until terminated by either Partner. Either Partner may terminate this Agreement by providing a written notice to the Point of Contact of the other Partner sixty (60) calendar days before the effective date of the termination.

SECTION 11
Miscellaneous

- A. The Partners anticipate that coordination related to other projects with the jurisdiction of one Partner and not related to the Station Master Plan will require a separate agreement. The Partners will work together to develop any future agreements or amendments to agreements, including this MOU, if necessary or in furtherance of the objectives of this MOU.
- B. The Partners will work collaboratively to achieve the objectives of this MOU including, among other actions:
 - 1. the commitment of personnel;
 - 2. the participation in recurring meetings and/or workshops;
 - 3. the exchange of necessary technical and other information; and
 - 4. good faith negotiation of more detailed agreements where needed.
- C. This MOU is effective from the date of its last signature. This MOU can only be amended by the Partners in writing.
- D. This MOU is a voluntary initiative and does not create any legally binding rights, limitations, or obligations upon the Partners. If required by the governance structure of the respective Partners, decisions made by the Committee pursuant to this MOU require approval from the Authority and/or City of Palmdale.
- E. The Partners shall bear their own agency's costs related to this effort.
- F. Nothing in this MOU is intended to impact, contradict, or limit any other agreements or Memoranda of Understanding that may exist between the Partners and other related stakeholders as of the effective date of this MOU with the sole exception of the First MOU which is hereby deemed retired by the Partners.

Dated: _____

CITY OF PALMDALE

Ronda Perez
City Manager

APPROVED AS TO FORM

William P. Curley, III
Interim City Attorney

ATTEST

Roxanne Faber
Acting City Clerk

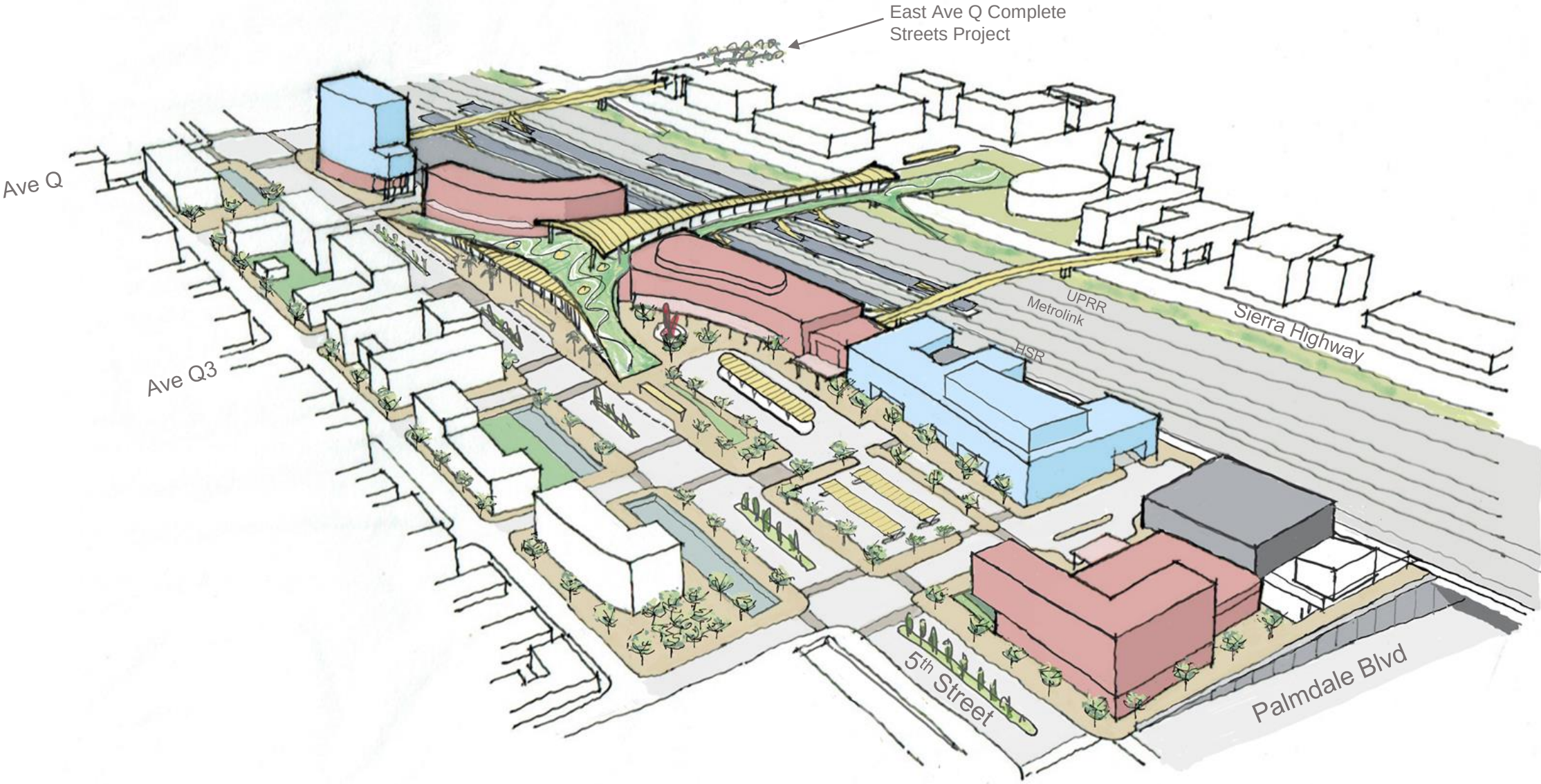
Dated: _____

**CALIFORNIA HIGH-SPEED RAIL
AUTHORITY**

Brian Kelly
Chief Executive Officer

EXHIBIT A
STATION VISUALIZATION
(pages to follow)

3D “Cartoon” View of Conceptual Station Area Vision





City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION
DISTRICT: 1
SUBJECT: AWARD CONSTRUCTION AGREEMENT WITH COMET ELECTRIC, INC. FOR PN 849, RANCHO VISTA BOULEVARD AT ARMFIELD AVENUE TRAFFIC SIGNAL UPGRADE PROJECT, FOR \$733,131 FOR A TERM OF 60 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED

ISSUE

Award construction agreement with Comet Electric, Inc. for PN 849, Rancho Vista Boulevard at Armfield Avenue Traffic Signal Upgrade Project, for \$733,131 for a term of 60 working days from the date of the Notice to Proceed.

RECOMMENDATION

Staff recommends that the City Council:

1. Award construction agreement with Comet Electric, Inc. for PN 849, Rancho Vista Boulevard at Armfield Avenue Traffic Signal Upgrade Project, for \$733,131;
2. Authorize the transfer of \$169,774 of unappropriated Road Maintenance & Rehabilitation Account Funds (210) into Account T0129210-724525, Rancho Vista Boulevard at Armfield Avenue Traffic Signal Upgrade Project; and,
3. Authorize the City Manager or her designee to execute Agreement No. A-8447 with Comet Electric, Inc., including non-substantive changes.

BACKGROUND

Project No. 849, Rancho Vista Boulevard at Armfield Avenue Traffic Signal Upgrade Project, provides limited intersection improvements, traffic signal upgrades, and revised signing and striping at Rancho Vista Boulevard at Armfield Avenue.

DISCUSSION

On August 14, 2023, the project was advertised electronically through PlanetBids. Over 274 vendors were notified. Twenty-one (21) prime contractors, with one local presence, downloaded the bid documents for review.

On September 12, 2023, two (2) bids for this project were received and are summarized below:

Bidder	Location	Amount
1. Comet Electric, Inc.	Chatsworth, CA	\$733,131
2. Elecnor Belco Electric, Inc.	Chino, CA	\$789,181

As the construction work exceeds \$250,000, it falls under the Community Workforce Agreement. References have been checked, and staff recommend awarding Project No. 849 to the lowest responsive, responsible bidder, Comet Electric, Inc., for \$733,131.

FISCAL IMPACT

The project is funded in Account No. T0129210-724525, with an available balance of \$680,226. To compensate for the budget shortfall, staff recommend transferring \$169,774 from unappropriated RMRA SB1 Funds into Account No. T0129210-724525.

The fiscal impact and remaining account balance can be seen in the following table:

Scope of Work			Cost
Agreement No. A-8447			\$733,131
Construction Contingency (5%)			\$36,660
Permit Fees			\$20,000
Inspections			\$28,000
Labor Compliance			\$7,500
Administration			\$24,709
Total			\$850,000
Account Number	Available Balance	Budget Shortfall	Total Project Costs
T0129210	\$680,226	\$169,774	\$850,000

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Draft Agreement No. A-8447

AGREEMENT NO. A- 8447
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND COMET ELECTRIC, INC.

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

1 Scope of Work

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

PN 849 - Rancho Vista Boulevard and Armfield Avenue Traffic Signal Upgrades.

The work may consist of but is not limited to: Intersection improvements which includes curb and gutter, drainage improvements, traffic signals, and signing and striping at Rancho Vista Boulevard and Armfield Avenue. The work is estimated to cost approximately \$733,131 and shall be completed in 60 working days.

2 Standard Specifications

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

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of Seven Hundred Thirty-Three Thousand One Hundred Thirty-One Dollars (\$733131) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 110 calendar days of said notice.

5 Payment and Performance Bonds; Guaranty

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

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A/B Contractor's License **[or Specialty Contractor License consisting of Class C-10 license]** to perform the required work ("Work"). Contractor's DIR registration number is 1000005203. Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

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

8 Non-Assignability

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

9 Administration

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

10 Indemnification

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

11 Liability Insurance

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

11.1.1 Commercial General Liability

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

11.1.2 Commercial Automobile Liability

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

11.1.3 Workers' Compensation and Employer's Liability

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

11.1.4 Pollution/Environmental Liability*

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

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

- A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract.

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

B. "Severability of Interest" Clause.

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

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

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

11.6 Acceptable Proof of Insurance:

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

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

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

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

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

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

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

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

12 State Labor Code

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

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

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor

Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

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

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

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

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

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

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

relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

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

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

13 Antitrust Claims

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

14 Trenching and Excavations

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

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

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

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

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other

provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

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

16 Third Party Claims

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

17 Non-Collusion

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

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this

Contract which is or may likely make Contractor “financially interested,” as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

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

20 Substitute Security

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

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

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

If Contractor elects to receive interest on moneys withheld in retention by the City, it

shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

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

21 Claims Dispute Resolution

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

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

22 Non-discrimination and Equal Employment Opportunity

22.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the

medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status.

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

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

23 Integration

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

24 Governing Law

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

25 Successors and Assigns

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

26 Exhibits

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

27 Authority to Sign

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

DRAFT

28 Time is of the Essence

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

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

CITY OF PALMDALE

COMET ELECTRIC, INC.

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez Date
City Manager

Jason Pennington Date
Treasurer

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
COMET ELECTRIC, INC.
21625 Prairie Street
Chatsworth, CA 91311

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST: If Corporation

ATTEST:

SIGNATURE AREA

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

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

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



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION
DISTRICT: ALL
SUBJECT: APPROVE REQUISITION NO. 00240393 FOR PURCHASE ORDER
WITH SITEONE LANDSCAPE SUPPLY, LLC FOR LANDSCAPE
AGGREGATE, BOULDERS, AND MATERIALS IN AN AMOUNT NOT
TO EXCEED \$137,000 FOR FY 2023-24

ISSUE

Approve Requisition No. 00240393 for Purchase Order with SiteOne Landscape Supply, LLC for landscape aggregate, boulders, and materials in an amount not to exceed \$137,000 for FY 2023-24.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Requisition No. 00240393 for Purchase Order with SiteOne Landscape Supply, LLC for landscape aggregate, boulders, and materials in an amount not to exceed \$137,000 for FY 2023-24; and,
2. Authorize the City Manager or her designee to authorize Requisition No. 00240393 and the resulting Purchase Order with SiteOne Landscape Supply, LLC, including non-substantive changes.

BACKGROUND

The City released an Invitation for Bid No. 22-007-3400 for Landscape Aggregate, Boulders, and Materials in October 2022. As a result of the solicitation, SiteOne Landscape Supply, LLC was the lowest responsive bidder, and the City Manager approved a purchase order for \$95,000 through June 2023.

The Maintenance Division is exercising its first of two options to extend the purchase order contract for an additional one-year period commencing July 1, 2023, through June 30, 2024, and projecting \$137,000 of material costs based on scheduled renovation projects and historical spending.

DISCUSSION

Landscape rock aggregate, boulders, and materials are used for citywide landscape renovation projects in City Parks and Facility Grounds, Palmdale Transportation Center, Park-n-Rides, General Benefit Landscape areas, and Landscape Assessment Districts.

These landscape enhancement projects and the materials used are essential for the beautification and sustainability of City grounds and community green spaces to maintain landscape quality and provide safe and attractive public spaces and infrastructure.

FISCAL IMPACT

The blanket Purchase Order amount for landscape aggregate and materials for FY 2023-24 will not exceed \$137,000. Sufficient funds are budgeted in Park Maintenance (10133002); Palmdale Transportation Center (20333005); Landscape Maintenance-General Benefit (10133003); and Landscape Maintenance-Assessment Districts (25133003) Program Supply accounts.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

ATTACHMENTS

1. Requisition No. 00240393 SiteOne Landscape Supply

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Requisition 00240393-00 FY 2024

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550

Acct No:
10133002-732920
Review:
Buyer: mharris
Status: Approved

Page 1

Vendor 36-448550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET

Ship To
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST

PALMDALE, CA 93550
EARMSTRONG@CITYOFPALMDALE.ORG

CLEVELAND, OH 44114

Tel#7472634255

Delivery Reference
EARMSTRONG/PWOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	009056	09/28/23			LANDSCAPE MAINTENANCE -97-1
LN Description / Account					
			Qty	Unit Price	Net Price

General Notes

IFB 22-007-3400 Site One Landscape Supply Holding LLC was selected following an invitation for bids request. Site One Landscape Supply Holding LLC was selected for the lowest bid submitting pricing for the materials requested. November 30th, 2022. PREVIOUS P.O. 20230516

001 250 TONS OF GOLD DG (STABILIZED) @ 22700.00 1.00000 22700.00
= \$82.00 PER TON + 10.25% SALES TAX DL
= \$22,601.25. TO BE DELIVERED AS REQUESTED INCREMENTALLY TO VARIOUS PARKS FOR TRAIL MAINTENANCE AND THE CITY OF PALMDALE MAINTENANCE YARD.

Additional Description Notes

THIS BLANKET PURCHASE ORDER FOR FY 2023-2024 COMMENCING JULY 1, 2023 AND EXPIRING JUNE 30, 2024 IS THE RESULT OF IFB 22-007-3400 LANDSCAPE AGGREGATE, BOULDERS, AND MATERIALS(AS-NEEDED). THIS IS THE FIRST OF TWO OPTIONS TO RENEW. REQUISITION 240393 PENDING CITY COUNCIL'S APPROVAL ON OCTOBER 18TH, 2023.

1	10133002-732920		22700.00		
002	50 TONS OF 3/4" GOLD OR MOJAVE SUNSET CRUSHED ROCK @ \$86 PER TON + 10.25% SALES TAX = \$4738.60 PER TON. TO BE DELIVERED AS REQUESTED INCREMENTALLY TO VARIOUS PARK SITES AND THE CITY OF PALMDALE	4750.00	DL	1.00000	4750.00

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550
Acct No:
10133002-732920
Review:
Buyer: mharriis
Status: Approved
Ship To
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
EARMSTRONG@CITYOFPALMDALE.ORG
Delivery Reference
EARMSTRONG/PWOOD
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Page 2
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Vendor 36-4485550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET
CLEVELAND, OH 44114
Tel#7472634255

Table with 6 columns: Date Ordered, Vendor Number, Date Required, Ship Via, Terms, Department. Row 1: 09/18/23, 009056, 09/28/23, LANDSCAPE MAINTENANCE -97-1, 4750.00

LN Description / Account
MAINTENANCE YARD.FOR CITYWIDE
PARKS PROJECTS.
1 10133002-732920
003 25 TONS OF 1"-3" MOJAVE SUNSET
CRUSHED ROCK @ \$88 PER TON + 10.
25% SALES TAX = \$2425.5 PER TON.
TO BE DELIVERED AS REQUESTED
INCREMENTALLY TO VARIOUS PARK
SITES AND THE CITY OF PALMDALE
MAINTENANCE YARD.FOR CITYWIDE
PARKS PROJECTS.

1 10133002-732920
2450.00
DL
2450.00

004 5 TONS OF MOJAVE SUNSET BOULDERS @
\$112.00 PER TON PLUS 10.25% SALES
TAX = \$617.40 PER TON. TO BE
DELIVERED INCREMENTALLY TO VARIOUS
PARKS OR THE CITY OF PALMDALE
MAINTENANCE YARD.
1 10133002-732920
625.00
DL
625.00

1 10133002-732920
2450.00
DL
2450.00

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Requisition 00240393-00 FY 2024

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Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550

Acct No:
10133002-732920

Review:
Buyer: mharris

Status: Approved

Page 3

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Vendor 36-4485550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET

Ship To
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST

PALMDALE, CA 93550
EARMSTRONG@CITYOFFALMDALE.ORG

CLEVELAND, OH 44114

Delivery Reference
EARMSTRONG/PWOOD

Tel#7472634255

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	Qty	Unit Price	Net Price
09/18/23	009056	09/28/23			LANDSCAPE MAINTENANCE -97-1			
IN Description / Account								
005 5 TONS OF GOLD BOULDERS @ \$112.00								
PER TON PLUS 10.25% SALES TAX =								
\$617.40 PER TON. TO BE DELIVERED								
INCREMENTALLY TO VARIOUS PARKS OR								
THE CITY OF PALMDALE MAINTENANCE								
YARD.								
1	10133002-732920					625.00		
006 5 TONS OF Granite BOULDERS @ \$149.								
00 PER TON PLUS 10.25% SALES TAX =								
\$821.36 PER TON. TO BE DELIVERED								
INCREMENTALLY TO VARIOUS PARKS OR								
THE CITY OF PALMDALE MAINTENANCE								
YARD.								
1	10133002-732920					850.00		
007 353 TONS OF 3/4" GOLD OR MOJAVE								
SUNSET CRUSHED ROCK @ \$86 PER TON								
+ 10.25% SALES TAX = \$33469.70 PER								
TON. TO BE DELIVERED AS REQUESTED								
INCREMENTALLY TO PALMDALE								
TRANSPORTATION CENTER AND THE CITY								
OF PALMDALE MAINTENANCE YARD.								
1	20333005-732910-3410					33500.00		

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Requisition 00240393-00 FY 2024

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550
Acct No:
10133002-732920
Review:
Buyer: mharriis
Status: Approved
Page 4

Vendor 36-448550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET
CLEVELAND, OH 44114
PALMDALE, CA 93550
EARMSTRONG@CITYOFPALMDALE.ORG
Delivery Reference
EARMSTRONG/PWOOD

Table with 6 columns: Date Ordered, Vendor Number, Date Required, Ship Via, Terms, Department. Row 1: 09/18/23, 009056, 09/28/23, LANDSCAPE MAINTENANCE -97-1

Table with 5 columns: LN, Description / Account, Qty, Unit Price, Net Price. Rows include items 008, 009, 010 with descriptions of boulders and stabilized DG.

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550
Acct No:
10133002-732920
Review:
Buyer: mharriis
Status: Approved
Page 5

Vendor 36-4485550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET
CLEVELAND, OH 44114
PALMDALE, CA 93550
EARMSTRONG@CITYOFFPALMDALE.ORG
Delivery Reference
EARMSTRONG/PWOOD

Table with 6 columns: Date Ordered, Vendor Number, Date Required, Ship Via, Terms, Department. It contains three line items (011, 012, 013) detailing landscape maintenance work with associated quantities and prices.

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Requisition 00240393-00 FY 2024

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550

Acct No:
10133002-732920
Review:
Buyer: mharis
Status: Approved

Ship To
PUBLC WORKS/MAINTENANCE
39110 3RD ST EAST

PALMDALE, CA 93550
EARNSTRONG@CITYOFFPALMDALE.ORG

Delivery Reference
EARNSTRONG/PWOOD

=====

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	009056	09/28/23			LANDSCAPE MAINTENANCE -97-1
LN Description / Account		Qty	Unit Price	Net Price	
1 25133003-735100-3610			1250.00		

014 21 TONS OF GREY GRANITE BOULDERS @
\$149.00 PER TON + 10.25% SALES TAX
= \$3449.72 PER TON. TO TO BE
DELIVERED AS REQUESTED
INCREMENTALLY TO VARIOUS LMDS AND
THE CITY OF PALMDALE MAINTENANCE
YARD.

3500.00 DL 1.00000 3500.00

=====

1 25133003-735100-3610 3500.00

015 101 TONS OF MESA 3-6" ARIZONA
RIVER ROCK @ \$129.00 PER TON + 10.
25% SALES TAX = \$13473.65PER TON.
TO TO BE DELIVERED AS REQUESTED
INCREMENTALLY TO VARIOUS GENERAL
BENEFITS AREAS AND THE CITY OF
PALMDALE MAINTENANCE YARD.

13500.00 DL 1.00000 13500.00

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1 10133003-735100 13500.00

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Requisition 00240393-00 FY 2024

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Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550

Acct No:
10133002-732920
Review:
Buyer: mharris
Status: Approved

Ship To
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST

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Page 7

Vendor 36-4485550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET

CLEVELAND, OH 44114

Tel#7472634255

PALMDALE, CA 93550
EARNSTRONG@CITYOFPALMDALE.ORG

Delivery Reference
EARNSTRONG/PWOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	009056	09/28/23			LANDSCAPE MAINTENANCE -97-1
LN Description / Account				Qty	Unit Price Net Price

016	66 TONS OF 3/4" MOJAVE SUNSET CRUSHED ROCK @ \$86.00 PER TON + 10.25% SALES TAX = \$6257.799 PER TON. TO BE DELIVERED AS REQUESTED INCREMENTALLY TO VARIOUS GENERAL BENEFITS AREAS AND THE CITY OF PALMDALE MAINTENANCE YARD.	6300.00	DL	1.00000	6300.00
1	10133003-735100	6300.00			
017	63 TONS OF 1"-3" GOLD STABILIZED DECOMPOSED GRANITE @ \$82.00 PER TON + 10.25% SALES TAX = \$5695.51 PER TON. TO BE DELIVERED AS REQUESTED INCREMENTALLY TO VARIOUS GENERAL BENEFITS AREAS AND THE CITY OF PALMDALE MAINTENANCE YARD.	5700.00	DL	1.00000	5700.00
1	10133003-735100	5700.00			
018	20 TONS OF MOJAVE SUNSET BOULDERS @ \$112.00 PER TON + 10.25% SALES TAX = \$2469.60 PER TON. TO BE DELIVERED AS REQUESTED INCREMENTALLY TO VARIOUS GENERAL BENEFITS AREAS AND THE CITY OF PALMDALE MAINTENANCE YARD.	2500.00	DL	1.00000	2500.00

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550
Acct No:
10133002-732920
Review:
Buyer: mharris
Status: Approved
Page 8

Ship To
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
EARNSTRONG@CITYOFFPALMDALE.ORG

Delivery Reference
EARNSTRONG/PWOOD

019 15 TONS OF GOLD BOULDERS @ \$112.00
PER TON + 10.25% SALES TAX = \$1852.
20 PER TON. TO TO BE DELIVERED AS
REQUESTED INCREMENTALLY TO VARIOUS
GENERAL BENEFITS AREAS AND THE
CITY OF PALMDALE MAINTENANCE YARD.

***** General Ledger Summary Section *****
Account
10133002-732920
PARK MAINTENANCE
10133003-735100
LANDSCAPE MAINTENANCE
20333005-732910-3410
FACILITIES - TRANSPORTATION
25133003-735100-3610
LANDSCAPE MAINTENANCE

***** Approval/Conversion Info *****
Activity Date Clerk
E-mail 09/19/23 Bruce Roadhouse
E-mail 09/19/23 Joel Kefuss
E-mail 09/19/23 Lynn Glidden

Amount Remaining Budget
32000.00 10469316.32
SUPPLIES-MAINT&REPAIR-PRK GRND
OFFICE AND OPERATING SUPPLIES
SUPPLIES-MAINT&REPAIR-LANDSCP
OFFICE AND OPERATING SUPPLIES

Activity Date Clerk
E-mail 09/19/23 Bruce Roadhouse
E-mail 09/19/23 Joel Kefuss
E-mail 09/19/23 Lynn Glidden

Amount Remaining Budget
32000.00 10469316.32
SUPPLIES-MAINT&REPAIR-PRK GRND
OFFICE AND OPERATING SUPPLIES
SUPPLIES-MAINT&REPAIR-LANDSCP
OFFICE AND OPERATING SUPPLIES

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E-mail 09/19/23 Lynn Glidden

Amount Remaining Budget
32000.00 10469316.32
SUPPLIES-MAINT&REPAIR-PRK GRND
OFFICE AND OPERATING SUPPLIES
SUPPLIES-MAINT&REPAIR-LANDSCP
OFFICE AND OPERATING SUPPLIES

Activity Date Clerk
E-mail 09/19/23 Bruce Roadhouse
E-mail 09/19/23 Joel Kefuss
E-mail 09/19/23 Lynn Glidden

Amount Remaining Budget
32000.00 10469316.32
SUPPLIES-MAINT&REPAIR-PRK GRND
OFFICE AND OPERATING SUPPLIES
SUPPLIES-MAINT&REPAIR-LANDSCP
OFFICE AND OPERATING SUPPLIES

Activity Date Clerk
E-mail 09/19/23 Bruce Roadhouse
E-mail 09/19/23 Joel Kefuss
E-mail 09/19/23 Lynn Glidden

Amount Remaining Budget
32000.00 10469316.32
SUPPLIES-MAINT&REPAIR-PRK GRND
OFFICE AND OPERATING SUPPLIES
SUPPLIES-MAINT&REPAIR-LANDSCP
OFFICE AND OPERATING SUPPLIES

Activity Date Clerk
E-mail 09/19/23 Bruce Roadhouse
E-mail 09/19/23 Joel Kefuss
E-mail 09/19/23 Lynn Glidden

Amount Remaining Budget
32000.00 10469316.32
SUPPLIES-MAINT&REPAIR-PRK GRND
OFFICE AND OPERATING SUPPLIES
SUPPLIES-MAINT&REPAIR-LANDSCP
OFFICE AND OPERATING SUPPLIES

=====

Requisition 00240393-00 FY 2024

Bill To
FINANCE DEPARTMENT
38300 SIERRA HWY
STE D
PALMDALE, CA
93550

Acct No:
10133002-732920
Review:
Buyer: mharriis
Status: Approved

Page 9

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Vendor 36-4485550
SITEONE LANDSCAPE SUPPLY, LLC
1385 EAST 36TH STREET

Ship To
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST

CLEVELAND, OH 44114
PALMDALE, CA 93550
EARMSTRONG@CITYOFPALMDALE.ORG

Tel#7472634255
Delivery Reference
EARMSTRONG/PWOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	009056	09/28/23			LANDSCAPE MAINTENANCE - 97-1
LN Description / Account			Qty	Unit Price	Net Price
E-mail 09/19/23 Janelle Samson				e-mail notification sent	
E-mail 09/19/23 Dawn McIntosh				e-mail notification sent	
E-mail 09/19/23 Matthew Harris				e-mail notification sent	

Authorized By: _____ Signature _____ Date: _____



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NEIGHBORHOOD SERVICES DEPARTMENT
EMERGENCY SERVICES
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2023-066, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE EXTENDING THE DIRECTOR OF EMERGENCY SERVICES' PROCLAMATION OF A LOCAL EMERGENCY RESULTING FROM TROPICAL STORM HILARY

ISSUE

Adopt Resolution No. CC 2023-066, a Resolution of the City Council of the City of Palmdale extending the Director of Emergency Services' Proclamation of a Local Emergency resulting from Tropical Storm Hilary.

RECOMMENDATION

Staff recommends the City Council:

1. Adopt Resolution No. CC 2023-066 extending the Director of Emergency Services' Proclamation of a Local Emergency resulting from Tropical Storm Hilary; and
2. Authorize the Director of Emergency Services or their designee to negotiate and execute such contracts, agreements, applications or other documents with such other Federal, State, or local agencies or other groups and organizations as are necessary to obtain emergency aid, assistance, or services to the City of Palmdale.

BACKGROUND

The National Weather Service issued a Tropical Storm Warning on August 18, 2023, warning of conditions of damage and extreme peril to the safety of persons and property within the City of Palmdale. On Sunday, August 20, 2023, conditions of disaster or extreme threat to persons and property were present due to Tropical Storm Hilary, which arrived in the City of Palmdale bringing high winds and gusts, intense precipitation, debris flow, urban flooding, falling and downed trees, and adverse impacts to critical infrastructure. The City of Palmdale received approximately six inches of rain in a 24-hour period.

Both public and private property sustained damage. The City virtually activated the Emergency Operation Center in response to the emergency. City Staff were deployed to clear roads, alleviate flooding, and inspect damaged dwellings. In addition, Victory Outreach opened the City Community Emergency Resource Center, providing refuge from the storm for residents in need. On August 20, 2023, the County of Los Angeles and the State of California each declared an emergency, both in response to Tropical Storm Hilary.

DISCUSSION

On August 24, 2023, the City's Director of Emergency Services proclaimed the existence of a local emergency within the City of Palmdale, pursuant to the California Government Code Section 8630 and Municipal Code Section 2.28.040. The City Council ratified the proclamation under Resolution CC 2023-055. The conditions resulting from the Tropical Storm Hilary Incident warrant and necessitate the extension of the proclamation of the existence of a local emergency due to the City continuing clean up and repair of the impacts to critical infrastructure from Tropical Storm Hilary. Resolution CC 2023-066 would authorize the Director of Emergency Services to continue to take appropriate measures to protect public health, safety, and welfare and obtain emergency aid from other agencies. In accordance with Municipal Code Section 2.28.040, the Director of Emergency Services is empowered to take actions including but not limited to obtaining vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property and to bind the City for the fair value thereof.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

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

ATTACHMENTS

1. Resolution No. CC 2023-066

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2023-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
MAKING LEGALLY REQUIRED FINDINGS AND EXTENDING THE
LOCAL EMERGENCY RESULTING FROM TROPICAL STORM HILARY

WHEREAS, the National Weather Service issued a Tropical Storm Warning on August 18, 2023, warning of conditions of damage and extreme peril to the safety of persons and property within the City of Palmdale; and

WHEREAS, on Sunday, August 20, 2023, conditions of disaster or extreme threat to persons and property were present due to Tropical Storm Hilary, which arrived in the City of Palmdale bringing high winds and gusts, intense precipitation of approximately six inches of rain in a 24-hour period, debris flow, urban flooding, falling and downed trees, and adverse impacts to critical infrastructure; and

WHEREAS, the City's Director of Emergency Services did proclaim the existence of a local emergency within the City of Palmdale, pursuant to California Government Code Section 8630 and Palmdale Municipal Code Section 2.28.040, on the 24th of August, 2023; and

WHEREAS, the City of Palmdale City Council does hereby find that the aforesaid conditions resulting from the Tropical Storm Hilary Incident warrant and necessitate the extension of the proclamation of the existence of a local emergency due to the City continuing clean up and repair of the impacts to critical infrastructure from Tropical Storm Hilary.

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 incorporated by reference.

SECTION 2. The City Council finds that the state of emergency declared by the Council on August 28, 2023, remains in effect. Pursuant to Government Code Section 8630 and Palmdale Municipal Code Section 2.28.040, the City Council extends the proclamation of the Director of Emergency Services of a state of local emergency and hereby proclaims that a state of local emergency continues to exist within the City of Palmdale.

SECTION 3. The City Council directs the Director of Emergency Services or their designee to take such actions as are appropriate to the fullest extent provided by the Federal, State, and local law to protect the public health, welfare, safety, and property

of the residents of the City of Palmdale and in accordance with Municipal Code section 2.28.040.

SECTION 4. The City Council further authorizes the Director of Emergency Services or their designee to negotiate or execute such contracts, agreements, applications, or other documents with such other Federal, State, or local agencies or other groups and organizations as are necessary to obtain emergency aid, assistance, or services to the City of Palmdale and other actions provided in accordance with Municipal Code Section 2.28.040.

SECTION 5. The aforementioned local emergency shall be deemed to continue to exist until this City Council proclaims its termination. In accordance with California Government Code 8630, this City Council shall review the need for continuing this local emergency at least once every 60 days until it terminates the local emergency.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 18th day of October, 2023.

Approved as to form:

Laura Bettencourt, Mayor

ATTEST:

William P. Curley, III
Interim City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 18th day of October, 2023 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk

**PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL/
SPECIAL JOINT MEETING
MINUTES
July 31, 2023**

CALL TO ORDER

Los Angeles County Supervisor Kathryn Barger called the Special Joint Meeting to order at 4:04 p.m.

Mayor Parris called the meeting of the Lancaster City Council to order at 4:04 p.m.

ROLL CALL

PRESENT: City Council Members: Dorris, Malhi, Mann, Vice Mayor/Vice Chair Crist; Mayor/Chair Parris

STAFF MEMBERS:

City Manager; Deputy City Managers; Interim City Attorney; Acting City Clerks; Economic and Community Development Director; Public Works Director; Finance Director; and Neighborhood Services Director.

City of Palmdale Mayor Bettencourt called the meeting of the Palmdale City Council to order at 4:04 p.m.

ROLL CALL

PRESENT: Palmdale City Council: Mayor Bettencourt, Mayor Pro Tem Alarcón, City Councilmembers Bishop, Loa, and Ohlsen

INVOCATION

Council Member Dorris

PLEDGE OF ALLEGIANCE

Councilmember Bishop

OPENING COMMENTS

Los Angeles County Supervisor Kathryn Barger, Mayor Bettencourt and Mayor Parris

Supervisor Barger announced the Public Comment time limit would be one minute.

PRESENTATIONS

- 6.1** Center for Transportation Technology Excellence
Presenters: Jess Montes, Sr. Executive Officer, LA Metro, and Karly Katona, Managing Director, Trifiletti Consulting

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

Joint City Council discussion between the City of Lancaster, City of Palmdale, Supervisor Barger, Mr. Montes, and Ms. Katona included the information provided, mutual benefits to the region, future needs assessments, and future benefits to both cities.

No public comment at this time.

- 6.2** Care Court
Presenter: Jennifer Hunt, Acting Senior Deputy Director of Reentry Services LA County Department of Mental Health

Joint City Council discussion between the City of Lancaster, City of Palmdale, Supervisor Barger, and Ms. Hunt included the information provided, mental health evaluations, and the need for local services to be available to the residents of the Antelope Valley.

No public comment at this time.

City of Palmdale Councilmember Bishop recused himself from all agendaized Joint New Business out of an abundance of caution because of prior business he has done with the City of Lancaster.

City of Palmdale Mayor Pro Tem Alarcón recused herself from Joint New Business 7.1.

JOINT NEW BUSINESS

JNB 7.1 AV FAIR MULTI AGENCY REGIONAL RESILIENCY CENTER (MARRC) AND PALMDALE REGIONAL RECREATION CENTER

City of Lancaster Public Works Director and City of Palmdale Public Works Director presented the staff report regarding this item.

Joint City Council discussion between the City of Lancaster, City of Palmdale, Supervisor Barger, City of Palmdale Attorney, and staff included the location selected, future planning, funds identified to be appropriated, seat on the JPA, need for both cities to work together, future sharing of the location, and future disaster planning.

Addressing both City Councils on this item:

Kathy MacLaren – discussed the importance of the item and benefits to the residents.

Michael Ross – Palmdale Freedom Coalition Member, discussed the use of other facilities, potential future deficit for the City, and regionalism.

Marsha – discussed past activities by Palmdale residents relating to evacuation and event centers.

Jaylene Davidson – discussed the ridiculousness of this item, need for evacuation centers to be in both cities, lack of benefit to the residents, and right to speak.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

**JNB 7.1 AV FAIR MULTI AGENCY REGIONAL RESILIENCY CENTER (MARRC)
AND PALMDALE REGIONAL RECREATION CENTER CONTINUED...**

Proud Patriot – discussed why everyone was present, funds allocated, other potential locations, need to do better, and flag ordinance.

Mario Presents – discussed the need for the cities to work together, proposed locations, events taking place at the fairgrounds, nepotism, and the need for a central location.

Abraham Salcedo – discussed his concern for the funds being committed, control of the funds, return on investment, and concepts being identified.

On a motion by Councilmember Loa, and seconded by Councilmember Ohlsen the City Council approved (i) identifying and appropriating an additional \$7.5 million in addition to the \$2.5 million that has already been disbursed, for a total of \$10 million for the MARRC facility; and (ii) reaffirming its commitment to the development of a center that will serve residents of the City of Palmdale in times of emergencies that may happen to occur and asking the City Manager to work out and define the details by the following vote: 2-1-0-0; AYES: Loa, Ohlsen; NOES: Bettencourt; ABSTAIN: None; ABSENT: None

City of Lancaster City Council took action to approve JNB 7.1 as presented (i) acknowledging it has contracted for design services in the amount of \$6.5 million; and (ii) reaffirming its commitment to developing a funding strategy which will fully fund the construction of the evacuation center and directing the City Manager to pursue all available funding sources including, but not limited to, grant funds and/or debt financing.

City of Palmdale Mayor Pro Tem Alarcón returned to the meeting at this time.

Supervisor Barger reconfirmed she had a hard stop and would need to head back to Los Angeles at 6 p.m.

Joint City Council discussion between the City of Lancaster, City of Palmdale, and Supervisor Barger, discussed turning the meeting over at 6 p.m.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

JNB 7.2 ANIMAL CARE & CONTROL

City of Palmdale Neighborhood Services Director and City of Lancaster Public Safety Director presented the staff report regarding this item.

Joint City Council discussion between the City of Lancaster, City of Palmdale, Supervisor Barger, and staff included the potential for forming a JPA between both cities, costs, recognition of room for improvement, and abandoned animals.

Addressing both City Councils on this item:

Laurel Forrest – discussed the abandonment of animals, treatment of cats, and overpopulation of animals.

City of Lancaster City Council took action to approve JNB 7.2 as presented with the modification to the recommendation of, up to and including the formation of a JPA with the City of Palmdale.

On a motion by Councilmember Loa, and seconded by Mayor Bettencourt, the City Council approved reviewing and considering options to mitigate the cost of animal care and control services through programs, engage local rescues, and feasibility study options for alternative, with the modification to the recommendation of, up to and including the formation of a JPA with the City of Lancaster, by the following vote: 4-0-0-0; AYES: Bettencourt, Alarcón, Loa, Ohlsen; NOES: None; ABSTAIN: None; ABSENT: None

Supervisor Barger turned the meeting over at this time to Angie Hughes.

The City Councils requested a break at this time.

Angie Hughes, President of the Antelope Valley Fair Board, reconvened the meeting at 6:10 p.m.

JNB 7.3 ANTELOPE VALLEY COMMUNITY WORKFORCE AGREEMENT (CWA)

City of Lancaster Assistant City Manager presented the staff report regarding this item.

Joint City Council discussion between the City of Lancaster and City of Palmdale included future projects, importance of the CWAs, the need for City Council representation included with the ongoing negotiations, reporting requirements, conflict of interest, and the suggestion to modify the recommendations to approve and authorize the City Managers, or their designees, and the Vice Mayor and Mayor Pro Tem, or their designees.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

**JNB 7.3 ANTELOPE VALLEY COMMUNITY WORKFORCE AGREEMENT (CWA)
CONTINUED...**

Addressing both City Councils on this item:

Kathryn MacLaren – discussed the collaboration with the building trades, the positive impact to the community, new area representative along with representation in Washington.

Joint City Council discussion between the City of Lancaster, City of Palmdale, and Ms. MacLaren included Ms. MacLaren's background working with business development from both sides with the International Brotherhood of Electrical Workers, the National Electrical Contractors Association, and Labor Management Corporation Cooperation; additionally, Ms. MacLaren discussed the number of workers located within the Antelope Valley.

Additional Joint City Council discussion between the City of Lancaster and City of Palmdale included the proposed modification to the recommendations, conflict of interest, and the addition of, so long as there is no conflict, to the previously agreed upon modification to the recommendations.

On a motion by Mayor Pro Tem Alarcón, and seconded by Councilmember Loa 1. Approved and authorized the City Managers, or their designees, and the Vice Mayor and Mayor Pro Tem, or their designees, so long as there is no conflict, to collaborate with the Los Angeles/Orange Counties Building & Trades Council to identify, support and/or pursue changes to the Vehicle Miles Traveled Metric established by the State of California through the passage of Senate Bill 743, and 2. Approved and authorized the City Managers, or their designees, and the Vice Mayor and Mayor Pro Tem, or their designees, so long as there is no conflict, to negotiate with the Los Angeles/Orange Counties Building & Trades Council a mutually beneficial community work force agreement by the following vote: 4-0-0-0; AYES: Bettencourt, Alarcón, Loa, Ohlsen; NOES: None; ABSTAIN: None; ABSENT: None.

City of Lancaster City Council took action to approve JNB 7.3 as presented with the modification to the recommendations to approve and authorize the City Managers, or their designees, and the Vice Mayor and Mayor Pro Tem, or their designees, so long as there is no conflict.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

JNB 7.4 WELLNESS CENTER

City of Lancaster Director of PARCS, Arts, Recreation, and Community Services presented the staff report regarding this item.

Joint City Council discussion between the City of Lancaster, City of Palmdale, and staff included the information provided.

No public comment at this time.

On a motion by Mayor Pro Tem Alarcón, and seconded by Mayor Bettencourt, the City Council, 1. Authorized each City's respective staff to develop and release a Request for Proposal for Wellness Center Operation ("RFP") that generally requires a proposal to include at least the following information: (i) proposed operator's identity, relevant experience, and ownership information; (ii) proposed location of the Wellness Center; and (iii) proposed programming, services, and other resources to be offered at the Wellness Center; 2. Authorized each City's respective staff to coordinate and work with the operator ("Operator") selected pursuant to the RFP process above and/or the County of Los Angeles to identify potential funding sources for the Operator to (i) identify, acquire, assemble, develop, and/or rehabilitate a site for operation of the Wellness Center and (ii) operate the Wellness Center on a long-term basis; 3. Authorized each City's respective staff to negotiate and draft a Wellness Center Operating Agreement with the Operator; and 4. Authorized each City's City Manager, or his or her designee, to execute all documents (including, without limitation, the Wellness Center Operating Agreement) and take all actions necessary or convenient to facilitate Operator's development and operation of the Wellness Center, by the following vote: 4-0-0-0; AYES: Bettencourt, Alarcón, Loa, Ohlsen; NOES: None; ABSTAIN: None; ABSENT: None

City of Lancaster City Council took action to approve JNB 7.4 as presented.

JNB 7.5 AUTO DEALERS SALES TAX SHARING AGREEMENT

City of Director of Economic and Community Development presented the staff report regarding this item.

Joint City Council discussion between the City of Lancaster, City of Palmdale, and staff included the information provided along with the need for the cities to work together and not compete against each other.

Additional Joint City Council discussion between the City of Lancaster, City of Palmdale, and staff included a modification to the recommendations to include, an additional recommendation of a step in between the two presented directing staff to return to the City Councils with the MOU prior to execution for the City Councils' review and approval.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

JNB 7.5 AUTO DEALERS SALES TAX SHARING AGREEMENT CONTINUED...

Addressing both City Councils on this item:

Jessica Enos – discussed her strong opposition to this item.

Gigi Speaks – discussed her opposition to this item.

Michael Ross – discussed a statement by the Mayor of Lancaster, the deal being presented, Measure AV money, and money from the citizens of Palmdale.

Abraham Salcedo – discussed his opposition to this item, business enticements, and taking money from Palmdale.

Jaylene Davidson – discussed the terrible idea behind this item, FBI investigation, being accountable for decision making, and supporting the Sheriff.

Proud Patriot – discussed the item being presented, financial benefits, relocation of dealerships, and the Mayor of Lancaster.

Mario Presents – discussed the history of both cities, reallocation of funds, FBI Investigation, Mayors, and performance of both cities.

Marsha – discussed the growth of Palmdale, relocation of dealerships, tax dollars, and negative future outcome.

Rich Gallego – Palmdale Freedom Coalition, discussed cross competition and conflict of interest.

Carol Ross – discussed her opposition to this item and regionalisms.

Joint City Council discussion between the City of Lancaster and City of Palmdale, included the positive benefits of the collaboration, support from local dealerships, and free competition.

Additional Joint City Council discussion between the City of Lancaster, City of Palmdale, and Gus Camacho with Camacho Auto Sales, Inc. included the benefits to the community, shopping locally, support from the dealerships, and the previously discussed modification to the recommendations presented.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

JNB 7.5 AUTO DEALERS SALES TAX SHARING AGREEMENT CONTINUED...

On a motion by Mayor Pro Tem Alarcón, and seconded by Councilmember Loa, the City Council, 1. Directed staff to draft a Memorandum of Understanding between the City of Palmdale and the City of Lancaster based on the deal points outlined within this staff report; 2. Directed staff to return to the City Councils with the MOU prior to execution for the City Councils' review and approval; and 3. Authorize the City Managers, or their designees, to execute the Memorandum of Understanding by the following vote: 4-0-0-0; AYES: Bettencourt, Alarcón, Loa, Ohlsen; NOES: None; ABSTAIN: None; ABSENT: None

City of Lancaster City Council took action to approve JNB 7.5 as presented with a modification to the recommendations to include an additional modification of a step in between the two presented directing staff to return to the City Councils with the MOU prior to execution for the City Councils' review and approval.

JNB 7.6 ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT
City of Palmdale Deputy City Manager presented the staff report regarding this item.

Joint City Council discussion between the City of Lancaster, City of Palmdale, and staff included the information on what the benefits are to the community, the need to explore the conversations of a JPA between the cities and the Antelope Valley Mosquito and Vector Control District including the need for input from the Antelope Valley Mosquito and Vector Control District.

Additional Joint City Council discussion between the City of Lancaster, City of Palmdale, and Leann Verdick, Antelope Valley Mosquito and Vector Control District Manager, included the need to explore the conversations of a JPA between the cities and the Antelope Valley Mosquito and Vector Control District.

No public comment at this time.

On a motion by Mayor Bettencourt, and seconded by Councilmember Loa, the City Council, directed staff to explore opportunities and engage in discussions regarding entering a joint effort including a JPA to ensure continued funding and support of the Antelope Valley Mosquito & Vector Control District, by the following vote: 4-0-0-0; AYES: Bettencourt, Alarcón, Loa, Ohlsen; NOES: None; ABSTAIN: None; ABSENT: None

City of Lancaster City Council took action to approve JNB 7.6 as presented with a modification to the recommendation to include, including a JPA.

PALMDALE CITY COUNCIL/LANCASTER CITY COUNCIL
SPECIAL JOINT MEETING
MINUTES
July 31, 2023

**JNB 7.7 ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
(AVAQMD) PETITION FOR REVIEW OF US ENVIRONMENTAL
PROTECTION AGENCY (EPA) DECISION**

Both City Councils agreed to waive the staff report for this item.

Addressing both City Councils on this item:

George Jung – Northrop Grumman Senior Environmental Engineer discussed the EPA rule and negative impacts to the local aerospace community.

On a motion by Mayor Pro Tem Alarcon, and seconded by Mayor Bettencourt, the City Council, authorized and directed each City's respective staff to work with the AVAQMD, including entering into a common interest/joint defense agreement with AVAQMD regarding its filing a petition for review to the 9th Circuit Court of Appeals challenging the EPA's decision, by the following vote: 4-0-0-0; AYES: Bettencourt, Alarcón, Loa, Ohlsen; NOES: None; ABSTAIN: None; ABSENT: None

City of Lancaster City Council took action to approve JNB 7.7 as presented.

CLOSING COMMENTS BY CITY COUNCILMEMBERS

Joint City Council discussion between the City of Lancaster and City of Palmdale included a thank you to the Antelope Valley College, concerns being addressed in a positive manner, earlier meeting regarding water in the City of Palmdale, and important matters being addressed.

ADJOURNMENT

Angie Hughes adjourned the Joint City Council meeting at 7:18 p.m.

PASSED, APPROVED, and ADOPTED this 18th day of October.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 28, 2023**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bettencourt called the meeting to order at 5:00 pm.

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

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

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

ABSENT: Richard J. Loa.

Motion: Excuse the absence of Councilmember Loa.

Moved by Laura Bettencourt, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)

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

Absent: Richard J. Loa.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

**4) 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.**

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 Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

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

Absent: Richard J. Loa.

PUBLIC COMMENT RULES

5) PUBLIC COMMENTS:

Mayor Bettencourt called for Public Comments.

Public Comments: None.

Mayor Bettencourt closed the Public Comments.

6) NEW BUSINESS

- 6.1) Adopt Resolution No. CC 2023-055, a Resolution of the City Council of the City of Palmdale ratifying the Director of Emergency Services' Proclamation of a Local Emergency resulting from Tropical Storm Hilary.

Emergency Services Administrator Shadkamyán presented the staff report.

There were Council questions about cost recovery through the State and County, and the allocation of funds to areas within the City hardest hit. Ms. Shadkamyán responded.

Council thanked staff.

Mayor Pro Tem Alarcón thanked Victory Outreach for opening the Community Emergency Resource Center providing reprieve from the storm for those in need.

Motion: Adopt Resolution No. CC 2023-055, a Resolution of the City Council of the City of Palmdale ratifying the Director of Emergency Services' Proclamation of a Local Emergency resulting from Tropical Storm Hilary.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

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

Absent: Richard J. Loa.

7) ADJOURNMENT.

Mayor Bettencourt adjourned the meeting at 5:15 pm.

PASSED, APPROVED, and ADOPTED, this 18th day of October 2023.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk

**MINUTES
CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
OCTOBER 4, 2023**

1) CALL MEETING TO ORDER

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

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

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

PRESENT: Laura Bettencourt, Andrea Alarcón, Austin Bishop, Eric Ohlsen.

ABSENT: Richard J. Loa.

Motion: Excuse the absence of Councilmember Loa.

Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)

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

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PRESENTATIONS

4.1) Councilmember Ohlsen introduced Captain Josh Bardon, Los Angeles County Sheriff's Department – Palmdale Station.

Captain Bardon spoke regarding his background and experience.

4.2) Mayor Bettencourt presented the proclamation declaring and celebrating September 15 - October 15 as Hispanic Heritage Month.

Mayor Pro Tem Alarcón spoke about what Hispanic Heritage Month meant to her and the community.

4.3) Mayor Pro Tem Alarcón presented the proclamation declaring September as Childhood Cancer Awareness Month, spoke regarding her hair donation to Locks of Love, and announced the City donated twelve hundred fifty dollars to Locks of Love.

4.4) Mayor Bettencourt presented the proclamation declaring October as Breast Cancer Awareness Month and thanked the City of Hope, AV Cancer Center, and the Kaiser Palliative Care Team.

4.5) Councilmember Bishop presented the Proclamation declaring October 8 - 14, 2023 as Code Enforcement Officer Week. Acting Community Compliance Manager Vallarta spoke on behalf of the Code Enforcement Team.

4.6) Presentation on #FightFentanylAV Campaign.

Deputy City Manager Lopez displayed a PowerPoint on the #FightFentanylAV Campaign and introduced Keisha Como, Senior Program Coordinator at Change Lanes who demonstrated how to administer Narcan.

5) 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 Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)

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

Absent: Richard J. Loa.

6) PUBLIC COMMENT RULES

7) PUBLIC COMMENTS:

The following individuals provided comments on Item 8.8 Visit Palmdale: Tracy Balelyga and Christian Barrow.

Diego Rubalcava spoke regarding cash bail.

Jason Zink spoke regarding the fentanyl crisis, and items 8.2 and 8.4.

8) CONSENT CALENDAR

8.1) Receive and file the Monthly Investment Activity Reports for August 2023.

8.2) Adopt Resolution No. CC 2023-058, a Resolution of the City Council of the City of Palmdale authorizing the City Manager's signature authority of up to \$250,000 per transaction for the purchase of performers or entertainment services.

8.3) Approve Agreement for Claims Administration Services between the City of Palmdale and Sedgwick Claims Management Services, Inc. for a not-to-exceed amount of \$207,799 for the five year term.

8.4) Approve the City Council's Discretionary Funds Policy and Procedures.

Councilmember Ohlsen pulled this item for discussion and expressed his concerns regarding the approval of this item.

There was Council discussion regarding the perception of buying influence, the ability to address the needs in each district, and a better way to disburse funds.

City Manager Perez spoke regarding the non-profit boot camp that was hosted by Economic Development and the future hiring of a staff liaison to help non-profits.

Mayor Bettencourt re-opened Public Comments.

The following individuals provided public comments on this item: Jason Zink, Vicky Ventura, Chuck Murphy, Citizen (no name provided), Nicholas Doran, and David Harris.

Mayor Bettencourt closed the Public Comments.

Motion: Approve the City Council's Discretionary Funds Policy and Procedures. Moved by Laura Bettencourt, seconded by Andrea Alarcón.

Vote: Motion carried (4-0)

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

- 8.5) Approve Agreement with Dell Technologies, Inc. to provide data center hardware, configuration services, and hardware support for a not-to-exceed amount of \$344,822 for a term of five (5) years.
- 8.6) Approve First Amendment to Agreement with Datalink Networks, Inc. for Microsoft Licensing to increase the contract price by \$292,804 for an amount not to exceed \$677,964 for the remainder of the term, through October 4, 2025.
- 8.7) Approve Agreement with Wilson Events, Inc., to provide entertainment booking and management services for an amount not to exceed \$250,000 for a term of 2 years.
- 8.8) Receive and File Annual Reports for the Palmdale Tourism Improvement District Reports for 2022-2023 and 2023-2024.
- 8.9) Award Request for Proposal 23-001-2100 for temporary Planning staff services to Interwest Consulting Group and approve Agreement with Interwest Consulting Group to provide temporary Planning staff services in an amount not to exceed \$400,000 for a term of 3 years, through 2026.

- 8.10) Approve Amendment No. 1 to Agreement with Interwest Consulting Group to increase the contract price by \$150,000 for an amount not to exceed \$250,000 for Ritter Ranch Planning services.
- 8.11) Approve Agreement with Parsons Transportation Group for Environmental and Design Services for PN 860, Avenue R at Sierra Highway Railroad Crossing Improvement Project, in the amount of \$706,404 for a term of 600 days.
- 8.12) Adopt Resolution No. CC 2023-054, a Resolution of the City Council of the City of Palmdale authorizing the application for grant funds from the Recreational Trails Program for the Barrel Springs Trail Improvement Project.
- 8.13) Accept a grant provided by Antelope Valley Air Quality Management District (AVAQMD) and approve the program to fund residential Electrical Vehicle (EV) charging equipment, in the amount of \$100,000.
- 8.14) Notice of Completion - Accept Public Improvements for Tract 60028 located between 67th Street East and 70th Street East at Avenue R-4.
- 8.15) Notice of Completion - Accept Public Improvements for Tract 60028-1 located at the southeast corner of Avenue R and 65th Street East.
- 8.16) Notice of Completion - Accept Public Improvements for Tract 60028-2 located at the southwest corner of Avenue R and 70th Street East.
- 8.17) Award IFB No. 23-001-3610 Professional Arboricultural Services and Approve agreement with Tip Top Arborists, Inc. in an amount not to exceed \$2,750,000 over a five-year term.
- 8.18) Approve long-term Bundled Renewable Energy Resale Agreement between Energy for Palmdale's Independent Choice (EPIC) and Shell Energy North America (US), L.P.
- 8.19) Adopt Resolution No. CC 2023-053, 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 in behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, and the Los Angeles County Waterworks #40 - Antelope Valley and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Antelope Valley - East Kern Water Agency approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 14-447 to County Sanitation District No. 14.

8.20) Approve the minutes from the previous meetings.

CC/SA - August 2, 2023

CC - August 16, 2023

CC/SA - September 6, 2023

Motion: Approve all items listed under the Consent Calendar except 8.4

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

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

Absent: Richard J. Loa.

9) NEW BUSINESS

9.1) Discussion regarding designating a representative to the Fallen Heroes Committee.

Motion: Designate Councilmember Loa to the Fallen Heroes Committee

Moved by Laura Bettencourt, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)

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

Absent: Richard J. Loa.

10) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Eugene Hernandez reported areas that required attention from the Public Works Department; Shahram Daneshpajoo commented regarding the speed limit on surface streets; Nicholas, Meal in Motion, introduced the services provided; Jevon Thomas, AV College student, thanked Council for their service and asked a couple of questions; Jason Zink discussed grant funds, 50th Street East lighting, and the American Legion; Roger Soderstedt spoke in opposition of cash bail and requested street repairs; Marcos Alvarez commented on street repairs and Hispanic Heritage Month; Stuart Broce, owner of Handel's Ice Cream, thanked Council for their support and expressed concerns for customer safety; Diego thanked Council and staff for a good meeting, commented regarding the Brown Act, and provided brief comments; Marsha Furman commented regarding public comment language and the fentanyl information; David Harris discussed community unity in a time of tragedy.

Mayor Bettencourt closed the Public Comments.

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

11.1) Council Reports on Committee Memberships and Meetings Attended at Public Expense.

All reports were posted with the agenda.

Mayor Pro Tem Alarcón congratulated Ventura Graphix on their 22nd year Anniversary celebration.

12) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS FOR NEW AGENDA ITEMS

Mayor Pro Tem Alarcón announced the Hispanic Heritage Month event would be held in the City of Lancaster on October 14th.

13) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Kiwanis Duck Race; Fallen Heroes Memorial Governance Board 911 Remembrance Ceremony; State of the City on September 13th; AV Grub Fest; Disaster Training; SAVES Gala; Jersey Mike's grand opening; Solids Waste Workshop; Vendor training for food vendors; Kaleidoscope and drone show; Movie Nights for Halloween; .308 grand opening October 14th; Mental Health Walk; Breast Cancer Walk October 21st; Red Ribbon Week October 23rd; Sewer Manhole and Adjustment Rehabilitation Project; Oasis Generator Infrastructure Work; and ATP Civic Center Complete Streets Project.

Mayor Bettencourt announced the meeting would be adjourned in honor of the loss of Deputy Ryan Clinkunbroomer.

14) PRESENTATION BY CITY ATTORNEY

14.1) 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).

14.2) PUBLIC EMPLOYMENT
Title: City Attorney

15) ANNOUNCEMENT BY CITY ATTORNEY

14.1 - Interim City Attorney Curley announced Council was updated, but no reportable actions occurred.

14.2 - City Manager Perez announced the Council provided direction and there was no reportable action.

16) ADJOURN

Mayor Bettencourt adjourned the meeting at 8:15 p.m., in honor of the loss of Deputy Ryan "Clink" Clinkunbroomer, to October 18, 2023, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 18th day of October.

Laura Bettencourt, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER DEPARTMENT
CITY CLERK DIVISION
DISTRICT: ALL
SUBJECT: CITY COUNCIL NOMINATION AND APPOINTMENT OF ONE (1)
MEMBER TO THE BOARD OF LIBRARY TRUSTEES

ISSUE

City Council Nomination and Appointment of one (1) Member to the Board of Library Trustees.

RECOMMENDATION

Staff recommends that the City Council nominate and appoint one (1) member to serve on the Board of Library Trustees for the remainder of a term to expire June 2025. The applicants are:

1. Stephanie Orellana (D1)
2. Ronald Chatters III (D4)

BACKGROUND

The Board of Library Trustees is comprised of five (5) members, who are nominated and appointed according to Palmdale Municipal Code (PMC) Section 2.08.030. The Board operates under the Education Code. Members serve a three-year term and must reside in the City of Palmdale.

DISCUSSION

On August 16, 2023, Board Member Michael Friedlander resigned. Following his resignation, a recruitment advertisement was placed in the AV Press, AV Press online, and on the City's Social Media platforms for interested citizens to apply. The Classified Ad and the application were available on the City's website under the Current Vacancies, Board of Library Trustees, and Office of the City Clerk webpages. The City Clerk's Office received two (2) qualified applications.

A Livescan fingerprint submission via the California Department of Justice is required for the appointment to be complete. A Statement of Economic Interest Form 700 is to be filed within 30 days of the appointment as required by the State of California.

FISCAL IMPACT

Approximately \$2,318 in advertising costs were budgeted in account 10112001-722310. The Chair is compensated \$150 per meeting, a maximum of \$300 per month, and all other Members \$100 per meeting, a maximum of \$200 per month.

STRATEGIC PLAN

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

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

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

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

Prepared by:	Rochelle Scott, Acting City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III Interim City Attorney

ATTACHMENTS

Redacted Applications

From: noreply@civicplus.com
Sent: Wednesday, August 30, 2023 9:01 AM
To: City Clerk Department
Subject: Online Form Submittal: Library Board of Trustees Application

CAUTION: This email originated from outside of the organization.

Library Board of Trustees Application

Library Board of Trustees Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Library Board Information:

Name	Stephanie Orellana	District 1
Email Address		
Address		
City	Palmdale	
Zip Code		
Home Number		
Occupation	Library Director - Librarian	
Business Phone	Field not completed.	
Why are you interested in this position?	I was born and raised in Palmdale and would love to give back to my community through policy development, implementation, and changes. I have been a librarian for the past 7 years and have seen the impact excellent library services can provide to and transform a community. Additionally, libraries are institutions that often times are not reflective of the	

communities the serve through their materials, services, and staff. I am happy to see that many libraries across the nation are making efforts to change that through Diversity, equity, inclusion, and accessibility efforts. I would love to see Palmdale City Library continue this great work and be an influence for positive change.

How have you used libraries in the past?

Yes, I have since I was a child and have dedicated my adult professional career thus far to library and information services. I received my Master's Degree in Library and Information Science.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.

Currently, I am a library director and have been a librarian for 7 years. I have experience working with a variety of communities ranging from different backgrounds: cultural, race, abilities, etc. My specialization in libraries is youth and family services, library services to the Spanish speaking/Latine community, library management, DEIA, outreach, and advocacy.

Have you had previous public service experience on a commission or public body?

No

What do you hope to accomplish as a Library Trustee?

To better serve the community through the library's services, programs, staff, etc. and to be a positive influence through my experience as a lifelong library user and now library and information services professional.

In your opinion, what is the goal of the Library Board of Trustees and what benefit does it provide to the City of Palmdale?

I see their goals as being a board of accountability, innovation, and ethics. I believe they are a group of individuals who care for the library and community's best interests while also keep both parties accountable and in open communication for positive change and innovation for the future residents of Palmdale.

List your education, highest year completed, and degrees, if any?

A.A. - Liberal Arts & Humanities
B.A. - English
M.S. - Library and Information Science

Volunteer Information:

REASONABLE
ACCOMMODATIONS:

No

Please list all other languages you know.

Language	Spanish
Language Skills	Speak, Read, Write
Language	<i>Field not completed.</i>
Language Skills	<i>Field not completed.</i>
Specialized training/skills:	7 years of library and information experience. Library Management Experience DEIA efforts and advocate - specifically in libraries Comfortability with written and oral communication and comfortable presenting to leadership teams
Computer Skills:	Word , Excel, PowerPoint, Publisher, Other
Other	Google suite, canva, etc. Anything computer related that I don't have skills in I can learn if needed.
Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?	No
Please list	<i>Field not completed.</i>
Previous Volunteer/ Work Experience as it relates to your volunteer interests:	<i>Field not completed.</i>
In Case of Emergency:	
Whom should we notify?	
Name	██████████
Relationship to Applicant	██████████
Work Phone	██████████
Physician's Name:	██████████
Phone:	██████████
Do you have any medical history that we should be aware of in the event of an	N/A

emergency? (Allergies,
medications, etc.)

AUTHORIZATION AND RELEASE

knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of volunteer work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the
Authorization and Release
set forth on this day.

8/30/2023

Signature

Stephanie Elizabeth Orellana

If you wish, you may attach
a copy of your resume to
this application.

[Resume Orellana, Stephanie.pdf](#)

Interested individuals may apply online at
<https://www.cityofpalmdaleca.gov/363/Board-ofLibrary-Trustees>. A hard copy may
be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed
directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA
93550.

Email not displaying correctly? [View it in your browser.](#)

STEPHANIE ELIZABETH ORELLANA

LIBRARY DIRECTOR - SUPERVISORY LIBRARIAN

Bilingual Spanish speaking library and information professional with 13+ years of working experience with the public and community organizations. 10+ years of lead worker/supervisory roles.

PROFESSIONAL EXPERIENCE

Library Director - Supervisory Librarian United States Air Force

September 2022 - Present

- Direction and management of library operations, building, policies, programs, and personnel
- Design and implementation of library goals and initiatives through collaborative efforts.
- Direct and manage execution of personnel and operating budget (\$300k+).
- Represent the library at professional meetings, networking activities, and with Air Force leadership.
- Analysis and reporting on the effectiveness of library programs, services, and initiatives—formally and informally with leadership, staff, and the community.
- Library authority that translates Air Force guidelines into short and long term goals, actions, initiative, and policies to create a productive and safe library for the community.
- Oversight and integration of organizational changes, policy development, and funding.
- Manage recruitment, hiring, and retention of diverse staff of all classifications.
- Lead of human resource management for library personnel such as: resolving complaints/grievances, supporting staff training/development, conducting quarterly reviews, and employee recognition.
- Conduct highly specialized, complex information searches for patron needs.
- Plan, develop, and present library instruction services through workshops and orientations for all ages & library literacy levels.
- Expanded and transformed acquisitions, collection development, and auditing practices through and EDI lense.

Bilingual Youth Librarian Multnomah County Library

November 2018 - September 2022

- Develop, plan, and execute library programs, outreach, and volunteer services for youth (0-18), caregivers, and adults in English and Spanish.
- Regularly report and evaluate the effectiveness of library programs, services, and initiatives—formally and informally with leadership, staff, and the community.
- Strategize and execute marketing efforts and library services to users.
- Chair of systemwide teams that provided advisory to leadership and systemwide efforts to improve and transform library services for youth and families. With an emphasis in equity and inclusion to increase access and engagement with library resources
- Provide management and consulting services to colleagues, leadership, and community partners as the chair of several systemwide teams and as a senior bilingual Spanish speaking youth librarian.
- Design and implement short and long term goals for library programs and initiatives.
- Manage and forecast local programming and youth services budget.
- Preparation and assessments of library programs and initiative outcomes through annual reports for leadership and funding accountability.

**Youth Services Information, Operations, & Outreach Supervisor
Multnomah County Library - Interim Position**

January 2021 - September 2021

- Management of day-to-day operations of systemwide youth services for a direct team of 10 staff and support direct supervisor with the entire team of 30 staff.
- Supervision and leadership support to diverse teams (in-office and remote staff).
- Evaluate programs and operations of library policies, collection, and services—modifying or discontinuing as needed.
- Support system wide youth services outreach for all of Multnomah County's 815,428 residents.
- Prepare, forecast, manage, and report budget execution for the county wide youth services library department to library leadership and the library foundation (donors).
- Research and review of federal, state, and local laws, regulations, policies, and procedures in order to ensure compliance of workplace policies/procedures.
- Supported system wide strategic planning efforts for the reorganization of library personnel teams.
- Collaborate with supervisor on the development and implementation of policies and guidelines during and post COVID-19 library services
- Represent the library at professional meetings, networking activities, and with library leadership and donors.
- Establishes and maintains effective and cooperative working relationships with both internal and external organizations to advance library usage, initiatives, and goals.
- Regular reporting on the effectiveness of library programs, services, and initiatives—formally and informally with leadership, staff, and the community.
- Planning and directing internal and external systemwide programs managed by professional library staff.
- Recruitment, hiring, and retention of diverse staff of all classifications. Specifically those with knowledge, skills and abilities to serve underserved populations.

**Children's Librarian
LA County Library**

September 2017 - November 2018

- Supervised and lead large youth department/services within library.
- Assisted Community Library Manager in supervising 14 staff members.
- Managed library incidents and operations.
- Developed, planned, & executed programs and outreach for youth (0-18), adult caregivers, & special needs adults. In Spanish and English.
- Active participation in systemwide projects and committee work.

Librarian Intern - LA County Library

January 2017 - May 2017

Library Clerk - Westside Union School District

August 2016 - January 2017

Public Services Assistant - Wheelock College Library

January 2016 - May 2016

Behavioral Interventionist - California Psychcare/Respite Works/Autism Response Team

June 2011 - August 2016

EDUCATION

Simmons University - MLIS
University of California Irvine - B.A. English
Antelope Valley College - A.A. Arts & Humanities

ACCOMPLISHMENTS

- Diversity and Cultural Competency Award
 - Joint Conference of Librarians of Color - Presenter
 - Secured \$80k through written funding proposal
 - Secured \$280k+ library renovation budget
-

References available upon request



PALMDALE

a place to call home

Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550
(661) 267-5151

Library Board of Trustees Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Library Board Information:

Please Print or Type

Name: Ronald Chatters III District 4

Address: [REDACTED]

City: Palmdale Zip Code: [REDACTED] Home Phone: [REDACTED]

Occupation: Attorney Bus. Phone: [REDACTED]

Why are you interested in this position? See attached cover letter.

How have you used libraries in the past? See attached cover letter.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position. See attached cover letter.

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties. No.

What do you hope to accomplish as a Library Trustee? See attached cover letter.

In your opinion, what is the goal of the Library Board of Trustees and what benefit does it provide to the City of Palmdale? See attached cover letter.

List your education, highest year completed, and degrees, if any? See attached
resume.

Volunteer Information:

REASONABLE ACCOMMODATIONS: Based on your understanding of the Volunteer Program, will you require any special accommodations to apply and/or participate as a volunteer? ___ Yes X No

If yes, what reasonable accommodations would be necessary to assist you in this area?

Foreign Languages: Spanish ☒ Speak ☒ Read ☒ Write
☐ Speak ☐ Read ☐ Write

Specialized training/skills: _____

Computer Skills:

☒ Word ☐ Photoshop ☒ Excel ☐ Adobe Creator
☐ Access ☒ PowerPoint ☐ Publisher ☐ Other: _____

Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program? X No ___ Yes, please list _____

Previous Volunteer/ Work Experience as it relates to your volunteer interests: See attached resume.

In Case of Emergency:

Whom should we notify?

Home Phone: _____ Name _____ Relationship to Applicant _____
Work Phone: _____

Physician's Name: _____ Phone: _____

Do you have any medical history that we should be aware of in the event of an emergency?
(Allergies, medications, etc.)

N/A

AUTHORIZATION AND RELEASE

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of volunteer work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this 13th day of September, 2023

Applicant's Signature:

_____

If you wish, you may attach a copy of your resume to this application.

Interested individuals may apply online at <https://www.cityofpalmdaleca.gov/363/Board-of-Library-Trustees>. A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550.

RONALD CHATTERS III

Palmdale, CA | Tel:

September 13, 2023

Laura Bettencourt
Mayor
City of Palmdale
38300 Sierra Highway, Suite C
Palmdale, CA 93550

RE: Board of Library Trustee Position

Dear Mayor Bettencourt:

I am writing to express interest in the vacant Board of Library Trustee position at the City of Palmdale. As a 26-year resident of Palmdale, I am excited about the opportunity to use my knowledge and skills to give back to the place I call home by working to preserve, improve, and promote the Palmdale Library.

Libraries have always been and remain an integral part of my life. As a child, libraries and the books within them were my refuge. While most of my childhood peers were watching television or playing sports, I was engulfed in pages of information and fictional journeys at the library by characters I admire to this day. My dog, Mr. Nilsson, is named after Pippi Longstocking's pet monkey – the heroic fictional character created by Astrid Lindgren. What started off as a pastime soon became a requisite for my success. In high school, college, and graduate school, my use of libraries was required for research, to study, and complete assignments. I even used the Palmdale Library to prepare for my bar exams and more recently to conduct historical research for the Lancaster Juneteenth Celebration.

I have included my resume for your review. I hope that you will find that I offer a unique set of skills and experiences that might prove useful to the Board of Library Trustees. First, I am experienced in developing, implementing, and evaluating policies, procedures, and programs for governmental entities. This would prove useful in my providing input on assessments of the libraries services, policies, rules, regulations, and programs. In addition, as an attorney with a policy background, I have excellent research and writing skills. When evaluating the current and long-term needs of the library, said skills will prove useful in my helping the Board identify and apply for grant-funded opportunities to offset and/or support the City's budget for the library. Further, I am adept at strategically engaging and organizing diverse audiences. Said skill will aid the Board in guiding the City's development of inclusionary and diverse marketing and advertising campaigns to promote the library's programs and services.

As a trustee, I hope to guide the Board in developing a strategic plan that brings the library into this day and age. It is concerning that the library looks (almost) the same as it did in the 1990s when I first moved to Palmdale. The Board of Library Trustees should aim to ensure that the Palmdale Library is a state-of-the-art facility that serves the City's growing population and changing demographics; offers programming that inspires the community to read, learn, and thrive; and, provides spaces for residents, visitors, and businesses to engage in discourse that leads to an enriched, educated, and empowered community.

Moreover, I truly look forward to further discussing with you my qualifications and potential contributions to the City of Palmdale as a Board of Library Trustee. Thank you for your time and consideration. I am available for an interview at your convenience.

Sincerely,

/S/

Ronald Chatters III

RONALD CHATTERS III

Palmdale, CA | Tel:

SUMMARY

Solutions-oriented, multi-state licensed attorney with more than twenty years of experience working to reduce crime and improve public safety. Skilled in leading diverse teams and forging partnerships with challenging political and community-based players. Specializes in evaluating and monitoring governmental organizations' compliance with policies, procedures, laws, and court orders. Adept in developing, implementing, and evaluating community-centered programs and services.

BAR ADMISSIONS

State Bar of California, No. , December 2018.

State Bar of Maryland, September 2020.

State Bar of New York, February 2021.

PROFESSIONAL EXPERIENCE

Self-Employed, Palmdale, CA

Jan. 2019 – Present

Attorney

- Provide general legal, advisory, and representation services to clients.

City of Lancaster, Lancaster, CA

Feb. 2022 – Aug. 2023

Consultant - City Manager's Office, City Clerk's Office, & Public Safety Department

- Designed the City's "new" Administrative Citation Program: drafted operational policies and procedures; reviewed and provided input on Lancaster Municipal Code amendments; developed staff training that includes diversity and bias components; and, developed audit strategies to ensure compliance with the settlement agreement and constitutional requirements regarding cited person's due process and equal protection rights.
- Directed the development of a strategic plan to assess the impact of and whether the City should expand the Antelope Valley Education Alliance (AVEA) Truancy Program: onboarded and supervised AVEA staff; initiated discussion with Antelope Valley Union High School District to formalize the partnership and authorize the City's access to students' attendance and school records.
- Designed training and leadership program that aims to build allies among young men and boys in combating violence against young women and girls of color in the community: built partnership with local non-profit service providers to pursue grant-funded opportunity to fund the program; and, drafted the grant proposal.
- Served as the staff liaison to the Social Equity Commission: steered it toward actionable items and informed recommendations, including but not limited to it surveying residents for input in supporting the issues it selects and recommendations it provides to the City Council; engineered the Commission's first recognized achievement; and, ensured its compliance with the Brown Act.
- Produced the inaugural (2022) and second annual (2023) Lancaster Juneteenth Celebrations—forged and directed the Lancaster Juneteenth Community Partnership, including recruited new community members, and facilitated the development of partnership rules of engagement; strategically directed all fundraising, marketing, and branding efforts for the Celebration; developed and managed the budget; and, successfully doubled the Community Partnership's membership, vendor participation, and event attendance from the first to second year.

Neighborhood Legal Services of Los Angeles County, Pacoima, CA

Jan. 2019 – Dec. 2022

Pro Bono Attorney

- Advised the Right to Counsel project—researched potential equal protection challenges to Los Angeles County and City ordinances creating entitlement programs that provide free legal representation to targeted, low-income tenants in eviction proceedings.
- Assisted in the development of a pro bono virtual representation program for Antelope Valley students facing suspension or expulsion hearings—recommended implementation strategies, policies, and evaluation metrics.
- Advised on legal strategies to mitigate noise pollution for residents that live around/near a Los Angeles general aviation airport.
- Advised on how to disburse pollution settlement funds to a community near a Los Angeles landfill when the original named plaintiffs no longer resided in the neighborhood.

Just Detention International, Los Angeles, CA

Senior Program Officer

Dec. 2016 – Jun. 2018

- Provided training and technical assistance to the Los Angeles Sheriff's Department (LASD) and Maricopa County Sheriff's Office (Phoenix, AZ) in becoming compliant with the Prison Rape Elimination Act (PREA)—assessed their policies and practices, and assisted in the drafting and implementation of compliant policies and procedures; coordinated their development and implementation of facility-specific PREA inmate education programs; conducted mock audits at their facilities to identify gaps in policies and practices, staff training, and inmate education relating to the standards; and, trained facility compliance managers and other supervisory officers on their responsibilities pursuant to the standards.
- Trained compliance managers at the Los Angeles County Probation Department on the PREA standards, audit process, and methodology to prepare them to assess their policies and practices independently and routinely at the Department's secure juvenile detention facilities and camps.

Office of the State's Attorney for Baltimore City, Baltimore, MD

Criminal Justice Project Coordinator

Jan. 2016 – May 2016

- Managed a federal grant to develop an evidence-based, pretrial risk-assessment tool to aid the Office in making bail recommendations: developed strategy for building, implementing, and evaluating the tool; managed research consultant contract.
- Completed all grant-related tasks—drafted the strategic plan and managed the grant budget.

Mathematica Policy Research, Princeton, NJ; Survey Research Management, Boulder, CO; Juárez & Associates, Los Angeles, CA

Researcher

Oct. 2011 – Jul. 2015

- Evaluated teacher and student interactions in preschools and Transitional Kindergarten programs throughout Los Angeles and Kern Counties using Teachstone's Classroom Learning Assessment Scoring System (CLASS) and Early Childhood Environmental Rating Scale (ECERS) tools.
- Assessed the implementation of First 5 Los Angeles' Best Start programs—identified outcome measures, developed survey tools, and wrote reports; observed community meetings to collect data; and, conducted bilingual focus groups to get community participant input on the community engagement process.

American Civil Liberties Union of Southern California, Los Angeles, CA

Director, A Better Chance Reentry Initiative (Soros Justice Fellow)

Sept. 2010 – Dec. 2012

- Awarded selective Open Society Foundations grant to advocate for an expedited public benefits reinstatement program for disabled inmates leaving Los Angeles County jails—built partnership with public service agencies to form the ACLU's Reentry Task Force; built a strategic partnership between the Task Force and the LASD to develop a benefits reinstatement program at the LASD's Reentry Center.
- Designed and implemented a training program for communities impacted by mass incarceration to train and assist them in advocating for criminal justice reforms. Curriculum included leadership and capacity building, civics education, organizing strategies, and an overview of the criminal justice system.
- Supervised ABC² staff, which included more than 20+ interns, externs, and professional volunteers.

EDUCATION

University of Maryland, School of Law, Baltimore, MD

Juris Doctor, December 2014.

Comcast Leadership Scholar (*Full Funding*). Editor, *The Authority*, 2009-2010.

Princeton University, School of Public & International Affairs, Princeton, NJ

Master in Public Affairs, Domestic Policy, June 2008.

Public Policy & International Affairs Fellow (*Full Funding*). Liman Public Interest Law Fellow, 2007.

Columbia University, Columbia College, New York, NY

Bachelor of Arts, Economics-Political Science, May 2004.

Third Millennium Foundation Human Rights Fellow, 2004-2005. Ronald E. McNair Fellow, 2004.



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
DISTRICT: 1
SUBJECT: APPROVE A SERVICE AGREEMENT FOR A LIGHTING FIXTURE RETROFIT PROJECT WITH CROSTOWN ELECTRICAL & DATA, INC. FOR \$285,000 FOR A TERM OF ONE YEAR

ISSUE

Approve a service agreement for a lighting fixture retrofit project with Crosstown Electrical & Data, Inc. for \$285,000 for a term of one year.

RECOMMENDATION

Staff recommends that the City Council:

1. Hold a public hearing to accept public testimony and approve Agreement No. A-8522 with Crosstown Electrical & Data, Inc. for a lighting fixture retrofit project for \$285,000;
2. Authorize the City Manager or her designee to execute Agreement No. A-8522, with Crosstown Electrical & Data, Inc., including non-substantive changes; and,
3. Authorize a budget of transfer of \$285,000 of unappropriated Prop A Local Return Fund Balance into a new CIP account, to be created upon Council approval of this item, for Pelona Vista Park and Ride Lights.

BACKGROUND

To comply with the State EV charging unit requirements, Staff researched and identified parking lot lights that could accommodate electric vehicle (EV) charging units. The identified lights are Omniflow lights, that accommodate EV charging units and minimize grid energy requirements by incorporating solar and wind energy-generating technologies.

In identifying the lights and the technologies used, it was determined that it was in the City's best interest to create a pilot project to test the proposed lights. The Pelona Vista Park-n-Ride lot was identified as a potential site for this pilot project. The area currently uses metal halide lights; therefore, the City could maximize energy savings with the change out of the lights.

DISCUSSION

The City will retrofit fifty (50) fixtures at the Pelona Vista Park-n-Ride. Upon researching lighting vendors, Omniflow lights was the only vendor that could incorporate EV charging technologies. Per Omniflow, Crosstown Electrical & Data is the contractor selected by Omniflow to install their lights. Crosstown Electrical & Data will also provide training on the upkeep and maintenance of the new lights.

The project will save the City over 100 MWh and avoid over nineteen (19) carbon dioxide equivalent tons per year, which will significantly help with the City's efforts to reduce greenhouse gases. In addition to the proposed reduction in GHGs generated by the City and having lights that will no longer be grid-dependent, this project will save over \$9,000 in the first year of use alone. The retrofits will provide energy conservation, energy efficiency, energy generation, and other energy-related capital improvement services.

Under California Government Code Section 4217.10 et seq., the City may contract with Omniflow/Crosstown Electrical & Data if the above criteria have been met and the Council's review and approval of the proposed work has been publicly noticed.

FISCAL IMPACT

Staff recommends a budget transfer of \$285,000 of unappropriated Prop A Local Return Fund Balance into a new CIP account, for Pelona Vista Park and Ride Lights, to be created upon Council approval of this item.

STRATEGIC PLAN

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

- D. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs.

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Agreement No. A-8522 Service Agreement

**AGREEMENT NO. A-8522
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND
CROSSTOWN ELECTRICAL & DATA, INC.**

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

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

CONTRACTOR shall provide a lighting retrofit project of Omniled Model 035 Smart Lighting fixtures at Pelona Vista Park-n-Ride, 37800 Tierra Subida Avenue in Palmdale.

CONTRACTOR's Scope of Work attached as Exhibit "A".

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

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

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

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 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:

Project Manager: Josh Magallanes; Superintendent: Ricardo Avila; Andrew Peterrez; Electrical Foreman: Jesus Serrano; and Electrical Journeyman: Miguel Rodriguez

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

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

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

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

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

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

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

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

4 CONTRACT TERM

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

5 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed TWO HUNDRED EIGHTY-FIVE THOUSAND dollars (\$285000.00) 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:

CONTRACTOR's Fee Schedule attached as Exhibit "B".

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

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

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

7 TAXES

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

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

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

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall

assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 PATENT FEES AND ROYALTIES

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

9 INDEMNIFICATION

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

10 INSURANCE

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

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

10.1.1 Workers' Compensation and Employer's Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

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

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

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

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

written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

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

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

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

11 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately

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

12 TERMINATION FOR CAUSE

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

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

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

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

13 DISPUTE RESOLUTION

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

14 OWNERSHIP OF PRODUCT

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

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

of pay or other forms of compensation; and selection for training, including apprenticeship.

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

17 FINANCIAL INTEREST CERTIFICATION

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

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

18 CONFLICT OF INTEREST

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

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

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

19 COMPLIANCE WITH LAW

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

this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

22 ATTORNEY’S FEES

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

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

CITY OF PALMDALE:

CROSSTOWN ELECTRICAL & DATA,
INC.:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

David Heermance
President

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
CROSSTOWN ELECTRICAL & DATA,
INC.
5454 Diaz Street
Irwindale, CA 91706

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

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

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



July 11, 2023

Quotation Number 23372

Mr. Benjamin Lucha
City of Palmdale

Dear Mr. Lucha:

Crosstown Electrical & Data Inc. is pleased to present a proposal to upgrade the lighting system at the Pelona Vista Park and Ride in the city of Palmdale. This upgrade will include the installation of 50 Omniled Model 035 Smart Lighting fixtures that include wind and solar power generation, battery storage, and a cellular communications device in each unit.

Scope of Work:

- 1.) Provide project management and superintendence.
- 2.) Remove existing lighting fixtures and return to the City or salvage.
- 3.) Furnish and install new wiring from the handhole at the base of the pole to the new lighting fixture. Splice into the existing wiring.
- 4.) Furnish and install a new fuse kit in each handhole.
- 5.) Furnish and install 19 new 360 degree fixtures and 31 new 180 degree fixtures using new adaptors.
- 6.) Provide factory installation support, testing, and training.
- 7.) Provide a two-year factory warranty on lighting fixtures.
- 8.) Provide 5 years of cellular service (Omniconnect Subscription)
- 9.) Provide 100% material and labor bond.

Exclusions: Permits (if required)

The price to perform this work is **\$285,000**. All labor, material, equipment, sales tax, bond, and shipping costs are included. Prevailing wages and certified payrolls are included.

Please contact me if you have any questions regarding this proposal.

Sincerely,

David P. Heermance

David Heermance
Crosstown Electrical & Data, Inc.

Contractor's License Number 756309
DIR Registration No. 1000000155
5454 Diaz Street, Irwindale, CA 91706
Phone: (626) 813-6693
Fax (626) 869-0192



Fee Schedule for Pelona Vista Park-n-Ride Lighting Project

Item No.	Pay Item	Quantity	U/M	Unit Price	Total
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Furnish Omniflow Lighting Fixtures (Delivery to Crosstown Warehouse)	1	LS	\$ 204,760.00	\$204,760.00
3	Install Omniflow Lighting Fixture, Including Fuse Kit and Wiring.	50	EA	\$ 1,200.00	\$ 60,000.00
4	System Testing and Acceptance	1	LS	\$ 10,000.00	\$ 10,000.00
Total					\$284,760.00

Notes:	
1	Material on Hand Payment (Item 2) due when all Lighting Fixtures are delivered to Crosstown warehouse at 5454 Diaz Street, Irwindale, CA 91706 (Net 45 Terms)
2	Crosstown will prepare progress invoices for work accomplished at or near the end of each month with concurrence by a city of Palmdale representative.



City Council Staff Report

DATE: OCTOBER 18, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
DISTRICT: ALL
SUBJECT: APPROVE AMENDMENT NO. 1 TO THE DESIGN-BUILD AGREEMENT WITH SCHNEIDER ELECTRIC FOR ADDED ENERGY PROJECT SERVICES, INCREASING THE CONTRACT AMOUNT BY \$6,172,270, FOR A TOTAL CONTRACT AMOUNT OF \$14,663,872

ISSUE

Approve Amendment No. 1 to the design-build agreement with Schneider Electric for added energy project services, increasing the contract amount by \$6,172,270, for a total contract amount of \$14,663,872.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Amendment No. 1 to Agreement No. A-8161 with Schneider Electric for added energy project services for \$6,172,270.
2. Authorize the transfer of \$202,712 from Account No. F0149101-724525 into Account No. G0167101-724525-1227, Facility Energy Efficiency Project; and,
3. Authorize the City Manager or her designee to execute Amendment No. 1 to Agreement No. A-8161, with Schneider Electric, including minimal and/or non-substantive changes.

BACKGROUND

In March 2023, Design Build Agreement No. A-8161 was awarded to Schneider Electric, for \$8,491,602 to implement energy-saving and operation cost-saving projects throughout City facilities to benefit the community.

In March 2023, Schneider Electric completed an extensive investment grade analysis and prepared a recommendation of projects for the City's consideration, as outlined below.

- Replacement of 42 HVAC units that are in operation beyond their useful life of 15 years.
- Replacement and/or upgrade of building control solutions that monitor the heating and air systems. Many of these have obsolete systems where components are

no longer available, leading again to the potential for the loss of productivity (four buildings).

- Retrofit of facility lights with Light Emitting Diode (LED) lights, providing efficiency, higher quality, and requiring less maintenance.
- Implement smart irrigation technologies, including replacing 20 controllers before they become obsolete.

Phase I of the project encompassed:

- Lighting Efficiency Projects
 - o Interior Lighting Retrofits (5 sites, including City Hall, Dev Svcs, Legacy, Playhouse and Maintenance Facility)
 - o Exterior Lighting Retrofits (5 sites, including City Hall, Dev Svcs, Legacy, Playhouse and Maintenance Facility)
 - o Sports Field LED Retrofits (2 sites, including Domenic Massari and Marie Kerr)
- HVAC and Controls
 - o HVAC Replacements (6 sites, including Ero, City Hall, Desert Sands, Dev Svcs, Library and SAVES)
 - o HVAC and Lighting Controls Converted to Automated Logic Controllers (6 sites)
- Other
 - o Irrigation Controllers, Booster Pumps, and Master Valves and Flow Sensors Upgraded or Replaced (22 sites citywide)
 - o Retrofit of several streetlights to LED lights.

DISCUSSION

Energy efficiency projects presented as a part of the initial recommendation are expected to span multiple years. As staff indicated in the March 1, 2023, staff report, future phases would come before the City Council for approval. Amendment No. 1 is considered Phase II of the project. During Phase II, Schneider Electric will continue working through additional City facility sites to retrofit lighting and upgrade HVAC systems and controls.

Phase II will encompass the following:

- Lighting Efficiency Projects
 - o Interior Lighting Retrofits (4 sites)
 - o Sports Field LED Retrofits (3 sites); and,
- HVAC and Controls
 - o HVAC and Lighting Controls Converted to Automated Logic Controllers (6 sites).

The Phase II Interior Lighting Retrofit will cover all non-OBF lighting from the original agreement, as outlined in the table below. Sports Field lighting at Marie Kerr/Best of the West, and Pelona Vista will be upgraded to LED lighting. HVAC units that have been replaced as a part of Phase I require testing and balancing to ensure that the heating or

cooling mechanisms work according to the design specifications and at the best efficiency level.

The table below summarizes Phase II by project, location, and price.

Type of Project	Locations	Price
Sports Field Lighting	Marie Kerr Park- Field 1	\$2,902,992
	Marie Kerr Park -Best of the West	
	Pelona Vista	\$2,741,774
Non-OBF LED Lighting	City Hall	\$369,407
	Development Services	
	Legacy Commons	
	Playhouse	
Testing and Balance (TAB) for HVAC units	Aero Complex	\$158,097
	City Hall	
	Desert Sands	
	Development Services	
	Library	
	SAVES	
Total Cost		\$6,172,270

Phase II will save the City almost \$2.1 million over 20 years and will assist with efforts to reduce greenhouse gases. The retrofits will provide energy conservation, efficiency, and other energy-related capital improvement services. As part of Schneider's services, once the projects are complete, they will perform initial verification services to determine the actual savings realized by the City. The verifications will assist with the planning process for future projects and budgeting for subsequent years/phases.

FISCAL IMPACT

\$6,172,270; Phase II of the project is funded through Measure AV and the General Fund.

Funds are budgeted and available for FY 2023-24 in Capital Improvement accounts G0167157 and G0167157, with \$202,712 to be transferred from F0149101.

STRATEGIC PLAN

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

- D. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs.

Report to Mayor and City Council
Re: Approval of Amendment No. 1 to Agreement A-8161
Date of Meeting: October 18, 2023
Page 4

Goal III: Invest in infrastructure to improve community livability.

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

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

ATTACHMENTS

Amendment No. 1 to Agreement No. A-8161

**1st AMENDMENT TO AGREEMENT A-8161
BETWEEN THE CITY OF PALMDALE AND SCHNEIDER ELECTRIC**

This 1st Amendment to Agreement No. A-8161 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and SCHNEIDER ELECTRIC (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 29, 2023 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

WHEREAS, Customer owns and operates the Project Site(s), and is in need of energy, water and operating cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, Customer is authorized under the laws of the State of California (here in after the "State") to enter into this Contract for the purposes set forth herein.

WHEREAS, ESCO is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of Customer; and

WHEREAS, under a separate agreement with the Customer, the ESCO has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Presentation, and the Parties hereby acknowledge that the Investment Grade Audit Presentation has been reviewed and accepted by the Customer; and

WHEREAS, Customer desires to retain ESCO to purchase, install and service certain energy, water and operating cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water and operating cost reductions within Project Site(s), as more fully described herein; and

WHEREAS, ESCO understands, acknowledges, and agrees that one of the funding sources for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA"). ESCO agrees that it shall comply with any applicable regulations associated with ARPA funds, on those specifically funded ARPA projects as listed in the Schedule. By executing this Contract, ESCO agrees to comply with any applicable regulations and reporting requirements set forth in Exhibit "A", "B" & "C" attached hereto and shall familiarize itself with those requirements.

NOW, THEREFORE. In consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and ESCO hereto covenant and agree that the following Schedules are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

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

Increase the amount of energy service projects to include the following:

Sports field lighting at Marie Kerr Park, which entail fields 1 through 8, and Pelona Vista Park which entail nine soccer fields.

Non-OBF interior LED lighting at City Hall, Development Services, Legacy Commons, and the Playhouse.

Testing and Balance (TAB) for new HVAC units at Aero Complex, City Hall, Desert Sands, Development Services, Library and SAVES.

NOW THEREFORE, the parties agree as follows:

That the CONSULTANT will complete Phase II projects and abide by the quoted price proposed in Exhibit A. Any changes even minor are only to occur with the City of Palmdales' full approval. See Attachment Exhibit "A", and Exhibit "B" for proposed summary and schedule.

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

(REST OF PAGE LEFT INTENTIONALLY 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:

SCHNEIDER ELECTRIC:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

SIGNATURE AREA

Jordan Lerner
Vice President

ADDRESS FOR NOTICE:
SCHNEIDER ELECTRIC
1660 SCENIC AVENUE
COSTA MESA, CA 92626

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
Interim City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

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

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