



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

December 9, 2020

BOARD OF DIRECTORS

ROBERT E. ALVARADO
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDR LLP
Attorneys



AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT

TO BE HELD VIA TELECONFERENCE ONLY

DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 303-907-719#

Submit Public Comments at: <https://www.gomeet.com/303-907-719>

MONDAY, DECEMBER 14, 2020

6:00 p.m.

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Dawn Deans at 661-947-4111 x1003 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Dawn Deans al 661-947-4111 x1003 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Administering of Oath of Office to elected Directors. (General Counsel Dunn)

- 3) Roll Call.
- 4) Adoption of Agenda.
- 5) Public comments for non-agenda items.
- 6) Presentations:
 - 6.1) None at this time.
- 7) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 7.1) Approval of minutes of Regular Board Meeting held November 23, 2020.
 - 7.2) Payment of bills for December 14, 2020.
 - 7.3) Approval of District membership in the Antelope Valley Economic Development & Growth Enterprise (AV EDGE). (\$5,000.00 – Budgeted – Public Affairs Director Shay)
 - 7.4) Approval of sale of District property, parcel no. 3052-008-009, to City of Palmdale for the roundabout project at the intersection of Avenue S-8 and 40th Street East. (\$6,300.00 – Revenue – Engineering/Grant Manager Rogers)
 - 7.5) Approval of Resolution No. 20-22 being a Resolution of the Board of Directors of the Palmdale Water District Adopting an Amendment to Section 8.08 and Appendix F, Cross-Connection Control Policy, of the Palmdale Water District's Rules and Regulations. (No Budget Impact – Assistant General Manager Ly)
- 8) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 8.1) Consideration and possible action on Ground Lease Agreement between the Palmdale Water District and the American Indian Little League. (No Budget Impact – General Manager LaMoreaux)
 - 8.2) Consideration and possible action on authorizing staff to amend the contract for adding Feasibility of Groundwater Augmentation to the Surface Water Augmentation Feasibility Study with Stantec Consulting Services, Inc. (\$18,235.00 – Budgeted – Engineering/Grant Manager Rogers)
 - 8.3) Consideration and possible action on approval of contract with HDR Engineering, Inc. to prepare the District's Hazard Mitigation Plan. (\$108,288.00 – Budgeted-Grant Funding – Assistant General Manager Ly)
 - 8.4) Support of the recruitment process for Public Member of the Palmdale Recycled Water Authority. (No Budget Impact – General Manager LaMoreaux)
 - 8.5) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2020 Budget:
 - a) None at this time.

- 9) Information Items:
 - 9.1) Reports of Directors:
 - a) Meetings; Standing Committee/Assignment Reports; General Report.
 - 9.2) Report of General Manager.
 - 9.3) Report of General Counsel.
- 10) Board members' requests for future agenda items.
- 11) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 7, 2020 **December 14, 2020**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Ms. Judy Shay, Public Affairs Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – APPROVAL OF DISTRICT MEMBERSHIP IN THE ANTELOPE VALLEY ECONOMIC DEVELOPMENT & GROWTH ENTERPRISE (AV EDGE). (\$5,000.00 – BUDGETED – PUBLIC AFFAIRS DIRECTOR SHAY)***

Recommendation:

Staff recommends that the Board approve the annual membership fee of \$5,000.00 for the Antelope Valley Economic Development & Growth Enterprise (AV EDGE).

Alternative Options:

The Board can choose not to approve the membership fee.

Impact of Taking No Action:

The District will not be a member of AV EDGE.

Background:

AV EDGE was formed this year by the leaders of the AV Board of Trade (AVBOT) and the Greater Antelope Valley Economic Development Alliance (GAVEA). Its goal is to continue AVBOT's advocacy and GAVEA's economic development efforts with one voice. For many years, the District was a member of both organizations and was an active GAVEA board member. The annual membership fees were \$549 for AVBOT and \$2,500 for GAVEA.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District's Mission Statement.

Budget:

This project is under Budget Item No. 1-02-5070-011.

Supporting Documents:

- Invoice from AV EDGE



Antelope Valley Economic
Development & Growth Enterprise
41301 12th St West, Suite D
Palmdale, CA 93551
661-441-2957
administration@avedgeca.org
Federal ID #95-4718459

Invoice

Date	Invoice #
11/24/2020	297

Bill To
Palmdale Water District Attn: Laura Gallegos 2029 East Avenue Q Palmdale, CA 93550

Terms	Due Date
Net 30	12/24/2020

Item	Description	Qty	Rate	Amount
Municipal	Membership: November 1, 2020 - November 1, 2021	1	5,000.00	5,000.00
			0.00	0.00
	Please make checks payable to AV EDGE		0.00	0.00
Total				\$5,000.00
Payments/Credits				\$0.00
Balance Due				\$5,000.00

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 8, 2020 **December 14, 2020**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Scott Rogers, Engineering/Grant Manager
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.4 – APPROVAL OF SALE OF DISTRICT PROPERTY, PARCEL NO. 3052-008-009, TO CITY OF PALMDALE FOR THE ROUNDABOUT PROJECT AT THE INTERSECTION OF AVENUE S-8 AND 40TH STREET EAST. (\$6,300.00 – REVENUE – ENGINEERING/GRA NT MANAGER ROGERS)***

Recommendation:

Staff recommends that the Board authorize staff to approve a Purchase and Sale Agreement for a direct sale to the City of Palmdale (City) of one parcel (APN: 3052-008-009) through the acquiring agency representative, Overland, Pacific, Cutler, LLC (“OPC”) for \$6,300.00 and authorize the General Manager to execute all documents necessary to effectuate the sale.

Alternative Options:

The Board’s only alternative is to not authorize staff to complete the sale of District property.

Impact of Taking No Action:

There is no impact on the District.

Background:

The City of Palmdale approached the District about the direct sale given its interest in converting an existing four-way stop to a roundabout at the intersection of Avenue S-8 and 40th Street East (Attachment A). The project requires the purchase of the parcel, formerly the Well No. 12 site. The parcel is approximately 0.06 acres (2,500 SF). The City of Palmdale/OPC secured the Santolucito Dore Group, Inc. to prepare an appraisal for the parcel (Attachment C). Based off the appraisal, the property appraised for \$6,300.00, which represents the Fair Market Value (California Code of Civil Procedure 1263.320(a)).

Both Well No. 12 and the 20,000-gallon tank have been inactive and disconnected from the distribution system for several years. Well No. 12 is currently permitted through the County of Los Angeles, and as part of the negotiations with the City of Palmdale, the Palmdale Water District requires the parcel to be sold in its “as-is” condition therefore alleviating the District from any remediation requirements. As part of the Agreement, the City will be required to permanently abandon Well No. 12 as required by the County of Los Angeles.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager

December 8, 2020

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District’s Mission Statement.

Budget:

No funding is being requested for this item. Revenue of \$6,300.00.

Supporting Documents:

- Attachment A: Legal Description and Plat Map
- Attachment B: Offer to Acquire Property Rights for Roundabout Project located at the intersection of Avenue S-8 and 40th Street East
- Attachment C: Statement of Value and Summary of the Basis for Appraisal
- Attachment D: Purchase and Sale Agreement

Attachment A

**EXHIBIT "A1" PARCEL
3052-008-900
LEGAL DESCRIPTION
FEE**

A PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE EAST HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

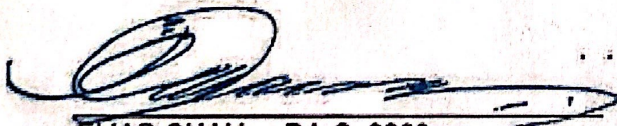
THE NORTH 50 FEET OF THE SOUTH 275 FEET OF THE EAST 50 FEET OF THE WEST 75 FEET THEREOF.

TO BE KNOWN AS "40TH STREET EAST".

THE ABOVE DESCRIBED LAND CONTAINS 2,500 SQUARE FEET (0.06 ACRES), MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO FOR ILLUSTRATION PURPOSES OF THE FORGOING DESCRIPTION.

THIS DOCUMENT IS PREPARED BY ME, ELIAS CHAIJ, PLS 8908.



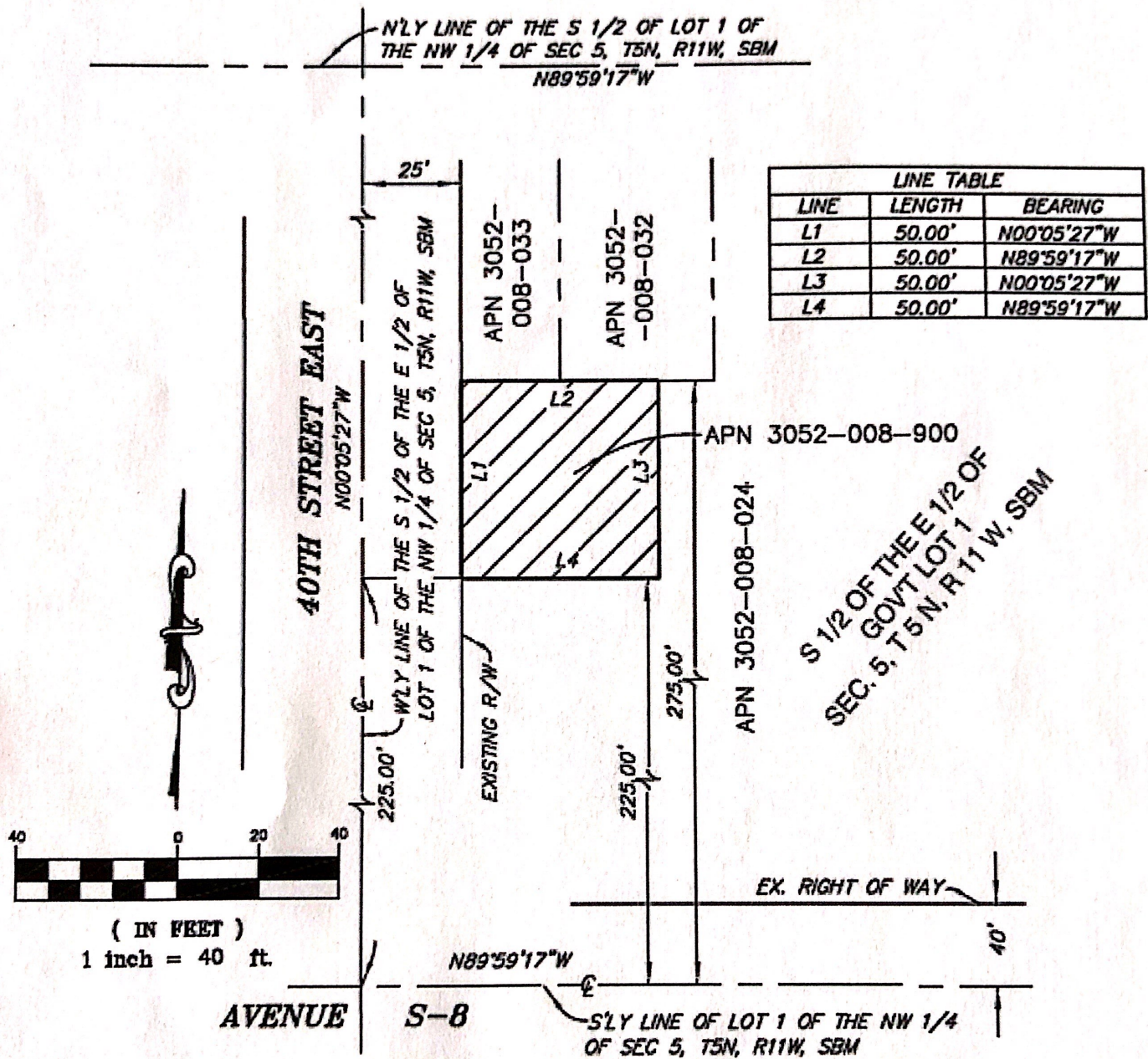
ELIAS CHAIJ P.L.S. 8908
EXP. 09/30/20

JANUARY 7, 2020
DATE



EXHIBIT B

PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



LEGEND

- — — — — CENTERLINE (C)
- — — — — EXISTING RIGHT OF WAY
- — — — — PROPERTY LINE
- — — — — EXISTING EASEMENT
- INDICATES LIMITS OF THE PROPOSED RIGHT OF WAY ACQUISITION

FEE TITLE

JT ENGINEERING
ENGINEERING TECHNOLOGY
Civil/Structural Engineering • Planning • Land Surveying
33336 N. Agua Dulce Cyn. Rd. #103, Agua Dulce, CA 91390
Phone (661) 268-8899 Fax (661) 268-1936
www.jtengineering.com



RECEIVED

OCT 27 2020

PALMDALE

a place to call home

STEVEN D. HOFBAUER
Mayor

RICHARD J. LOA
Mayor Pro Tem

LAURA BETTENCOURT
Councilmember

AUSTIN BISHOP
Councilmember

JUAN CARRILLO
Councilmember

38300 Sierra Highway

Palmdale, CA 93550-4798

Tel: 661/267-5100

Fax: 661/267-5122

TDD: 661/267-5167

October 13, 2020

Palmdale Water District
2029 E. Avenue Q
Palmdale, CA 93550

**Re: Offer to Acquire Property Rights
Avenue S-8 and 40th Street East Roundabout Project
No Site Address Vacant Land
3052-008-900**

Dear Property Owner:

The City of Palmdale is proceeding with the project known as Avenue S-8 and 40th Street East Roundabout Project ("Project"). The purpose of the project is to convert an existing four-way stop to a roundabout at the intersection of Avenue S-8 and 40th Street East. The Project requires the purchase of the real property, located within the Project area, known as Assessor Parcel Number 3052-008-900 in the City of Palmdale, California.

The City of Palmdale has determined that the Project will require the fee acquisition of the property located in The City of Palmdale and identified by the Los Angeles County Assessor as Assessor Parcel Number 3052-008-900 (the "Property"). A review of public records indicates that you are the owner of record of the Property.

The City of Palmdale is interested in negotiating the fee acquisition of your Property. The Property Interests are described and depicted in the enclosed legal descriptions and plat maps. The City of Palmdale hereby offers you the amount of \$6,300.00 for the Property Interests.

The City of Palmdale has retained Overland, Pacific & Cutler, LLC. ("OPC") to contact the property owners in order to acquire the necessary rights for the Project and has specifically authorized OPC to make this offer to you.

Auxiliary aids provided for

communication accessibility

upon 72 hours notice and request.

It is City of Palmdale's policy to acquire privately owned property only when it is essential to do so, and through voluntary purchase if possible. While City of Palmdale has the power of eminent domain, condemnation has not been authorized with respect to the Property Interests. However, in order to keep you fully informed, enclosed is an informational brochure describing the acquisition policies and procedures.

Federal and California law require that before making an offer to acquire real property or an interest in real property, The City of Palmdale must obtain an appraisal to determine the fair market value of the property interests to be acquired for the Project, establish an amount which it believes to be just compensation for the property interests to be acquired, and make an offer to the owner or owners of record to acquire the property interests in the full amount of the just compensation so established.

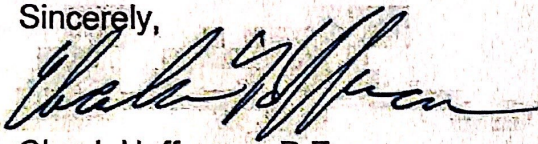
The City of Palmdale has determined that the amount of just compensation for the Property Interests is the sum of \$6,300.00. The City of Palmdale's offer is the full amount that The City of Palmdale has determined to be the fair market value of the Property Interests. The basis for that determination is explained in the enclosed appraisal report prepared by Santolucito, Dore Group, Inc., a qualified real estate appraiser, dated September 30, 2020.

It is The City of Palmdale's hope that this price is agreeable to you and that the acquisition can begin immediately. This offer is, however, conditioned upon The City of Palmdale's ratification of the offer by execution of a contract of acquisition in a form and substance approved by the Palmdale City Council. This offer is also based on the assumption that the Property Interests is free of contamination and requires no remediation. If contamination is found, this offer will be subject to amendment.

You have the right to obtain your own independent appraisal. Pursuant to California Code of Civil Procedure section 1263.025, you are entitled to be reimbursed for the reasonable cost, up to five thousand dollars (\$5,000), for an independent appraisal you obtain. In order to receive any reimbursement, the appraiser you choose must be licensed with the California Bureau of Real Estate Appraisers (formerly the California Office of Real Estate Appraisers) and you must submit your reimbursement request in writing to OPC. With your reimbursement request, you must submit (1) copies of the contract (if a contract was made), (2) the appraisal report, and (3) the invoice for the completed work by the appraiser. Your request must be submitted to OPC within ninety (90) days of the earlier of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal.

If you wish to accept this offer, please sign the enclosed Right of Way Contract, sign and notarize the enclosed deed and call Kelly Dewitt of OPC at (562)304-2000 so that delivery of the signed contract and signed and notarized deed can be arranged. If you have any questions or wish to discuss this matter further, please feel free to call Kelly Dewitt at the number noted above.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Heffernan", written over a horizontal line.

Chuck Heffernan, P.E.
Director of Public Works

Enclosures:

Right of Way Contract
Legal Descriptions and Plat Map
Appraisal Report
Statement of Value and Appraisal Summary
Acquisition Brochure
Title VI Package

STATEMENT OF VALUE AND SUMMARY OF THE BASIS FOR APPRAISAL

SUBJECT PROPERTY:	Approximately 2,500 square feet of vacant residential land East Side of 40 th Street East, North of Avenue S-8 Palmdale, Los Angeles County, CA 93552
OWNER:	Palmdale Water District, which acquired title as Palmdale Irrigation District
LEGAL DESCRIPTION:	Reference in Addenda
ASSESSOR PARCEL NUMBER(S):	3052-008-900
EFFECTIVE DATE / REPORT DATE:	September 15, 2020 / September 30, 2020
CLIENT:	City and OPC
INTENDED USER(S):	City and OPC
INTENDED USE:	The intended use of the appraisal is for property acquisition purposes; specifically, a full acquisition for the Project. The purpose is to estimate compensation for the proposed full acquisition.
SALES HISTORY:	There have been no market sales in the past five years.
CURRENT LISTING / CONTRACT(S):	To the best of our knowledge, the subject is not currently listed for sale. We are not aware of any purchase contracts or offers for the subject property.
LAND AREA:	Approximately 2,500 square feet (calculated to be 0.06 acres), per the Assessor's Plat Map
ACCESS:	Paved roads
TOPOGRAPHY:	Generally level at street grade
AVAILABLE UTILITIES:	Southern California Edison, City of Palmdale Utilities Division, Sanitation District of Los Angeles County, Palmdale Water District, Los Angeles County Waterworks, and Southern California Gas Company. Public utilities are assumed to be typical and adequate for the market area.
IMPROVEMENTS / PERSONAL PROPERTY:	An abandoned water well/tank and chain link fencing
ZONING:	R-1-7,000 – Single-Family Residential

HIGHEST & BEST USE:

As Vacant: Joinder with an adjacent parcel
As Improved: N/A

FLOOD ZONE:

Zone X

**HYPOTHETICAL
CONDITIONS:**

The following hypothetical conditions apply to this specific appraisal assignment. Use of these hypothetical conditions may have affected the assignment results.

The valuation of the remainder in the "after" condition requires a hypothetical condition to be assumed that the project has been built and facilities are in place as proposed.

Per Section 1263.330 of the California Code of Civil Procedure, the valuation of the subject larger parcel does not include any increase or decrease in the value attributable to the proposed project.

**EXTRAORDINARY
ASSUMPTIONS:**

The following extraordinary assumptions apply to this specific appraisal assignment. Use of these extraordinary assumptions may have affected the assignment results.

The subject property has been appraised subject to information, maps, and exhibits provided by the client. As such this information is integral to the value conclusions in the appraisal. We have assumed this information, as provided, is reliable for analysis purposes.

The larger parcel boundary and proposed acquisition were not staked. The appraisers determined the property boundaries and approximate location of the proposed acquisition based on a review of Google Earth aerial imagery, the project legal description(s) and plat map(s), and our physical inspection of the property. We have assumed our estimates are reasonable for analysis purposes. If it is later found that our estimates are incorrect, based on additional surveys or changes in the engineering maps, we reserve the right to reconsider our estimates.

There is an abandoned water well/tank on site, that will be removed by the City once it is acquired. The water/well tank has not been valued as part of this assignment and it is assumed that the City and Palmdale Water District will handle the acquisition of this improvement outside of the appraisal.

**DEFINITION OF FAIR
MARKET VALUE¹:**

As defined in the California Code of Civil Procedure:

1263.320 - (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

**DEFINITION OF PROPERTY
RIGHTS APPRAISED:**

The property rights appraised are fee simple estate.

Fee Simple Estate is defined as follows: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."²

¹ Part 3, Title 7, Chapter 9, Article 4, of the California Code of Civil Procedure

² The Dictionary of Real Estate Appraisal, 6th Edition, Page 90, (Appraisal Institute, Chicago: 2015).

VALUATION OF THE LARGER PARCEL

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with similar utility and desirability, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities.

The Highest and Best Use analysis provided the foundation for locating land comparables for use in the sales comparison approach. The conclusion of the Highest and Best Use analysis supported a reasonable, probable, and consistent use of the subject property for residential use. We searched for land comparables with a similar highest and best use and overall orientation as the subject land. They included parcels of land that were purchased for single-family residential development or retained as such.

Adjustments and/or comparisons of the sales are made relative to differences or similarities to the subject property. A range of values results from this approach. We correlate the range into a final value by weighting the land comparables as to their overall similarity to the subject.

SALES COMPARISON APPROACH CONCLUSION

A total of four land comparables were used in the land valuation. The land comparable data were sufficient in quality and quantity to estimate the subject's market value with many physical and non-physical characteristics analyzed in the valuation process.

The land comparables had an unadjusted price per square foot range from \$2.41 to \$4.40. Land sizes ranged from 5,400 to 19,967 square feet. No sales were located that bracketed the subject's parcel size of 2,500 square feet. Sale dates range from June 2018 to as recently as June 2020. There were no adjustments for property rights, financing, conditions of sale, buyer expenditures, or market conditions. The price per square foot range remained the same.

After qualitative adjustments, Land Comparables 1 through 3, ranging from \$3.66 to \$4.40 per square foot, are considered overall superior to the subject. Therefore, it was reasonable to reconcile the subject's value below this range. Land Comparable 4, at \$2.41 per square foot, is considered overall similar to the subject with limited development potential due to the very narrow size. Therefore, it was reasonable to reconcile the subject's value near this indicator.

All of the value indicators have been considered in the final analysis. A value between the similar and superior indicators is supported in keeping with the definition of fair market value. As previously mentioned, the subject is too small for stand-alone single-family development. The subject property would most likely be purchased for joinder with an adjacent parcel, which is an extremely limited buyer pool, and assembled in order to create a larger site more suitable for development.

The qualitative land analysis results are arrayed in the table below, followed by our indicated market value. The Land Comparable Adjustment Grid is on the page following our indicated market value.

VALUATION ADJUSTMENT ARRAY		
Land Comparable	Comparability to Subject	Adjusted Price per SF
3	Superior	\$4.40
1	Superior	\$3.87
2	Superior	\$3.66
Subject	--	\$2.50
4	Similar	\$2.41

TOTAL COMPENSATION

INDICATED VALUE PER LAND ACRE: \$2.50

SUBJECT SIZE: 2,500 Square Feet (0.06 Acres)

INDICATED MARKET VAULE \$6,250

INDICATED VALUE: \$6,300

LAND COMPARABLE SUMMARY TABLE

Comparable Land Sales								
Comp No.	Address City	Date Assessor Parcel No	Grantor Grantee	Financing Book/Page or Reference Doc	Price Price Per Land SF	Acres Land SF	Zoning Current Use	Comments
1	43423 6th St. E. Lancaster	6/16/2020 3126-007-017	IRA Services Trust Company Arturo Ceballos	Cash 20200654015	\$35,000 \$3.87	0.21 9,054	R-7,000 Vacant land	This is the sale of 9,054 square feet of vacant residential land with paved road access in an established neighborhood. Utilities are available at the street. This was an arms-length market transaction.
2	43421 W. 18th St. W Lancaster	12/18/2019 3125-002-018	Kim Rucker Roberto Funes & Rene Funes	Cash 20191413796	\$73,000 \$3.66	0.46 19,967	R-7,000 Vacant land	This is the sale of 19,967 square feet of vacant residential land with paved road access in an established neighborhood. Utilities are available at the street. This was an arms-length market transaction.
3	W. of Manzanita Dr. & E of 67th St. W Palmdale	6/21/2019 3204-038-067	Joseph Biehl Diana Dekoeyer	Cash 20190593940	\$60,000 \$4.40	0.31 13,632	R-1-13,000 Vacant land	This is the sale of 13,632 square feet of vacant residential land with paved road access in the established neighborhood of Godde Terrace Estates, a custom home community. Utilities are available at the street. No entitlements were in place at the time of sale. The sale appears to have been an arms-length market transaction.
4	W/S of 27th St. E & S of Ave. R-8 Palmdale	6/1/2018 3019-007-024	Katie Stewart Evangelina Avila	Cash 20190339853	\$13,000 \$2.41	0.12 5,400	R-1-7,000 Vacant land	This is the sale of 5,400 square feet of vacant residential land with paved road access; however, the road does not appear to be maintained. This property is not located in an established neighborhood. Utilities appear to be located approximately one-tenth of a mile north and south within Avenues R-8 and R-12, respectively. The sale appears to have been an arms-length market transaction.

SUMMARY OF CONCLUSIONS

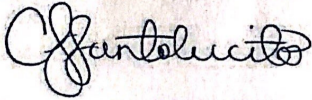
Per the preceding analyses, we have developed opinions of the fair market value of the subject larger parcel, which is the total compensation for the proposed full acquisition, as shown below.

TOTAL COMPENSATION	
INDICATED VALUE PER LAND ACRE:	\$2.50
SUBJECT SIZE:	2,500 Square Feet (0.06 Acres)
INDICATED MARKET VAULE	\$6,250
INDICATED VALUE:	\$6,300

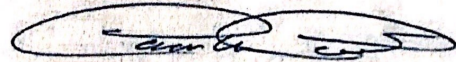
This concludes this summary of our appraisal prepared at the request of, and to be used by, the client to comply with the Code of Civil Procedure Section 1255.010(b). The total fair market value for all property rights to be acquired from the subject property/larger parcel in connection with the Avenue S-8 and 40th Street East Roundabout Project, as of September 15, 2020, is:

SIX THOUSAND THREE HUNDRED DOLLARS
\$6,300

Santolucito Doré Group Inc.



Christine S. Santolucito, R/W-AC
President
California-AG043715
Expiration: February 14, 2022



Lance W. Doré, MAI, FRICS
Vice President
California-AG002464
Expiration: October 1, 2020

Dated: September 30, 2020

PARCEL NO.: 3052-008-900
TITLE REPORT NO.: 00087924-994-LT2-JC
PROJECT: Avenue S-8 and 40th Street East Roundabout Project

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between the City of Palmdale, a Charter City (hereinafter called "Buyer"), and Palmdale Water District, which acquired title as Palmdale Irrigation District, (hereinafter called "Seller") for acquisition by Buyer of certain real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Palmdale, County of Los Angeles, State of California:

A. Fee (Attached as Exhibit "A" Fee)

The legal description of each interest is identified in the referenced attachment(s), which is/are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS
(\$6,300.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1 and the Custodian fee incurred by Seller.

3. CONVEYANCE OF TITLE. Seller agrees to convey by Easement Deeds to Buyer marketable easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 5 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Commonwealth Land Title / Lawyers Title Company and approved in Escrow.

4. **POSSESSION.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$6,300.00 issued by Lawyers Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. **ESCROW.** Buyer agrees to open an escrow in accordance with this Agreement at Lawyers Title Company, 7530 N. Glenoaks Blvd Burbank, CA 91504, 818-767-2000 x529. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow an original, fully executed and acknowledged deeds prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel his own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward same to the Buyer and shall refund any difference to the Seller. In the

event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 365 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are unpaid after December 10 and/or April 10. At close of escrow, check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;
- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3,

4, 5, 6, 7, 9, 10, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that the buyer and its contractors will indemnify the undersigned and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such use, and reimburse the seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such use.

10. COUNTERPARTS. This agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer and to Overland, Pacific & Cutler LLC, purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Los Angeles, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.
- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or

"extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year

set forth hereinabove.

BUYER

CITY OF PALMDALE

BY: _____
Chuck Heffernan, P.E.
Director of Public Works

MAILING ADDRESS OF BUYER
Department of Public Works
38250 Sierra Highway
Palmdale, CA 93550

APPROVED AS TO FORM

BY: _____
City Attorney

ATTEST

BY: _____
City Clerk

DATE: _____

SELLER

Palmdale Water District, which acquired title
as Palmdale Irrigation District

BY: _____

ITS: _____

DATE: _____

BY: _____

ITS: _____

DATE: _____

MAILING ADDRESS OF SELLER
2029 E. AVENUE Q
PALMDALE, CA 93350

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE EAST HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND IN THE BUREAU OF LAND MANAGEMENT, DESCRIBED AS FOLLOWS:

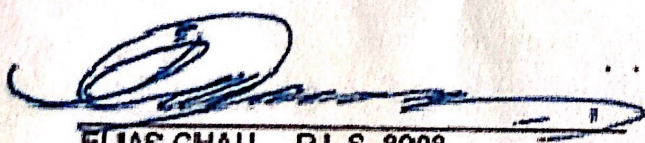
THE NORTH 50 FEET OF THE SOUTH 275 FEET OF THE EAST 50 FEET OF THE WEST 75 FEET THEREOF.

TO BE KNOWN AS "40TH STREET EAST",

THE ABOVE DESCRIBED LAND CONTAINS 2,500 SQUARE FEET (0.06 ACRES), MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO FOR ILLUSTRATION PURPOSES OF THE FORGOING DESCRIPTION.

THIS DOCUMENT IS PREPARED BY ME, ELIAS CHAIJ, PLS 8908.



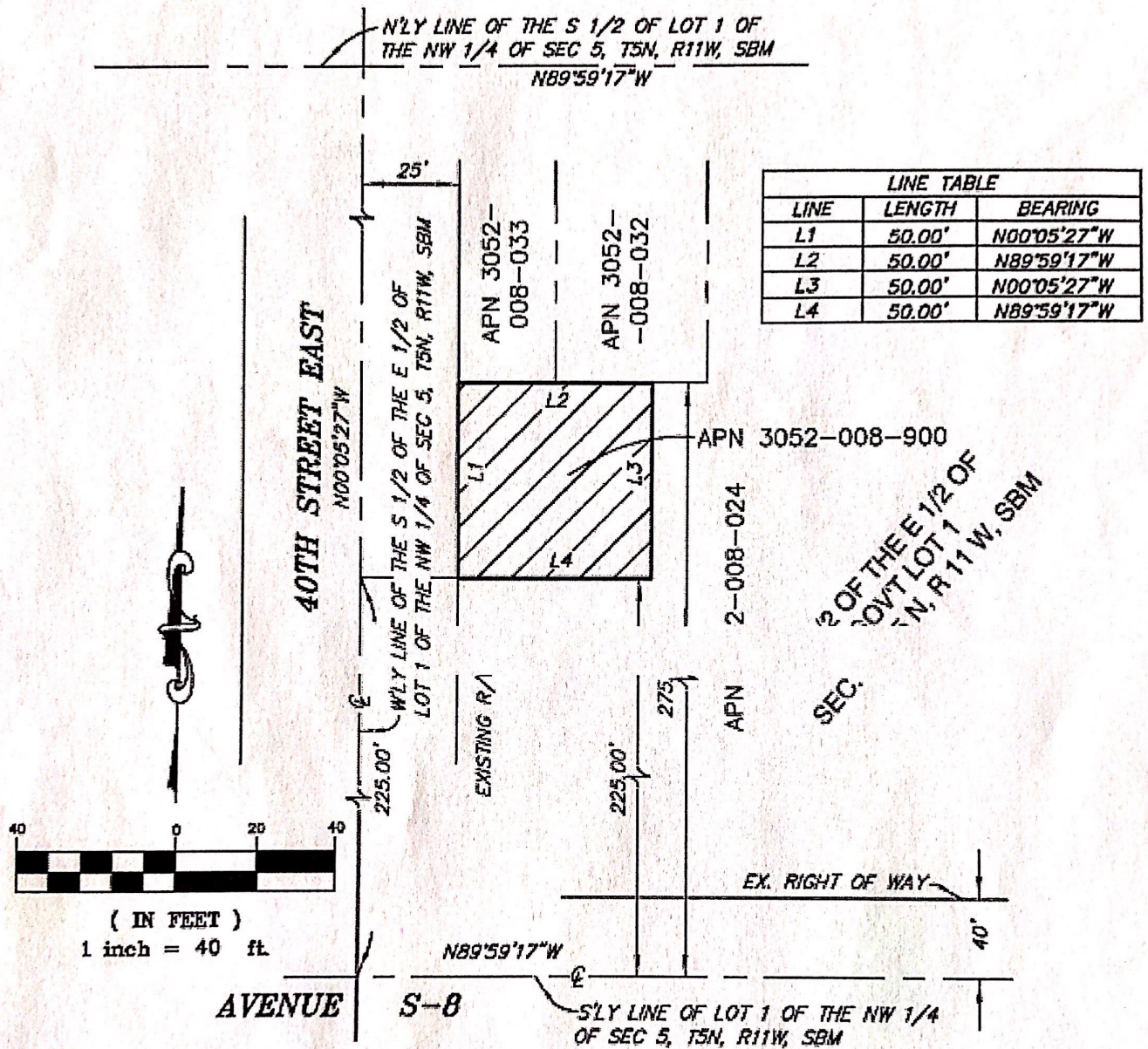
ELIAS CHAIJ P.L.S. 8908
EXP. 09/30/20

JANUARY 7, 2020
DATE




EXHIBIT B

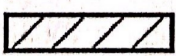
PORTION OF SEC 5, T5N, R11W, SBM
IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



FEE TITLE

JT ENGINEERING
ENGINEERING  TECHNOLOGY
Civil/Structural Engineering * Planning * Land Surveying
33336 N. Agua Dulce Cyn. Rd. #103, Agua Dulce, CA 91390
Phone (661) 268-8899 Fax (661) 268-1936
www.jtengineering.com

LEGEND

- — — — — CENTERLINE (C)
- — — — — EXISTING RIGHT OF WAY
- — — — — PROPERTY LINE
- — — — — EXISTING EASEMENT
-  INDICATES LIMITS OF THE PROPOSED RIGHT OF WAY ACQUISITION

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 8, 2020 December 14, 2020
TO: BOARD OF DIRECTORS Board Meeting
FROM: Mr. Adam Ly, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.5 –APPROVAL OF RESOLUTION 20-22 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO SECTION 8.08 AND APPENDIX F, CROSS CONNECTION CONTROL POLICY, OF THE PALMDALE WATER DISTRICT’S RULES AND REGULATIONS. (NO BUDGET IMPACT – ASSISTANT GENERAL MANAGER LY)***

Recommendation:

Staff recommends that the Board approve Resolution 20-22 amending Appendix F – Cross Connection Control Policy.

Alternative Options:

Do not amend Appendix F.

Impact of Taking No Action:

Failure to achieve strategic objectives set by the Board.

Background:

The District’s Cross Connection Control (CCC) Policy was established in 1988 after the State regulated the practices. The CCC contains all the details of the State mandates with small modifications that are used in the District’s distribution system. The program was managed using Microsoft Access database. It has grown to about 1000 devices.

Recently, the District migrated over to an off-the-shelf software to manage the backflow program. Staff felt it is time to review the program and separate the policy from the business process. We also made some modifications to the documents and updated all the changes that have been made in the last 30 plus years. The proposed policy and standard operating procedures are updated and provide the current process we are using to manage the process.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence and Strategic Initiative No. 3 – Systems Efficiency.

This item directly relates to the District’s Mission Statement.

Budget:

No budget impacts.

Supporting Documents:

- Resolution 20-22
- Proposed Appendix F
- Proposed Standard Operating Procedures

RESOLUTION NO. 20-22
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
ADOPTING AN AMENDMENT TO SECTION 8.08 AND APPENDIX F,
CROSS-CONNECTION CONTROL POLICY, OF THE PALMDALE WATER
DISTRICT'S RULES AND REGULATIONS

WHEREAS, Appendix F, the Cross-Connection Control Policy, was adopted in 1988 via Section 8.08 of the Palmdale Water District's Rules and Regulations; and

WHEREAS, pursuant to the State Water Resource Control Board, the Palmdale Water District ("District") shall have a Cross-Connection Control Program as part of its water permit; and

WHEREAS, the Program shall include rules and regulations, standard specifications, and procedures to address cross-connection control and backflow preventers; and

WHEREAS, the District desires to update Appendix F, the Cross-Connection Control Policy of the District's Rules and Regulations, to reflect the requirements and changes in Titles 17 and 22 of the California Code of Regulations and the SWRCB Policy Handbook on Cross-Connection; and

WHEREAS, the District also desires to separate the policy components from the District's Rules and Regulations to its operations guidelines of the program by amending Appendix F.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are all true and correct and hereby adopted as findings.

SECTION 2. Section 8.08 of the District's Rules and Regulations is hereby amended and shall now read as follows:

"8.08 CROSS CONNECTIONS

The District has adopted a Cross Connection Control Policy and incorporates such program herein. The District's Cross-Connection Control Policy is attached hereto as Appendix F."

SECTION 3. Appendix F, as referenced in Section 8.08 of the District's Rules and Regulations, is hereby replaced in its entirety with a new Appendix F as set forth in Exhibit "A," which establishes a general policy related to cross-connections and adopts new guidelines to carry out the Cross-Connection Control Program through the District's Standard Operations Protocol.

SECTION 4. Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

SECTION 5. If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. This Resolution shall become effective upon the date of adoption as set forth herein.

PASSED, APPROVED AND ADOPTED on this 14th day of December 2020 by the Board of Directors of the Palmdale Water District.

Vincent Dino, President
Board of Directors
Palmdale Water District

Don Wilson, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:

Aleshire & Wynder. LLP
Eric Dunn, District General Counsel

APPENDIX F

PALMDALE WATER DISTRICT CROSS-CONNECTION CONTROL POLICY

I. Statement of Policy:

This policy establishes Palmdale Water District's Cross-Connection Control Program (1) to comply with Federal and State regulation on cross-connection control; (2) to protect the public water supply against actual or potential cross-connection; (3) to establish effective management processes to accomplish this goal.

These regulations are adopted pursuant to the State of California Code of Regulations, Title 17 and Title 22, and the Cross-Connection Policy Handbook developed by State Water Resources Control Board.

It is unlawful for any person, firm, or corporation at any time to make or maintain or cause to be made or maintained, temporarily or permanently, for any period of time whatsoever, any cross-connection between plumbing pipes or water fixtures being served with water by the Palmdale Water District ("District") and any other source of water supply or to maintain any sanitary fixture or other appurtenances or fixtures, which by reason of their construction may cause or allow backflow of water or other substances into the water supply system of the District and/or the service of water pipes or fixtures of any consumer of the District.

II. Principles:

- A. No water service connection to any premises shall be installed or maintained by the District unless the water supply is protected as required by State laws and regulations and this policy.
- B. Service of water to any premises shall be discontinued by the District if a backflow prevention assembly, as required by this policy, is not installed, tested, and maintained; or if it is found that a backflow prevention assembly has been removed or bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- C. Wherever backflow protection is found necessary, the type of assembly to be installed will be commensurate to the hazard potential that might exist. The District does not permit the use of Double Check Valve Assembly (DC) as a form of backflow prevention.
- D. Backflow prevention assembly shall be installed on the service connection to any premise that have (1) an internal cross-connection that cannot be permanently corrected to the satisfaction of the State, local health department, or Palmdale Water District, or (2) intricate plumbing and piping arrangement where entry to all portions of the premises is not readily accessible.

III. Responsibilities:

- A. District Management shall develop and update Cross-Connection Control Standard Operations Protocol (SOP) to manage the Cross-Connection Program. The SOP shall be revised as needed and approved by the District's General Manager.
- B. The District's designated Cross-Connection Administrator and the Construction Inspection section shall be responsible for implementing and enforcing the cross-connection control program.
- C. An approved backflow prevention assembly shall be installed at owner's expenses when deemed necessary by the District. It shall be the owner's responsibility to comply with all District requirements as defined within this policy.
- D. Backflow prevention assembly shall be installed in an accessible location and in a manner approved by District. (Reference District Standard Specifications)
- E. It shall be the responsibility of the owner or customer of any premises where backflow prevention assemblies are installed to have thorough inspections and operational tests made of each assembly at least once a year, or more often in those instances where inspections or tests indicate a need. These inspections and tests shall be at the expense of the owner or customer and shall be performed by a person approved by the District and has possession of a current and valid Certificate of Competency for the testing of backflow preventers issued by the County of Los Angeles Department of Health.
- F. Costs or expenses related to testing, turn off/on, late fee, disconnection/reconnection fees and delays are responsibilities of owner. The owner must be in good standing with the District to have water services connected.
- G. Whenever an existing assembly is moved from its present location, or when it requires more than minimum maintenance, or when the District finds that improper maintenance of the assembly constitutes a health hazard, the assembly shall be replaced and tested by the owner at the owner's expenses.

IV. Reclaimed/Recycled Water System:

Site Supervisor - At each premises where it is necessary, in the opinion of the District, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention assembly and for the avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the District shall be promptly notified by the user supervisor so that appropriate measures may be taken to overcome the contamination. The water user shall inform the District of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

Revisions: May 23, 1988
December 14, 2020

E-001 Palmdale Water District Cross-Connect Control Program

Effective Date: 11/26/2020	Approved By: General Manager, Dennis LaMoreaux
Review Date: NA	Signature:

SUBJECT:

Palmdale Water District Cross-Connection Control Program

PURPOSE:

This program establishes procedures and guidelines for the District and owners to comply with Titles 17 and 22 of the California Code of Regulations related to cross connections. It is consistent with the Cross-Connection Control Policy Handbook developed by the State Water Resources Control Board.

PROCEDURES:

Section I – Definitions:

- A. Air-Gap Separation: The term “air-gap separation” means a physical break between a supply pipe and a receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above the flood rim of the vessel and in no case less than one inch.
- B. Approved Backflow Prevention Assembly: The term “approved backflow prevention device” shall mean devices which have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the Foundation for Cross-Connection Control and Hydraulic Research (FCCCHR) at the University of Southern California and is listed on their current approval list.
- C. Approved Water Supply: The term “approved water supply” means any water supply whose potability is regulated by a State or local health agency.
- D. Backflow: The term “backflow” shall mean a flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage is one cause of backflow. Back pressure is the other cause.
- E. Contamination: The term “contamination” means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

- F. Cross-Connection: The term “cross-connection,” as used in this Standard Operations Protocol (“SOP”), means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross- connections.
- G. Health Agency: The term “health agency” means the California Department of Health Services, or the local health agency with respect to a small water system.
- H. Local Health Agency: The term “local health agency” means the County of Los Angeles, Department of Health Services.
- I. Person: The term “person” means an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.
- J. Premise: The term “Premise” means any and all areas on a customer’s property which are served or have the potential to be served by the public water system.
- K. Public Water System: The term “public water system” means a system for the provision of piped water to the public for human consumption which has five or more service connections or regularly serves an average of 25 individuals daily at least 60 days out of the year.
- L. Reclaimed Water: The term “reclaimed water” means a wastewater, which as a result of treatment is suitable for uses other than potable water.
- M. Reduced Pressure Principle Backflow Prevention Assembly (RP): The term “Reduced Pressure Principle Backflow Prevention Assembly” means an assembly containing two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shutoff valves located at each end of the assembly.
- N. Reduced Pressure Principle Detector Assembly (RPDA): The term “Reduced Pressure Principle Detector Assembly” means an assembly composed of a line size approved reduced pressure principle assembly with a bypass containing a specific water meter and an approved reduced pressure principle assembly.
- O. Service Connection: The term “service connection” refers to the point of connection after the Palmdale Water District’s water meter and on the customer private plumbing system.
- P. Water User: The term “water user” means any person obtaining water from an approved water supply system.

Section II – Cross-Connection Protection Requirements:

A. General Provisions:

1. Unprotected cross-connections with the public water supply are prohibited.
2. Whenever backflow protection has been found necessary, the Palmdale Water District will require the water user to install and have tested an approved backflow prevention assembly by and at his/her expense for continued services or before a new service will be granted.
3. Wherever backflow protection has been found necessary on a water supply line entering a water user's premises, then any and all water supply lines from the Palmdale Water District's mains entering such premises, buildings, or structures shall be protected by an approved backflow prevention assembly. The type of assembly to be installed will be in accordance with the requirements of this protocol.

B. Where Protection is Required:

1. Each service connection from the Palmdale Water District water system for supplying water to premises having or access to an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by the Palmdale Water District and is approved by the public health agency having jurisdiction.
2. Each service connection from the Palmdale Water District water system for supplying water to any premises on which any substance is handled in such fashion as may allow its entry into the water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process waters and waters originating from the Palmdale Water District water system which have been subjected to deterioration in sanitary quality.
3. Backflow prevention assemblies shall be installed on the service connection to any premises having (a) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the state or local health department and the Palmdale Water District, or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible whether or not cross-connections exist.
4. Any or all service connections from the Palmdale Water District to all premises, park, lot or landscape median shall have backflow protection if it has or has access to tertiary level reclaimed water source.

5. Backflow protection is required on all new water service connections to the Palmdale Water District's system for the supplying of water for commercial, multi-residential and irrigation uses. All service connections that serve a fire protection system of any class will also require backflow protection.
6. Backflow protection is required on existing commercial, multi-residential, irrigation and fire protection system service locations where the premise undergoes a demolition and the construction of a new structure.
7. Residential service connections, new or existing, serving an onsite fire sprinkler system and/or a water storage tank which is to be used for fire suppression requires backflow protection.
8. A premise that is being served by two or more service connections with the internal plumbing hooked together causing a flow through condition will required backflow protection.

C. Type of Protection Required:

The Palmdale Water District recognizes these three forms of backflow protection to be used as meter service protection and will be located at the service connection. All final decision as to the type of backflow protection assembly required will be determined by the Palmdale Water District. The type of protective assembly that may be required includes: Reduced Pressure Principle Backflow Prevention Assembly (RP), Reduced Pressure Principle Detector Backflow Prevention Assembly (RPDA) and an Air-gap separation (AG).

Section III – Backflow Prevention Assemblies:

A. Approved Backflow Prevention Assemblies:

1. Only backflow prevention assemblies which have been approved by the Foundation for Cross-Connection Control and Hydraulic Research (FCCCHR) shall be acceptable for installation by a water user connected to Palmdale Water District's potable water system.
2. The assemblies shall not be altered as shipped from the manufacturer. Doing so voids the FCCCHR approval.
3. The Palmdale Water District will provide, upon request, to any affected customer a list of approved backflow prevention assemblies.

B. Backflow Prevention Assembly Installation:

1. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, Title 17, of the California Code of Regulations. Location of the assemblies should be as close as practical to the user's connection with no other points of connection in between. The Palmdale Water District shall have the final authority in determining the required location of a backflow prevention assembly.
 - a) Air-gap separation (AG): The air-gap separation shall be located on the user's side of and as close to the service connection as is practical. All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air-gap separation. The air-gap shall be at least double the diameter of the supply pipe measured vertically from the flood rim of the vessel to the bottom of the outlet of the supply pipe and in no case less than one inch.
 - b) Reduced pressure principle backflow prevention assembly (RP): The approved reduced pressure principle backflow prevention assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the relief valve opening on the bottom of the assembly and with a minimum of twelve inches (12") side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing.
 - c) Reduced Pressure Principle Detector Assembly (RPDA): The approved reduced pressure principle detector assembly shall be installed on the user's side of and as close to the service connection as is practical. The assembly shall be installed a minimum of twelve inches (12") above grade and not more than thirty-six inches (36") above grade measured from the relief valve opening on the bottom of the assembly and with a minimum of twelve inches (12") side clearance. The assembly shall be installed so that it is readily accessible for maintenance and testing.

C. Backflow Prevention Assembly Testing and Maintenance:

1. The owners of any premises on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a person who has possession of a current and valid Certificate of Competence issued by the County of Los Angeles Public Health Department. Testing of all backflow prevention assemblies shall be done in accordance with current test procedures required by said department. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. The Palmdale Water District may require a more frequent testing schedule if it is determined to be necessary. No assembly shall be placed back in service unless it is functioning as required. Testing and reporting shall be completed in one of two options.

2.

- a) An original copy of Palmdale Water District's "Field Testing and Maintenance Report Form" shall be used by the certified tester to record the required test data, and the original test form will be filed with the District after each test, relocation, or repair.
- b) The certified tester can use the District's web-based reporting site to record and file the testing results with the District for each test, relocation, or repair.

These assemblies shall be serviced, overhauled, or replaced whenever they are found to be defective and all costs of testing, repair, and maintenance shall be borne by the water user.

- 3. The Palmdale Water District will, upon request, supply water users with a list of persons acceptable to test backflow prevention assemblies. Those listed are by no means the only testers allowed to test within the Palmdale Water District's jurisdiction. The Palmdale Water District will notify affected customers by mail or email from the District's web-based backflow testing when annual testing of an assembly is needed and also supply users with the necessary testing requirements which must be filled out each time an assembly is tested and/or repaired.
- 4. If necessary and in order to protect public health, the Palmdale Water District will make arrangements for testing a customer's backflow prevention assembly to fulfill the requirements of the program. The customer will be charged for the test and any maintenance found necessary to keep the assembly in working order on the next regular water bill.

D. Backflow Prevention Assembly Relocation, Repair and Replacement:

- 1. Approval must be obtained from the Palmdale Water District before a backflow prevention assembly is relocated or replaced.
 - a) Relocation: An assembly may be relocated following confirmation by the Palmdale Water District that the relocation will continue to provide the required protection and satisfy installation requirements. A retest will be required following the relocation of the assembly.
 - b) Repair: An assembly may be removed for repair, provided the water use is either discontinued until repair is completed and the assembly is returned to service, or the service connection is equipped with other backflow protection approved by the Palmdale Water District. A retest will be required following the repair of the assembly; and
 - c) Replacement: An assembly may be removed and replaced provided the water use is discontinued until the replacement assembly is installed. All

replacement assemblies must be approved by the Palmdale Water District and must be commensurate with the degree of hazard involved.

Section IV – User Supervisor:

At each premises where it is necessary, in the opinion of the Palmdale Water District, a user supervisor shall be designated by and at the expense of the water user. This user supervisor shall be responsible for the monitoring of the backflow prevention assemblies and for avoidance of cross-connections. In the event of contamination or pollution of the drinking water system due to a cross-connection on the premises, the user supervisor shall promptly notify the Palmdale Water District so that appropriate measures may be taken to overcome the contamination. The water user shall inform the Palmdale Water District of the user supervisor's identity on, as a minimum, an annual basis and whenever a change occurs.

Section V – Administrative Procedures:

A. Water System Survey:

1. The Palmdale Water District shall review all requests for new services to determine if backflow protection is needed. Plans and specifications must be submitted to the Palmdale Water District upon request for review of possible cross-connection hazards as a condition of service for new service connections. If it is determined that a backflow prevention device is necessary to protect the public water system, the required device must be installed before service will be granted.
2. The Palmdale Water District may require an on-premise inspection to evaluate cross-connection hazards. The Palmdale Water District will transmit a written notice requesting an inspection appointment to each affected water user. Any customer which cannot or will not allow an on-premise inspection of their piping system shall be required to install the backflow prevention assembly the Palmdale Water District considers necessary.
3. The Palmdale Water District may, at its discretion, require a reinspection for cross-connection hazards of any premise to which it serves water. The Palmdale Water District will transmit a written notice requesting an inspection appointment to each affected water user. Any customer which cannot or will not allow an on-premise inspection of their piping system shall be required to install the backflow prevention device the Palmdale Water District considers necessary.

B. Customer Notification – Assembly Installation:

1. The Palmdale Water District will notify the water user of the survey findings and of the requirement for the installation of a backflow preventer. Included with the notification that addresses the requirement of the backflow prevention installation will be a copy of the Palmdale Water District's Field Testing and Maintenance Report Form or web-based program, which is used by the approved backflow

prevention assembly tester to record the test data which is then returned to the Palmdale Water District for filing. Thirty (30) days is given for the completion of the installation and testing of the required backflow preventer.

2. A second notice will be sent certified mail to the water user who does not take the required corrective action prescribed in the first notice within the 30-day period. The second notice will give the water user a two-week period to take the required corrective action. If no action is taken within the two-week period, the Palmdale Water District will terminate water service to the affected water user until the required corrective actions are taken.

C. Customer Notification - Testing and Maintenance:

1. The Palmdale Water District will notify each affected water user when it is time for the backflow prevention assembly installed on their service connection to be tested. This first notice shall give the water user 30 days to have the assembly tested using the supplied original test form or web-based reporting which is to be completed and submitted to the Palmdale Water District.
2. A second notice shall be sent to each water user who does not have his/her backflow prevention assembly tested as prescribed in the first notice within the 30-day period allowed. The second notice will give the water user a 14-day period to have his/her backflow prevention assembly tested. If no action is taken within the two-week period, a fee of \$50.00 will be charged to the account of the water user.
3. A final notice will then be sent certified mail notifying the water user that his/her backflow prevention assembly has not been tested. If the test form is not returned to the Palmdale Water District office or reported on the District backflow testing website by the end of the two-week period, water service will be terminated without further notice. Along with termination of water service, there are associated fees related to the disconnection and reconnection of the water service, which will be charged to the water user's account.
4. Upon failure to respond to a final notice, the Palmdale Water District, at its discretion, may choose to arrange for testing of the backflow prevention assembly at the user's premise in lieu of water service termination. The customer shall be charged for the test and any maintenance found necessary to keep the assembly in working order on the next regular bill.

Section VI – Water Service Termination:

A. General:

When the Palmdale Water District encounters water uses that represent a clear and immediate hazard to the potable water supply that cannot be immediately abated, the

Palmdale Water District shall institute the procedure for discontinuing the Palmdale Water District's water service.

B. Basis for Termination:

Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following items:

1. Refusal to install a required backflow prevention assembly.
2. Refusal to test a backflow prevention assembly.
3. Refusal to repair a faulty backflow prevention assembly.
4. Refusal to replace a faulty backflow prevention assembly.
5. Direct or indirect connection between the public water system and a sewer line.
6. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
7. Unprotected direct or indirect connection between the public water system and an auxiliary water system.
8. A situation which presents an immediate health hazard to the public water system.

C. Water Service Termination Procedures:

1. For conditions 1, 2, 3, or 4, the Palmdale Water District will terminate service to a customer's premise after two written notices have been sent specifying the corrective action needed and the time period in which it must be done. If no action is taken within the allowed period, water service may be terminated.
2. For conditions 5, 6, 7, or 8, the Palmdale Water District will take the following steps:
 - a) Make reasonable effort to advise water user of intent to terminate water service.
 - b) Terminate water supply and lock service valve. The water service will remain inactive until correction of violations has been approved by the Palmdale Water District.

**PALMDALE
WATER DISTRICT
BOARD MEMORANDUM**

DATE: December 8, 2020 **December 14, 2020**
TO: BOARD OF DIRECTORS **Regular Board Meeting**
FROM: Mr. Dennis LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 8.1 – CONSIDERATION AND POSSIBLE ACTION ON
GROUND LEASE AGREEMENT BETWEEN THE PALMDALE WATER
DISTRICT AND THE AMERICAN INDIAN LITTLE LEAGUE. (NO
BUDGET IMPACT – GENERAL MANAGER LaMOREAUX)***

Recommendation:

Staff recommends the Board approve a Ground Lease Agreement between the Palmdale Water District and the American Indian Little League.

Alternative Options:

The Board can choose not to approve the Ground Lease Agreement.

Impact of Taking No Action:

The current Amendment and Extension to Lease between the District, the American Indian Little League, and the City of Palmdale will expire December 31, 2020, and the property will need to be vacated.

Background:

The District has leased its property at the southeast corner of Division Street and Avenue P-8 to the American Indian Little League since 1963 for \$1.00 per year. In 2000, a three-party Lease Agreement was entered into between the District, the City of Palmdale (City), and the American Indian Little League (AILL) for the continued lease of the property. The City of Palmdale was added to the Lease Agreement to assist the AILL with needed improvements and maintenance for the baseball facilities on site and to help expand the programs of the AILL and the City. The City has since determined to remove their name from the lease upon its expiration and has entered into an Agreement directly with the AILL. The Ground Lease Agreement presented is between the District and the AILL with the AILL continuing to be responsible for all maintenance, repairs, and operations of the site and the District named as an additional insured by the AILL.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District's Mission Statement.

Budget:

This item will not affect the budget.

Supporting Documents:

- 1963 Lease Agreement between the Palmdale Irrigation District and the American Indian Little League
- Proposed Ground Lease Agreement by and between the Palmdale Water District and the American Indian Little League (Sports Complex)

L E A S E

THIS LEASE made this 16th day of SEPT., 1963,
by and between PALMDALE IRRIGATION DISTRICT, hereinafter
called "District", and the AMERICAN INDIAN LITTLE LEAGUE
of Palmdale, California, hereinafter called "Little League".

WHEREAS, the District is the owner of that certain
tract of land commonly referred to as Well Site #4, contain-
ing approximately five acres, located at the southeast corner
of Division street and Avenue P-8, Palmdale, California, also
described as:

The North 529.85 ft. of Lot 6 of Tract 7670,
as per map recorded in Book 114, pages 28-30,
Records of Los Angeles County, excepting, those
portions thereof that have been dedicated to
public streets,

and

WHEREAS, said real property is operative District
property and therefore not subject to sale, but said real
property can be used for recreational purposes without thereby
interfering with or jeopardizing the use of said property by
the District; and

WHEREAS, The American Indian Little League desires
the use of said property for recreational, Little League
baseball and other related purposes;

NOW, THEREFORE, said District does hereby lease, let
and demise the permissive use of said five-acre parcel of land
to the American Indian Little League of Palmdale, California,
upon the following terms and conditions:

1. Rental Period:

The rental period shall be for three (3) years
commencing from the date of the execution of this agreement and

lease, unless sooner terminated as hereinafter provided.

2. Rental:

The consideration for the rental of said parcel of property for said three-year period shall be as follows:

(a) Payment of One (\$1.00) Dollar per year.

(b) The Little League will upon approval of District so far as is necessary for the use of said premises for Little League baseball, grade and level said premises, or such portion thereof as may be necessary for the construction of a Little League baseball diamond or diamonds, at its own cost and expense.

(c) Little League will, at its own cost and expense, install such utilities as bleachers, backstops, benches, relief stations and any other related facilities such as concession stands, etc. as may be necessary.

(d) District will install at cost such water facilities as may be required or necessary for the use of said premises, it being understood and agreed that the cost of such installation, if required by Little League, shall be at the expense of Little League.

(e) The Little League will be financially responsible for all utilities such as water and light and etc.

3. Insurance:

Little League will furnish District with formal evidence of liability insurance with District named as "additional insured" for minimum limits of One Hundred Thousand (\$100,000.00) Dollars Bodily Injury liability per person and Three Hundred Thousand (\$300,000.00) Dollars Bodily Injury liability per occurrence and Ten Thousand (\$10,000.00) Dollars Property Damage liability as respects all operations of the Little League.

4. Rules and Regulations:

Little League agrees to adopt adequate rules and regulations for policing the leased premises in regard to the conduct of its own members or others who may be invited or in

attendance at Little League practice, games, or functions.

Little League shall assume the responsibility for the prosecution of non-members of Little League for any violations of the rules and regulations of Little League or any violation of State laws, County ordinances or other governmental laws pertaining to the leased premises.

5. Termination:

Unless otherwise terminated by the provisions of this agreement, this lease shall terminate upon the expiration of three years from the date hereof. It is understood and agreed, however, that should the leased premises be necessary for additional use by the District for District purposes, said lease may be cancelled upon sixty (60) days' written notice.

6. General Provisions:

(a) Little League agrees that it has examined and knows the condition of said premises and accepts the same in the condition they now are.

(b) District shall not be required to make any repairs or improvements upon said leased premises during the term of this lease and Little League agrees to maintain said premises in good condition and to maintain and repair any improvements constructed upon said premises by it during the term of this lease.

(c) It is reaffirmed and understood by the parties hereto that the use of said premises shall follow the functions pertinent and related to general Little League activities, including the right to construct such buildings and appurtenances upon approval of District as may be deemed necessary or related to said use of the premises.

(d) Upon the termination of said lease at the expiration of said three-year period, or upon the expiration of the sixty-day written notice of termination, as hereinabove provided, Little League shall have thirty days thereafter to remove any buildings or appurtenances constructed as hereinabove

provided and to restore the property to substantially the same condition as existed prior to the execution of this lease. In the event Little League fails during said 30 day period to remove said buildings and appurtenances and to restore the site as above provided, then District shall cause same to be accomplished at the expense of Little League.

(e) It is understood and agreed that no alcoholic beverages shall be sold by Lessee Little League or its supporters or concessionaires.

7. Non-Assignable:

This lease shall not, nor shall any interest therein, be assignable by Little League without the prior written consent of the District and any attempted assignment shall cause the immediate termination of this lease.

IN WITNESS WHEREOF this lease has been executed by the District through its officers thereunto duly authorized and by Little League through its officers thereunto duly authorized as of the 16th day of September, 1963.

PALMDALE IRRIGATION DISTRICT

By James Sloan
President

By J. H. Soum
Secretary

AMERICAN INDIAN LITTLE LEAGUE

By Dan Hudson
President

By Jerome W. Beatty
Secretary

GROUND LEASE AGREEMENT

By and Between

THE PALMDALE WATER DISTRICT

and

THE AMERICAN INDIAN LITTLE LEAGUE

(SPORTS COMPLEX)

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease" herein) is executed this ____ day of _____, 2020, by and between the PALMDALE WATER DISTRICT, an irrigation district ("District" or "Lessor"), and the AMERICAN INDIAN LITTLE LEAGUE, a _____ ("League" or "Lessee"). District and League are collectively referred to herein as the "Parties."

RECITALS

A. On or about September 16, 1963, the Parties entered into a lease for the use of the League of certain real property owned by District commonly referred to as Well Site #4 and consisting of 4.644+/- acres located at the southeast corner of Division Street and Avenue P-8 in the City of Palmdale ("Premises"). The lease was renewed and extended several times.

B. The Premises are legally described in the Legal Description attached hereto as Exhibit "A" and are depicted on the Site Map attached hereto as Exhibit "B."

C. On or about August 2, 2000, the Parties and the City of Palmdale ("City") entered into a lease for the joint use by City and League of the Premises.

D. On or about January 6, 2010, the Parties and the City entered into an amendment extending the term of the lease to July 31, 2020. The August 2, 2000 lease and extension are collectively referred to as the "2000 Lease."

E. The Parties are informed that the City no longer desires to lease the Premises, but the Parties wish to enter into this Lease and continue without the City as a party; to amend and restate the terms of the 2000 Lease; and to establish a new ten (10) year, five (5) month term to expire December 31, 2030. The purpose of this Lease is to facilitate youth sports opportunities. This Lease replaces the 2000 Lease in its entirety.

LEASE PROVISIONS

In consideration of the covenants and agreements contained herein, and incorporating the foregoing recitals and all exhibits hereto, Lessor and Lessee hereby agree as follows:

1.00 LEASE OF PREMISES.

1.01 Premises.

Lessor hereby leases, transfers, and demises, and Lessee hereby leases and takes from the Lessor, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease. Lessee agrees that it accepts the Premises "As-Is" and "Where-Is" without any representations or warranties of any nature or kind whatsoever from Lessor. The Lease does not

include any easements appurtenant or any other property interests to any real property outside of the boundaries of the Premises absent their express inclusion in this Lease.

1.02 Term.

The term of this Lease shall be for ten (10) years and five (5) months ("Term"), unless terminated earlier by the Parties as provided in this Lease. The Term commences on August 1, 2020 ("Commencement Date") and ends on December 31, 2030.

1.03 Quiet Possession.

Lessor covenants and agrees with Lessee that Lessee may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease.

1.04 Rent.

The rent for the Premises shall be One Dollar (\$1.00) per year. Any fees, charges, fines, taxes, assessments, or other monetary sums which Lessee is required to pay Lessor under this Lease may be treated as additional rent and subject to the restrictions and remedies provided in this Lease or otherwise provided by law. The term "rent" as used in this Lease shall be deemed to include all such monetary sums, which may be due under this Lease.

1.05 Payment.

Rent shall be payable in advance in lawful currency of the United States on the Payment Date which shall be on or before the first working day of the first year following the Effective Date and the first working day of every year thereafter during the Lease Term. Rent shall be paid at the address designated for notices or such other place as may be designated in writing by Lessor, without prior demand therefor, and without any deduction or offset whatsoever.

1.06 Taxes.

(a) Lessee shall pay all real and personal property taxes and assessments assessed against the Premises as hereinafter provided. Lessee shall make all payments directly to the charging authority at least ten (10) days prior to delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at its election, utilize the permitted installment method, but shall pay each installment prior to delinquency. Any payments during the first year and for the Lease Year in which the Lease expires or terminates shall be prorated between Lessor and Lessee.

(b) Pursuant to Revenue and Taxation Code Section 107.6, League acknowledges that this Lease may be deemed to create a "possessory interest", which property interest may be subject to taxation and the party in whom the possessory interest is vested (League) may be subject to the payment of property taxes levied on such interest. League shall be responsible for the payment of any possessory interest or other tax which may be assessed or levied with respect to any interest granted to League pursuant to this Lease.

1.07 Utilities.

It is the intent of the parties that the rent paid hereunder shall be absolutely net to the Lessor, and Lessee shall pay all costs, charges, assessments, and obligations of every kind or nature against or relating to the Premises or the use, occupancy, operation, management, maintenance, or repair thereof which may arise or become due during the term. Without limiting the generality of the foregoing, Lessee shall pay all charges for utilities and services furnished to the Premises during the term, including but not limited to gas, electricity, heat, power, sewer, water, telephone, refuse collection, all associated connection charges, and all similar utility bills taxed, levied, or charged upon the Premises.

Lessor acknowledges that Lessee may have an agreement from time-to-time with the City where the City will be responsible to Lessee for up to six thousand dollars (\$6,000) annually for field water service, and that any expense above this amount will be the responsibility of the League. Notwithstanding such agreement, Lessee shall be responsible for all water, electric, gas and waste utility services.

2.00 DEVELOPMENT OF THE PREMISES.

2.01 Construction of Future Improvements.

(a) League will continue to make repairs and/or improvements to the Premises as mutually agreed by the Parties.

(b) Lessor must approve any and all construction, modifications, or improvements to the Premises prior to the commencement of any work thereon. Any such improvements on the Premises must be done pursuant to a separate agreement or permit. The League shall be responsible for and promptly pay for any additional utility costs as a result of new park amenities and improvements to the Premises. League shall keep the Premises, and any improvements constructed thereon, free and clear of liens for labor and material supplies by or for the League and shall hold District harmless from all liability with respect to any such improvements, additions or alterations.

2.02 Ownership of Improvements.

During the Term, title to all improvements constructed or placed on the Premises by Lessee, including buildings, structures, and other tenant improvements are and shall be vested in Lessee, but shall automatically become the property of Lessor upon the expiration or sooner termination of this Lease. Lessee shall have the right to retain any furniture or equipment or any personal property of Lessee not affixed to the buildings or improvements constructed on the Premises, all of which property (whether classified as real or personal property) shall be the property of Lessee. Lessee agrees to provide any documents (such as warranties) relating to the operation or ownership of the improvements at the end of the Lease.

If requested in writing by the District, the League shall have sixty (60) calendar days thereafter to remove any buildings or appurtenances it has installed and to restore the Premises to

substantially the same condition as existed prior to the execution of this Lease. In the event the League fails during said sixty (60) day period to remove the buildings and appurtenances and to restore the Premises as above provided, then the District may cause same to be accomplished at the expense of the League.

2.03 Mechanics' Liens.

Lessee shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work or improvement, for any labor done, services performed, or materials, appliances, transportation, or power used or furnished, however it may arise, to stand against the Premises or any improvement thereon. If any such lien shall be filed or arise against the Premises or improvements, Lessee shall cause the same to be discharged within thirty (30) days after such filing, by payment, deposit, or bond and shall save and hold Lessor and the Premises free and harmless from any and all such claims, liens, or suits.

3.00 USE OF THE PREMISES.

3.01 Uses.

Lessee may only use the Premises for the recreation programs expressly permitted under this Lease, as described in the "Use of Premises" attached hereto as Exhibit "C." The Parties may modify the programs and schedules from time to time without a formal amendment to this Lease, provided that such modifications are approved in a writing executed by District's General Manager, and League's Board President. Any such modification shall be attached to Exhibit "C" and shall be deemed to be incorporated into this Lease.

3.02 Compliance with Law.

Lessee agrees that all operations and activities by or under Lessee on the Premises shall be conducted in compliance with all applicable statutes, ordinances, orders, entitlements, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, which may be applicable to the Premises or to the use or manner of use of the Premises.

3.03 Miscellaneous Restrictions.

Lessee agrees in using the Premises:

(a) Not to commit any waste or suffer any waste to be committed upon the Premises.

(b) Not to sell or permit the sale or use of alcoholic beverages on the Premises.

(c) Not to perform or cause any acts or carry on any practices, or allow of Lessee's invitees, employees, agents or guests to perform or cause any acts or carry on any practices, that may injure adjoining buildings or property or be a nuisance, danger or menace to

other persons or businesses in the area or disturb the quiet enjoyment of any person, nor to conduct or permit to be conducted any public or private nuisance on the Premises.

(d) Not to engage in any activity on or about the Premises that violates any "Environmental Law" (as defined below), and to promptly, at Lessee's sole cost and expense, take all investigatory and/or remedial action required or ordered by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any "Hazardous Material" (as defined below) created or caused by or under Lessee. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (iii) California Health and Safety Code Sections 25100 et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; (v) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317 et seq.; (vi) California Water Code Section 1300 et seq.; and (vii) California Civil Code Section 3479 et seq., as such laws are amended and the regulations and administrative codes applicable thereto. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition or pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Lessee shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq. Lessee shall provide prompt written notice to Agency of the existence of Hazardous Substances on the Site and all notices of violation of the Environmental Laws received by Lessee. Lessee's obligations pursuant to this Section shall be referred to in this Lease as "Environmental Compliance".

3.04 Maintenance of the Premises.

(a) Duty of Lessee to Maintain.

Lessee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Premises or any part thereof, that Lessee shall be responsible for maintenance of all interior and exterior improvements that may exist on the Premises from time to time, including without limitation buildings, fences, gates, sidewalks, walkways, paths, parking lots, lighting, signs, planters, irrigation and drainage facilities, walls, facades plate and window glass, interior walls, interior lights, and floor coverings, at all times in good condition and repair, and shall keep the Premises neat, clean, and sanitary, free from any accumulation of debris or waste materials. Lessee shall promptly make all necessary replacements, repairs, and alterations. Lessee shall place all rubbish in authorized containers. Lessee shall promptly sweep and clean sidewalks, loading and service areas, and parking areas. Lessee shall maintain all landscaping required pursuant to Lessee's approved landscaping plan in a healthy condition, including

replacement of any dead or diseased plants. Lessee shall maintain all fencing and gates in good appearance and condition and to ensure that the Premises are secure at all times against trespass.

Specific maintenance obligations are described in the “Maintenance of Premises” attached hereto as Exhibit “D.” The Parties may modify the specific maintenance obligations from time to time without a formal amendment to this Lease, provided that such modifications are approved in a writing executed by District’s General Manager and League’s Board President. Any such modifications shall be attached to Exhibit “D” and shall be deemed to be incorporated into this Lease. The Parties agree that Lessee may contract with the City or another entity to perform such maintenance obligations, but such contract shall not relieve Lessee of its obligation to perform such maintenance obligations.

(b) Right of Lessor to Maintain and Repair.

If Lessee refuses, neglects, or fails to maintain and repair the Premises as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may enter the Premises at all reasonable times during normal business hours and perform said maintenance or make such repairs or perform any other act required to be performed by Lessee hereunder, without liability to Lessee for any loss or damage that may accrue to Lessee’s merchandise, fixtures, or other property or to Lessee’s business by reason thereof, and may charge Lessee for Lessor’s costs. The above notwithstanding, the Lessor may in its absolute discretion enter the premises at any time, with or without notice, and make any repair it deems necessary to ensure the protection of public health and safety.

(c) No Duty of Lessor.

Except as otherwise provided in this Lease, Lessor shall not be obligated to repair, replace, maintain, or alter the Premises or the buildings or improvements within which the same are located, and Lessee waives all laws in contravention thereof. Nothing herein shall imply any duty upon the part of Lessor to do any such work which, under the provisions of this Lease, Lessee may be required to perform, and the performance thereof by Lessor shall not constitute a waiver of Lessee’s default to perform the same.

3.05 Rights of Access.

(a) Generally.

Lessor or the authorized representatives of Lessor may, without prior written or oral notice to Lessee, enter the Premises at all reasonable times during usual business hours for the purposes of inspecting the same.

(b) Public Improvements.

The Lessor, for itself and for other public agencies, at their sole risk and expense, reserves the right to enter the Premises or any part thereof at all reasonable times during normal business hours with as little interference as possible for the purpose of construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Premises. Any damage or injury to the Premises or to the improvements

constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

4.00 INDEMNIFICATION AND INSURANCE.

4.01 Insurance.

(a) Comprehensive General Liability Insurance.

Beginning on the Effective Date and throughout the term of the Lease, including any extensions, Lessee shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of Lessor and Lessee a policy of commercial general liability insurance (occurrence form) in an amount not less \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Worker's Compensation.

Lessee shall keep or cause to be kept, Worker's Compensation Insurance covering all persons employed in connection with work and with respect to whom death or injury claims could be asserted against Lessor, Lessee or the Premises at all times when any work is in process in connection with any improvement, change, alteration, and demolition or replacement. All such insurance shall be obtained and kept in force as otherwise provided in subsection (g).

(c) Other Insurance.

Lessee may procure and maintain any insurance not required by this Lease, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of Lessor and Lessee.

(d) Insurance Policy Form, Content and Insurer.

All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, and with a minimum policy holder rating of "A" or better and of financial category Class IX status or better in the most recent edition of Best's Insurance Guide or similar rating system acceptable to Lessor. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of Lessor that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by Lessor; and (iv) the policies cannot be cancelled or materially changed except after thirty (30) days' notice in writing by the insurer to Lessor or Lessor's designated representative. Lessee shall furnish Lessor with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. **Lessor shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Lease.**

(e) Failure to Maintain Insurance and Proof of Compliance.

Lessee shall deliver to Lessor, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to Lessor of payment required for procurement and maintenance of each policy within the following time limits:

1. For insurance required at the commencement of this Lease, within thirty (30) days after commencement; and
2. For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If Lessee fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish Lessor with required proof that the insurance, has been procured and is in force and paid for, Lessor shall have the right, at Lessor's election and on five (5) days' notice to Lessee, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as added rent due from Lessee, with interest at the rate specified in Section 8.04, to be paid within ten (10) days after demand therefor by Lessor. Lessor shall give Lessee prompt notice of the payment of premiums, stating the amount paid and the names of the insurer or insurers.

4.02 Indemnification.

(a) General.

To the fullest extent allowed by law, Lessee covenants and agrees to forever indemnify, defend, hold harmless and save Lessor, its officers, employees, and agents against any and all actions, suits, claims, damages to persons (including without limitation, death or physical or emotional injury) or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Lessee, its agents, employees, subcontractors, or invitees, hereunder, upon the Premises, whether or not there is current passive, or active negligence on the part of Lessor, its officers, agents, or employees and in connection therewith:

1. Lessee will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. Lessee will promptly pay any judgment rendered against Lessor, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Lessee hereunder; and Lessee agrees to save and hold Lessor, its officers, agents, and employees harmless therefrom;
3. In the event Lessor, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of or in connection with the work operation or activities of Lessee hereunder, Lessee agrees to pay to Lessor, its officers, agents, or employees, any and all costs and expenses incurred by Lessor, its

officers, agents, or employees in such action or proceeding, including but not limited to legal costs and attorneys' fees.

(b) Exceptions.

The foregoing indemnity shall not include the following claims or liabilities:

1. Those arising from the sole or gross negligence or willful misconduct of the Lessor, its officers, agents, or employees, who are directly responsible to Lessor.

(c) Additional Coverage.

Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

1. Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Premises.

2. Any accident or other occurrence in or on the Premises or on any adjoining sidewalk or adjacent property causing injury or death to any person or damage to property whatsoever;

3. Any failure of Lessee to comply with performance of all of the provisions of this Lease;

4. Lessee's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Premises which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist.

(d) Waiver of Lessor Liability.

To the fullest extent allowed by law, Lessee covenants and agrees Lessor shall not at any time or to any extent whatsoever be liable, responsible, or in anywise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by Lessee or by any persons who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when whether such loss, injury, death, or damage shall be caused by or in anywise result from or arise out of the active negligence or intentional acts or omissions of Lessor.

(e) Waiver of Subrogation.

Lessee agrees that Lessee shall not make any claim against, or seek to recover from Lessor or its agents, servants, or employees, for any loss or damage to Lessee, or to any person or property, including without limitation, the property of others under the control of Lessee, and Lessee shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against Lessor, its agents and employees. In furtherance of the foregoing, Lessee agrees that in the event of a sale of the Premises by Lessor, the hereinabove waiver of subrogation shall continue in favor of the original Lessor hereunder, and any subsequent Lessor, and their respective successors and assigns. In addition,

Lessor agrees that Lessor shall not make any claim against or seek to recover from Lessee or its agents, servants or employees for any loss or damage to Lessor, but nothing contained herein shall be deemed to prevent Lessor from terminating this Lease due to the material default of Lessee.

(f) Survives Termination.

This Section 4.02 survives termination of the Lease.

5.00 TRANSFER

5.01 Restrictions on Transfer.

(a) Transfer Defined.

As used in this section, the term “transfer” shall include any assignment, sublease, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Lease, the Premises, or the improvements thereon. A transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Lessee in the aggregate taking of all transfers into account on a cumulative basis.

(b) Lessor Approval of Transfer Required.

Lessee shall not transfer this Lease or any of Lessee’s rights hereunder, or any interest in the Premises or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Lessor, and if so purported to be transferred, the same shall be null and void. Based upon the nature of the allowed uses under the Lease, approval of an assignment or any transfer of the Lease is in the Lessor’s sole and absolute discretion.

5.02 Successors and Assigns.

The terms, covenants, and agreements herein contained shall bind and inure to the benefit of Lessor and Lessee, and each of their heirs, personal representatives, successors, and assigns, subject to, the provisions of this Lease. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor as set forth in Section 5.01.

6.00 ENFORCEMENT.

6.01 Default and Grounds For Termination Prior to Expiration of Term.

Lessor shall be entitled to declare a default of this Lease and terminate the Lease prior to the expiration of the term where Lessee fails to:

- (a) Pay rent to Lessor, as rent is defined in Section 1.04;
- (b) Pay to any governmental subdivision or agency any tax or assessment required by Section 1.06 and such tax or assessment becomes a lien upon the Premises;
- (c) Procure or maintain insurance or pay to Lessor as added rent any insurance premiums paid by Lessor pursuant to Section 4.01 hereof;
- (d) Discharge any mechanic's, materialmen's, contractor's, subcontractor's or other lien as required by Section 2.03;
- (e) Reimburse Lessor for any other loss, fee or charge which is responsibility of Lessee pursuant to this Lease;
- (f) Pay all charges for utilities and services as provided in Section 1.07;
- (g) Comply with all applicable governmental statutes, ordinances, rules, regulations, entitlements orders and prior covenants and restrictions of record; provided that failure to so comply shall not be a default so long as Lessee is exercising any legal rights to protest or appeal such statute, rule, regulation, order or covenant and restriction, or so long as no official enforcement action has been commenced by the appropriate agency;
- (h) Perform any other material obligation of Lessee contained in this Lease.

6.02 Procedure For Opportunity to Cure and Termination.

Lessor may terminate the Lease by reason of the foregoing defaults where Lessor has given notice in writing to Lessee specifying the nature of the default and the corrective action required to be taken, and Lessee has not cured such default within twenty (20) days after receipt by Lessee of such notice, or, where the nature of the default is such that it cannot reasonably be cured within such twenty (20) days, then Lessee shall not be in default so long as Lessee commences the actions necessary for cure within such twenty (20) days and diligently prosecutes the same to completion.

6.03 Termination Without Opportunity to Cure.

Lessor shall also be entitled to declare a default and terminate this Lease immediately, without providing notice and an opportunity to cure, where:

- (a) Lessee makes an unauthorized transfer of this Lease without the consent of Lessor pursuant to Section 5.01; or
- (b) Lessee vacates or abandons the Premises.

Lessor may waive any default hereunder, but such waiver shall not be construed as a waiver of any other default. No acceptance of rent by Lessor or delay in enforcing any obligation shall be construed as a waiver of any default by Lessee. Except as required to protect against further damages, the injured party may not institute legal proceedings against the party in default until after giving the notice required in this Section.

6.04 Termination Without Cause

In addition to the foregoing, any party to this Lease shall have the right to terminate this Lease at any time during the Term or any renewal thereafter, upon the giving of a one (1) year written notice of intent to terminate this Lease to the other Parties.

6.05 Surrender of Premises.

(a) General.

In the event of any termination of the Lease, whether by lapse of time, cancellation, forfeiture, default, or otherwise, Lessee shall immediately surrender and deliver the Premises to Lessor, and all rights and claims of Lessee in and to use and enjoyment of such Premises shall cease. Such termination shall not release the Lessee from any liability which accrued under this Lease to Lessor prior to such termination.

(b) Condition of Premises.

Except as otherwise provided in Section 5.01, upon said termination, Lessee shall surrender the Premises neat and clean, in good and tenantable condition, reasonable wear and tear excepted. Lessee shall do all work and make all repairs necessary to place the Premises in said condition at Lessee's sole expense, including complying with Section 3.03(d). Should Lessee fail to do such work and make such repairs after receipt of Lessor's demand to do so, Lessor may perform such work, and Lessee shall reimburse Lessor for the expense thereof within ten (10) days after being invoiced therefor by Lessor.

(c) Removal of Property.

Upon said termination, and provided Lessee is not in default hereunder, Lessee shall have the right to remove from the Premises all furniture, furnishings, fixtures, and equipment placed in the Premises, provided that Lessee shall make all repairs to the Premises required because of such removal. If any of such property shall remain in the Premises after the end of the term hereof, such property shall be and become, at the option of Lessor, the property of Lessor without any claim therein of Lessee; provided that Lessor may direct Lessee to remove such property and if Lessee fails to remove such when directed to do so by Lessor, then Lessor may remove such property and Lessee shall reimburse Lessor for the expense thereof within ten (10) days after being invoiced therefor by Lessor.

(d) Quitclaim Deed.

Upon said termination, Lessee shall execute a quitclaim deed quitclaiming all of its right, title, and interest in and to the Premises to Lessor.

(e) Holding Over.

This Lease shall terminate and become null and void without further notice upon expiration of the term herein specified, and any holding over by Lessee after such expiration shall not constitute a renewal hereof or give Lessee any rights under this Lease. If Lessee fails to surrender the Premises, all insurance and indemnity requirements under this Lease shall remain in full force and effect. Additionally, without limitation to the foregoing, Lessee shall indemnify and hold Lessor harmless from all loss or liability, including any claims made by any succeeding tenant.

6.06 Legal Actions.

(a) Institution of Legal Actions.

In addition to any other rights or remedies, and subject to the restrictions in Sections 8.01, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in those counties, or in the Federal District Court in the Central District of California.

(b) Applicable Law and Forum.

The laws of the State of California shall govern the interpretation and enforcement of this Lease.

6.07 Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Lease, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

6.08 Waiver.

Except as otherwise provided in this Lease, waiver by any party of the performance of any covenant, condition, or promise, shall not invalidate this Lease, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by any party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by any party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.09 Attorney's Fees.

If any party to this Lease is required to initiate or defend any action or proceeding in any way connected with this Lease, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to receive reasonable attorney's fees from the other party. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.00 GENERAL PROVISIONS.

7.01 Time of Essence.

Time is of the essence of each and every covenant, term, condition, and provision of this Lease.

7.02 Nonliability of District Officials and Employees; Conflicts of Interest; Commissions.

(a) Personal Liability.

No member, official, employee, agent or contractor of Lessor shall be personally liable to Lessee in the event of any default or breach by Lessor or for any amount which may become due to Lessee or on any obligations under the terms of the Lease; provided, it is understood that nothing in this Section 7.02 is intended to limit Lessor's liability otherwise provided for in this Lease.

(b) Financial Interest.

No member, official, employee or agent of Lessor shall have any financial interest, direct or indirect, in this Lease, nor participate in any decision relating to this Lease which is prohibited by law.

(c) Commissions.

Neither the Lessor nor the Lessee has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease. Neither party shall be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this Lease, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

7.03 No Partnership.

Notwithstanding any other express or implied provision of this Lease, Lessor shall not in any way or for any purpose become or be deemed to be a partner of Lessee in its business or otherwise or a joint venturer, or a member of any joint enterprise with Lessee.

7.04 Severability.

If any covenant, term, condition, or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law unless that covenant, term, condition, or provision declared to be invalid is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the remainder of this Lease meaningless.

7.05 Interpretation.

The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease. As used in this Lease and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and each gender shall include all genders. Lessor and Lessee, as, used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, co-partnership, individual, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity, and all successors and assigns. All covenants herein contained on the part of Lessee shall be joint and several.

7.06 Integration Clause.

It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. This Lease includes all exhibits attached hereto, which by this reference are incorporated herein, and also includes any other documents incorporated herein by reference as though fully set forth herein. Said documents shall be interpreted insofar as possible to prevent any inconsistency and to effectuate the terms thereof, without one prevailing over the other.

7.07 Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to League: AMERICAN INDIAN LITTLE LEAGUE
Attention: Board President
124 Technology Drive
Palmdale, CA 93550

If to District: PALMDALE WATER DISTRICT
Attention: General Manager
2029 East Avenue Q
Palmdale, CA 93550

7.08 Amendments.

Any amendment of, or supplement to, this Lease must be in writing and signed by the Parties or their respective successors.

7.09 Warranties.

Lessor makes no warranty, representation, contract, agreement, or statement concerning the use, occupancy, or suitability of the Premises for the use of the Premises as set forth in this Lease, or with respect to the condition of title with respect thereto, or the means, mode, or manner or construction of any buildings or improvements, or the adequacy or fitness thereof for any use or occupancy, or the accuracy or validity of any statement, representation, warranty, agreement, or document by any other person, party, or entity, unless expressly set forth herein as an agreement of Lessor. Lessee warrants and represents to Lessor, for the express benefit of Lessor, that:

(a) Lessee has undertaken a complete and independent evaluation of the risks inherent in the execution of this Lease and the operation of the Premises for the use permitted hereby as set forth in the Lease, and that based upon said independent evaluation, Lessee has elected to enter into this Lease;

(b) No oral or written inducement(s) to execute this lease have been made to Lessee unless expressly set forth in writing in the Lease, and;

(c) Any statement, fact, promise, or representation, whether express or implied, or oral or written, made at any time whatsoever to Lessee, which is not expressly incorporated in writing the Lease, is, and shall forever be, waived and renounced by Lessee.

On the basis of the foregoing warranties and representations of Lessee, Lessor is willing to enter into this Lease. In the event any of such warranties or representations of Lessee herein contained shall be inaccurate or untrue, Lessor may, in addition to all other rights of Lessor at law or equity, terminate this Lease at any time thereafter upon written notice to Lessee.

Lessee agrees that this Lease is, and shall be subject and subordinate to all matters in existence, whether of record or otherwise, and as now or hereafter modified or amended (provided that the rights of Lessee are not materially adversely affected by any such modification or amendment), and further agrees to be bound by and not to violate or cause Lessor to be in violation of any of the provisions of said matters and the provisions contained therein or in any present or future modification or amendment thereof.

7.10 Execution.

(a) This Lease may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

(b) Lessor represents and warrants that: (i) it is an irrigation district duly organized and existing under the laws of the State of California; (ii) by proper action of Lessor, Lessor has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers; and (iii) the entering into this Lease by Lessor does not violate any provision of any other agreement to which Lessor is a party.

(c) Lessee represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Lessee, Lessee has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers; and (iii) the entering into this Lease by Lessee does not violate any provision of any other agreement to which Lessee is a party.

7.11 Effective Date.

This Lease shall take effect and become operative on the Effective Date, which shall be the date that this Lease is executed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

“LESSOR”

PALMDALE WATER DISTRICT, an
Irrigation District

Dated: _____

By: _____
General Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, General Counsel

“LEAGUE”

AMERICAN INDIAN LITTLE LEAGUE, a

Dated: _____

By: _____
President

Exhibit "A"

LEGAL DESCRIPTION

The north 529.85 feet of Lot 6, Tract 7670, as per map recorded in Book 114, pages 28-30, Records of Los Angeles County, excepting those portions that have been dedicated to public streets

SITE MAP

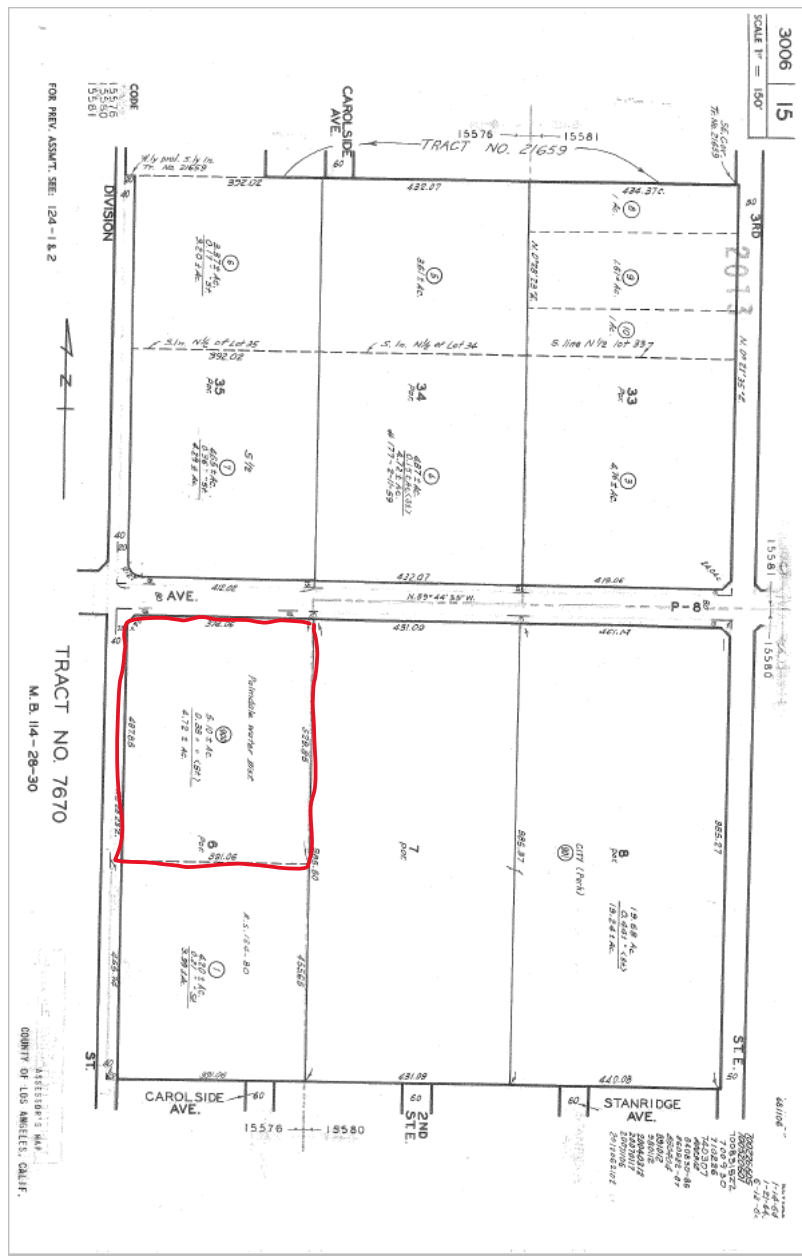


Exhibit “C”

USE OF PREMISES

League may use the Premises for organized youth baseball and softball activities.

League shall not use or permit to be used any part of the Premises for any other purposes without the written permission of the District.

League shall have access to premises without prior approval assuming this access is not restricted by prevailing city, county, or state ordinance.

League will adhere to any and all health orders and upon demand will provide district with policies and procedures being followed.

League shall have priority use of Premises. When the fields are not in use by the League, the Premises will be made available to the District.

Exhibit “D”

MAINTENANCE OF PREMISES

1. League Responsibilities:

- a. Maintain the Premises, including any improvements constructed upon the Premises, in good condition, including the irrigation system.
- b. Regular and routine mowing of all fields.
- c. Maintain all baseball/softball infields. League may use the necessary and appropriate equipment (i.e. ATV's, small utility carts) to perform the required infield maintenance. Equipment such as water trucks, tractors, loaders or dump trucks either contracted or otherwise will require District approval prior to use on the Premises. League will be responsible for the layout and marking of their respective fields. League will be required to repair or replace base pegs, pitching rubbers and home plates as needed.
- d. Provide for all maintenance and repairs to field lighting systems and scoreboard.
- e. Clean and stock the restrooms on the Premises.
- f. Consult with District on general repairs.
- g. Picking up all litter and waste disposal. The League shall maintain and clean all dugouts and seating areas, including paved surfaces, after every use.
- a. Provide for irrigation mainline and irrigation valve repairs, including the irrigation back flow device. .
- b. Provide for weed abatement, graffiti removal, turf aeration and rodent abatement on the Premises.

2. Field Conditions

- a. In the interest of player safety and to limit damage to District property, the League will prohibit member teams from practicing or playing on fields during periods of excessive rain or snow and/or when standing water is present on the fields.
- b. During isolated thunderstorms, it is ultimately the responsibility of the League to use good judgment when determining the playability of a field.

3. Locks and Storage

a. League will be issued a set of facility keys as needed. If a key is lost, the League will bear the cost of replacing the lost key and re-keying compromised areas. Keys shall be returned within thirty (30) days of the expiration of this agreement.

b. League expressly assumes all risks associated with the storage of non-District property on any site owned or maintained by the District and does hereby hold District harmless from any and all damages relating thereto, including but not limited to costs, expenses, vandalism, damage, destruction and attorney's fees. In addition the League, assumes all liabilities, including all claims, damages, personal injuries, costs, and expenses of any kind, related to or resulting from the storage of any personal property of League at any site owned or maintained by the District and agrees to indemnify and hold District harmless therefrom.

4. Concession Stand Sales & Permits

a. League shall be allowed to generate profit from sales of concessions on the Premises. Said profit shall be used for the benefit of the League and to maintain the Premises.

b. League is responsible for maintaining any and all food service permits and licenses required by federal, state, or local law. The sale of alcoholic beverages is prohibited on the Premises.

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 8, 2020 **December 14, 2020**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Scott L. Rogers, Engineering/Grant Manager
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 8.2 – CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO AMEND THE CONTRACT FOR ADDING FEASIBILITY OF GROUNDWATER AUGMENTATION TO THE SURFACE WATER AUGMENTATION FEASIBILITY STUDY WITH STANTEC CONSULTING SERVICES, INC. (\$18,235.00 – BUDGETED – ENGINEERING/ GRANT MANAGER ROGERS)***

Recommendation:

Staff recommends that the Board authorize the General Manager to amend the contract with Stantec Consulting Services, Inc. for the professional engineering services to examine the feasibility of groundwater augmentation to the feasibility study of surface water augmentation.

Alternative Options:

Do not determine the feasibility of groundwater augmentation.

Impact of Taking No Action:

Delaying project has the potential to impact the ability to meet the District's future water demands.

Background:

On July 8, 2020, the Board approved a contract with Stantec Consulting Services, Inc. to work with the District to look at the feasibility of surface water augmentation as another viable water supply option. Advanced treatment is necessary for surface water augmentation. Regulations on nutrient loading in natural waters necessitates the evaluation of advanced treatment to be implemented to meet those requirements. The feasibility study of surface augmentation provides the District the additional option for implementing a solution to the District's future water supply and expanded interest in the project by others.

During the process of evaluating the feasibility, staff discussed the possibility of moving towards groundwater augmentation to utilize recycled water more fully. Similar to surface water augmentation, advanced treatment is necessary for groundwater injection. The study will look at the feasibility of implementing groundwater injected near the Palmdale Reclamation plant for groundwater augmentation.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager

December 8, 2020

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative No. 1 – Water Resource Reliability and Strategic Initiative No. 3 – Systems Efficiency.

This item directly relates to the District’s Mission Statement.

Budget:

This item is budgeted under Budget Item No. 1-05-5070-007 – Consultants

Original Contract	\$13,015
Amendment	\$18,235
Total	\$31,250

Supporting Documents:

- Stantec Consulting Services, Inc. Scope of Work and Fee Estimate dated October 21, 2020



Stantec Consulting Services Inc.
9665 Granite Ridge Drive Suite 220, San Diego CA 92123-2636

October 21, 2020

Attention: Scott Rogers
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Reference: Amendment to Surface Water Augmentation Feasibility Study to Evaluate Groundwater Injection Alternative

Dear Mr. Rogers:

It is our understanding that, in addition to evaluating the feasibility of surface water augmentation at Palmdale Lake, the Palmdale Water District (PWD) would like to evaluate the feasibility of groundwater injection. Presented below, for your consideration is a brief additional scope of work and estimate of effort.

Scope of Work

1.0 Project Management, QA/QC

Stantec has included project management activities to verify adherence to scope of work, schedule and budget; promote efficient communication between Stantec and PWD and implement an effective quality assurance/quality control (QA/QC) program. This additional effort includes one (1) additional meeting to discuss the alternatives analysis.

2.0 Background Document Review

We have included additional hours to review background documents associated with the groundwater injection alternative. Documents shall include the Hydrogeological Evaluation, Proposed Ground-Water Recharge Project (March 2019), Analysis of Tests of Subsurface Injection, Storage, and Recovery of Freshwater in Lancaster, Antelope Valley, California (USGS Report 03-4061, 2003), Study of Potential Recharge Sites in the Antelope Valley (Stetson Engineers, Sept. 2002) and other background documents required to evaluate the feasibility of groundwater injection.

3.0 Regulatory Requirements

Stantec will review the current California Code of Regulations DPH-14-003E Groundwater Replenishment Using Recycled Water, as they pertain to PWD and summarize the requirements and necessary steps to obtain ultimate approval for groundwater injection. Stantec shall discuss regulatory requirements including travel times, dilution and response times.

4.0 Infrastructure and Brine Disposal Requirements

Stantec will evaluate one recycled water pipeline alignment and infrastructure requirements to convey recycled water to a site near the proposed injection wells north of the Palmdale Water

Reference: Amendment to Surface Water Augmentation Feasibility Study to Evaluate Groundwater Injection Alternative

Reclamation Plant. In addition, Stantec will evaluate the costs and benefits of additional recovery to reduce brine disposal and make recommendations for brine discharge. Note that Stantec will rely on current information available in existing hydrogeological reports and additional hydrogeological modeling will not be performed.

5.0 Engineer's Estimate of Probable Construction Costs

Stantec will prepare an engineer's estimate of probable construction costs. The estimate will be a Class 5 cost estimate as defined by the Association for the Advancement of Cost Engineering (AACE) which is appropriate for a feasibility level of study.

6.0 Technical Memorandum

Stantec will incorporate the feasibility of the groundwater injection alternative into the technical memorandum being developed for the surface water augmentation alternative. The technical memorandum will document and summarize items 2 through 5 above complete with relevant figures, tables and graphs.

Schedule

Upon approval, we estimate this evaluation will take us approximately 4 weeks to complete.

Level of Effort

Our additional level of effort is shown on the attached Table.

We appreciate the opportunity to submit this amendment for your consideration. Should you have any questions or concerns, please don't hesitate to contact me at the number below or on my cell phone at 949-533-7736.

Regards,

Stantec Consulting Services Inc.



Tama Snow, PE
Senior Principal Engineer
Phone: 858-633-4231
Tama.Snow@stantec.com



Stantec

Fee ESTIMATE - Groundwater Injection Feasibility Analysis

	<i>Project Manager</i>	<i>Technical Advisor</i>	<i>Groundwater Injection / Hydrogeology</i>	<i>Cost Estimating</i>	<i>Infrastructure Evaluation and Brine Disposal</i>	<i>GIS / AutoCAD</i>				
Name	Snow, Tama	Hirani, Zakir	Regan, Thomas	Loucks, James	Marcella, Kyleen	Whelan, Chisa	Project Summary			
Project Billing Rate	\$250.00	\$225.00	\$225.00	\$170.00	\$150.00	\$130.00	Total Hours	Labour	ODC's	Total
Total Hours	26	3	12	3	46	8		\$18,325.00	\$0.00	\$18,325.00
Fee	\$6,500.00	\$675.00	\$2,700.00	\$510.00	\$6,900.00	\$1,040.00	98	\$18,325.00	\$0.00	\$18,325.00

Task No.	Task Name	Estimate of Hours						Total Hours	Labour	Expense	Total
1.0	Project Management, QA/QC	6						6	\$1,500.00	\$0.00	\$1,500.00
2.0	Background	2		4		8		14	\$2,600.00	\$0.00	\$2,600.00
3.0	Regulatory Requirements			2		2		4	\$750.00	\$0.00	\$750.00
4.0	Infrastructure and Brine Disposal Requirements	4	3	6		24	8	45	\$7,665.00	\$0.00	\$7,665.00
5.0	Engineer's Estimate of Probable Construction Costs	2			3	4		9	\$1,610.00	\$0.00	\$1,610.00
6.0	Technical Memorandum	12				8		20	\$4,200.00	\$0.00	\$4,200.00

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 8, 2020 **December 14, 2020**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Adam C. Ly, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 8.3 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF CONTRACT WITH HDR ENGINEERING, INC. TO PREPARE THE DISTRICT’S HAZARD MITIGATION PLAN (\$108,288.00 – BUDGETED – ASSISTANT GENERAL MANAGER LY)***

Recommendation:

Staff recommends that the Board:

Approve the contract with HDR Engineering, Inc. (HDR) to prepare the District’s Hazard Mitigation Plan (HMP) in the amount not-to-exceed \$108,288.00.

Alternative Options:

The Board cannot approve the contract and instruct staff to complete the work.

Impact of Taking No Action:

Having staff complete the work will negatively impact other critical work areas and will delay the application of funding.

Background:

The District applied and was approved by Cal OES for a grant of \$143,230.50 to prepare a Hazard Mitigation Plan. The plan is the first step to apply for federal funding related to mitigation projects. Staff issued a Request for Proposals (RFP) on November 6, 2020, and seven firms downloaded the RFP. We received three proposals, and staff reviewed all three proposals. Staff scored the proposals as follows:

Firms	Score	Hours	Cost
HDR Engineering, Inc.	89.6%		\$119,836
Navigation Preparedness Associates	78.2%	396	\$ 54,000
Tetra Tech, Inc.	85.3%	1125	\$140,000

HDR’s proposal closely aligns with the District’s work plan and schedule.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

December 8, 2020

Based on this assessment, staff unsealed the cost proposal and negotiated with HDR. HDR has recently completed the Resilience Analysis and Assessment within the America's Water Infrastructure Act and is familiar with the District's assets. With this knowledge, we scaled back meetings and focused on plan preparation and outreach. The revised proposal is a cost of \$108,288.00, which will be covered by the grant funding.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability and Strategic Initiative No. 3 – System Efficiency.

This item directly relates to the District's Mission Statement.

Budget:

This project is under Work Order No. 20-415.

Supporting Documents:

- Contract Services Agreement by and between Palmdale Water District and HDR Engineering, Inc.
- Proposal from HDR Engineering, Inc.

CONTRACT SERVICES AGREEMENT

By and Between

PALMDALE WATER DISTRICT

and

HDR ENGINEERING, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE PALMDALE WATER DISTRICT AND
HDR ENGINEERING, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of December, 2020 by and between the Palmdale Water District, a California public agency organized and existing under the provisions of the California Water Code ("District") and HDR ENGINEERING, INC, a Nebraska corporation ("Consultant"). District and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. The District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the District to perform those services.

C. The District has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose

intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the District, its officers, employees or agents of the District, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the District hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the District of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by the District's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the District's Board of Directors. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. District may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred and Eight Thousand Two Hundred Eighty-**

Eight Dollars (\$108,288) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the District. Coordination of the performance of the work with District is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the District’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice District for any duplicate services performed by more than one person.

District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, or as provided in Section 7.3, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to District warrant run procedures, the District cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by the District, the original invoice shall be returned by District to Consultant for correction and resubmission. Review and payment by the District for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Dean K. Gipson, PE
(Name)

Associate Vice President
(Title)

Kip D. Field, PE
(Name)

Senior Vice-President
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of the District. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the District's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be **Adam C. Ly, Assistant General Manager**, or such person as may be designated by the General Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if

specified in writing by the General Manager, to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the District nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. The District shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of the District.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of District, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the District's General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a

primary and non-contributory basis for the benefit of District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's General Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers

shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to District for review.

(n) Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by District.

(p) Timely notice of claims. Consultant shall give District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims

or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the District, its officers, agents, and employees harmless therefrom;

(c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the District, its officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify District hereunder therefore, and failure of District to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of District’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from District’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder (the “books and records”),

as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to the District, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the District in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the District is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the District's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify District for all damages resulting therefrom. Moreover, Consultant with respect to any

documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the District.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the District’s General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives District notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect the District as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to District, except that where termination is due to the fault of the District, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees.

No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

No officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed,

religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer (with her/his name and District title), Palmdale Water District, 2029 East Avenue Q, Palmdale, CA 93550 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by

the District's Board of Directors. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of the District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

DISTRICT:

PALMDALE WATER DISTRICT, a California public agency

Dennis LaMoreaux, General Manager

ATTEST:

Dawn Deans, Executive Assistant

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric Dunn, General Counsel

CONSULTANT:

HDR ENGINEERING, INC, a Nebraska corporation

By: _____
Name: Dean J. Gipson, PE
Title: Associate Vice-President

By: _____
Name: Kip D. Field, PE
Title: Senior Vice-President

Address: 350 S. Grand Avenue
Suite 2900
Los Angeles, CA 90071-3406

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services to prepare and draft the District’s Hazard Mitigation Plan (“HMP”) (“Services”):

A. TASK 1 – Project Coordination and Management. Consultant shall:

- a. Prepare a monthly summary of work completed and invoices for all Services completed.
- b. Organize and conduct a kick-off meeting, up to 2 hours in duration, with the District. Consultant will draft an agenda for the meeting, prepare presentation materials and prepare minutes of the kick-off meeting.
- c. Coordinate with stakeholders, who include the District, City of Palmdale, Local Emergency Planning Committee (“LEPC”) member(s), California Governor’s Office of Emergency Services (“OES”), Federal Emergency Management Agency (“FEMA”), and members of the community.
- d. Perform quality reviews prior to each submittal to the District and will include an evaluation for compliance with the scope of work, conformance to the requirements of a hazard plan, ability to convey information appropriately, and general organization of the information being presented.

B. TASK 2 – Stakeholder Involvement. Consultant shall conduct the following two types of stakeholder meetings: (1) *HMP Planning Team Meetings*, and (2) *Public Involvement Meetings*. Consultant shall draft and prepare meeting materials, which include a sign-in sheet, agenda, and PowerPoint presentation, facilitate the meetings, and draft meeting minutes for each meeting. If the COVID-19 pandemic remains, the meetings may be conducted via video conferencing as approved by the Contract Officer.

- a. *HMP Planning Team Meetings.* Consultant shall Coordinate and facilitate five (5) monthly HMP Planning Team Meetings, excluding kick-off meeting. The HMP Planning Team will be composed of District staff. The Consultant shall draft and prepare the following items for the HMP Planning Team Meetings: progress updates; review of hazards and their extents, history and potential loss; determination of mitigation goals and objectives; and review of mitigation measures. Input from the HMP Planning Team will be used to validate and modify the likely hazards, and to brainstorm mitigation measures that will be further developed by the District staff and the Consultant.

- b. *Public Involvement Meetings.* Coordinate and facilitate three (3) public meetings to solicit public involvement to (1) obtain community input and (2) educate the public. The meeting shall include multiple open sessions for input and review, written and oral comments, media releases and specific outreach to key stakeholders. The Consultant will provide outreach language, meeting dates, plan progress, and a draft copy of the HMP to the District in order for the District to display it on its website during the development process.
 - i. Each public involvement meeting will focus on educating the public on the HMP development process and identify community concerns. The first meeting will occur after hazards have been identified and prioritized by the District and Consultant, but prior to developing mitigation measures. When a final draft HMP is drafted, the public will be invited to review and provide comments to the current draft. The second and third public involvement meetings will occur after the Draft Hazard Mitigation Plan has been drafted, to gather input and incorporate into the final Hazard Mitigation Plan.
 - ii. Consultant will gather, document and organize public comments given at the public involvement meetings. Consultant shall incorporate the comments into the final HMP as appropriate.
 - iii. Consultant will redact sensitive critical infrastructure protection information from the information prior to dissemination or presentation to the public, after approval from the Contract Officer.

C. TASK 3 – Planning. Consultant shall:

- a. *Data Collection and Organization to Integrate Other District Planning Efforts.*
 - i. Consultant shall collect and compile existing information made available by the District, such as the 2016 Water System Master Plan, recent Urban Water Management Plan, capital improvement plans, emergency operations plans, wells and pipeline Seismic Assessment Report, if available, and any other relevant documents identified by the HMP Planning Team, then organize, review, and supplement existing data gaps as reasonably feasible to develop a complete understanding of the project elements. Consultant will also review and draw from the District's Risk and Resilience Assessment Plan and the Emergency Management Plan, recently completed by the District. The Consultant will analyze the District's current documents to determine where the HMP meets

the Federal regulation described in 44 CFR §201.6 and where improvements will be recommended.

- ii. Consultant shall prepare a memorandum that summarizes the results of the data collection effort, identifies and lists the other relevant information provided as part of the HMP development, and a brief outline for completing the HMP update.

b. Hazard Identification and Risk Assessment.

- i. Consultant in conjunction with the HMP Planning Team shall identify and update natural and human-caused hazards that may affect or have historically affected the County Operational Area, which includes the District's surrounding cities, and unincorporated areas of Los Angeles and Kern County. Information sources should include current and historical data from Federal, State and local government documents. Data sources would include the State Hazard Mitigation Plan and local sources such as the Los Angeles County Hazard Mitigation Plan. The hazards identified in the Risk and Resilience Assessment will provide the starting point for hazard identification.
- ii. Consultant shall revise and/or update each hazard by identifying their key characteristics, including but not limited to, their nature, location, history, duration, extent, and the probability of occurrence.
- iii. Consultant shall use findings to identify, update and map areas at risk for potential hazardous events.

c. *Local Capabilities Assessment.* Consultant shall work with the District to identify local administrative, technical, financial, and human resources available to reduce the risk of identified hazards. The Consultant shall discuss, with the District, the prior use of these resources, if any, and effectiveness. Consultant shall prepare and draft a draft capabilities assessment for review and approval by the HMP Planning Team.

d. *Identify Assets.* Consultant shall review the inventoried and mapped list of critical facilities, infrastructure elements and relevant assets. The data will be collected from the existing HMP, Emergency Responses Plan ("ERP"), the HMP Planning Team and other sources as deemed appropriate by the Consultant. Geographic Information System ("GIS") maps will be provided. All hazard maps will be updated by the Consultant.

e. *Estimate Potential Losses.*

- i. Consultant shall work with the HMP Planning Team to identify the types and count of structures at risk including, but not limited to, critical facilities, and infrastructure located within the hazard area(s) or impacted by identified hazards.
- ii. Consultant shall estimate and update potential damages using resources and data provided by the HMP Planning Team and FEMA/State tools. Other losses based on historical data, community needs and population will be added as appropriate to the loss estimate due to a hazard occurring.
- iii. Consultant shall use data collected to prioritize and update the hazards associated with Los Angeles County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding and mitigation abilities.

D. TASK 4 – Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures.

a. Develop/Update Hazard Mitigation Goals.

- i. Consultant shall develop materials to provide stakeholder agencies, which includes but is not limited to the City of Palmdale, local fire departments, local police department and forestry agency, as take-home assignment. The take-home assignment materials should attempt to obtain mitigation goals, objectives, future mitigation measure, and other necessary information.
- ii. Using the data collected, the Consultant shall work with the HMP Planning Team to develop goals and a long-term vision to mitigate the risk to people and property within the district and enhance mitigation capabilities.
- iii. Consultant shall develop, update, evaluate and prioritize hazard mitigation measures.
- iv. Consultant shall provide the HMP Planning Team with a list of potential mitigation measures from past identified best practices and mitigation measures that are plausible and effective given the capabilities assessment and previously developed concepts. The HMP Planning Team will identify, review and evaluate the updated mitigation measures that best achieve the mitigation goals that have been developed, and finalize the mitigation measures. The cost to implement the measures, their social acceptance, environmental impact, technical feasibility, economic impact and

the legality of the mitigation must be evaluated as part of the process.

- v. The HMP Planning Team will review potential mitigation measures, modify them as needed and prepare a final approved list.
- b. *Mitigation Measurers Implementation Plan.* Using the data collected and with assistance from the HMP Planning Team, the Consultant shall develop mitigation strategies to provide the District a five year blueprint for reducing the potential losses identified during the risk assessment, based on existing policies, programs and resources, and the District's ability to expand on and improve existing strategies. The Mitigation Measurers Implementation Plan shall include:
 - i. A description of the mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards;
 - ii. A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard;
 - iii. An action plan describing how the actions will be prioritized, implemented, and administered by the District; and
 - iv. An action plan to coordinate with approving entities to gain approval of the District's HMP.

Mitigation measures from the recent Risk and Resilience Assessment will be used as the basis for the HMP mitigation measures and may include: completing studies and evaluations to find feasible mitigation measures; capital projects to implement mitigation measures; operational and maintenance efforts and/or changes; policy and procedure updates/changes; and training elements. Consultant shall coordinate with local, state and federal agencies for input and technical assistance as appropriate. Hazards identified as part of the Risk and Resilience Assessment will be incorporated into the HMP.

E. TASK 5 – Draft Hazard Mitigation Plan and Final Hazard Mitigation Plan.

- a. Consultant shall draft a preliminary draft of the HMP for review by the HMP Planning Team and participating agencies. Consultant shall document the planning process used to develop the HMP , including how it was prepared, who was involved in the process, and how the public was involved. In addition, Consultant shall document the planning process by preserving meeting materials, including sign-in sheet, agenda, and PowerPoint presentation, stakeholder and public comments, and any

outreach methods used (e-mails, surveys, social media, etc.) and incorporating them into the HMP. Consultant shall make all necessary revisions requested by the HMP Planning Team, until approved by the HMP Planning Team.

- b. Once approved by the HMP Planning Team, the 2021 HMP will be presented in public meetings and made available to the stakeholders and public for review. Consultant shall address input from the HMP Planning Team, stakeholders, and the public, and include the comments in the updated HMP.
- c. Consultant shall submit up to five copies of the revised 2021 HMP on behalf of the District to CalOES and FEMA. If comments are received from CalOES or FEMA, the Consultant will take appropriate action to address FEMA and CalOES comments, with assistance from the District staff. The revised final draft will then be resubmitted to CalOES and FEMA.
- d. The FEMA-approved draft will then be presented to the District's Board of Directors for final review and approval. Once FEMA receives proof of the District's Board approval, the plan will be final.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

- A.** Agendas and minutes for meetings/workshops (in electronic format)
- B.** Data collection and summary memorandum (in electronic format)
- C.** Draft capabilities assessment
- D.** Mitigation Measures Implementation Plan
- E.** Draft Hazard Mitigation Plan (in electronic format)
- F.** Final Hazard Mitigation Plan (in electronic format) for the District's review
- G.** Five (5) hard copies, and ten (10) editable electronic copies on a USB drive or other suitable electronic transfer method acceptable to the District, of the final FEMA and Board approved HMP

III. All work product is subject to review and acceptance by the District, and must be revised by the Consultant without additional charge to the District until found satisfactory and accepted by District.

IV. Consultant will utilize the following personnel to accomplish the Services:

- A.** Dean Gipson, PE, Project Manager
- B.** William Li, Technical Advisor and Quality Assurance
- C.** Stephanie Shamblin Gray, PE, Project Engineer
- D.** Alice Wang, EIT, Technician and Facilitator

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~)

I. Section 3.3, “Force Majeure,” is hereby amended and shall now read as follows:

“3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, ***pandemics***, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. ~~The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement.~~ In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.”

II. Section 5.2(a), “Proof of Insurance,” is hereby amended and shall now read as follows:

“(a) Proof of insurance. Consultant shall provide certificates of insurance to District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by the District’s General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the District at all times during the term of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies, at any time. ***Consultant may redact confidential information from the insurance policies.***”

III. Section 5.2(n), “Agency’s right to revise specifications,” is hereby amended and shall now read as follows:

“(n) Agency’s right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in ~~substantial~~ additional cost to the Consultant, the District and Consultant ~~may~~ **will** renegotiate Consultant’s compensation.”

IV. Section 5.2(o), “Self-insured retentions,” is hereby amended and shall now read as follows:

“(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by District. ~~District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible.~~ Self-insurance will not be considered to comply with these specifications unless approved by District.”

V. Section 5.3, “Indemnification,” is hereby amended and shall now read as follows:

“5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work ~~by, operations or activities provided herein~~ of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the District, its officers, agents, and employees harmless therefrom;

(c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the District, its officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify District hereunder therefore, and failure of District to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of District's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from District's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

VI. Section 6.3, "Ownership of Documents," is hereby amended and shall now read as follows:

"6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the District's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the

event Consultant fails to secure such assignment, Consultant shall indemnify District for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the District. *Any modification or reuse of the documents and materials by the District for purposes other than those intended by this Agreement shall be at District’s sole risk and without liability to Consultant.”*

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall perform the following tasks at the rates attached as Exhibit C-1.**
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

RATES

NO.	TASK DESCRIPTION	LEVEL OF EFFORT, HOURS					FEE, DOLLARS			
		Principal	Project Manager	Sr. Technical Expert	Staff Engineer I	Accountant	TOTAL LABOR	LABOR	SUBS	DIRECT COSTS
	Client Billing Rates	\$325	\$285	\$200	\$145	\$120				
1	Project Coordination and Management									
1.1	Project Administration, invoicing, progress reports, QC		12			24	36	6,300	1,050	126
1.2	Kick-off Meeting		4	4	4		12	2,520	0	50
1.3	Stakeholder Coordination		4	8	16		28	5,060	0	101
1.4	Project Management Plan and Development				4	4	8	1,060	0	21
	Subtotal 1 Project Coordination and Management	0	20	12	24	28	84	14,940	1,050	298
2	Stakeholder Involvement									
2.1	HMP Team Meetings (5)		10	15	20		45	8,750	1,313	175
2.2	Public Involvement Meetings (3)		12	18	24		54	10,500	2,100	210
	Subtotal 2 Stakeholder Involvement	0	22	33	44	0	99	19,250	3,413	385
3	Planning									
3.1	Data Collection/Review/TM		2	4	10		16	2,820	0	56
3.2	Hazard Identification and Risk Assessment		2	4	8		14	2,530	525	51
3.3	Local Capabilities Assessment		2	8	8		18	3,330	788	67
3.4	Asset Identification		2	4	8		14	2,530	0	51
3.5	Estimating Potential Losses		4	8	16		28	5,060	1,050	101
							90	16,270	2,363	326
4	Mitigation Goals, Objectives, Measures									
4.1	Develop Mitigation Goals		2	20	24		46	8,050	0	161
4.2	Develop Mitigation Measures Implementation Plan		2	20	24		46	8,050	525	161
	Subtotal 4 Mitigation Goals, Objectives, Measures	0	4	40	48	0	92	16,100	525	322
5	Hazard Mitigation Plan									
5.1	Prepare Draft HMP		4	32	40		76	13,340	1,050	267
5.2	Coordinate Review Comments		4	4	4		12	2,520	0	50
5.3	Prepare Final HMP		4	16	24		44	7,820	1,050	156
5.4	Coordinate Regulatory Reviews/Approvals		4	16	16		36	6,660	0	133
	Subtotal 5 Hazard Mitigation Plan	0	16	68	84	0	168	30,340	2,100	606
TOTAL, hours		0	74	181	250	28	533			
TOTAL, dollars								96,900	9,451	1,937
										108,288

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following deadlines:

	<u>Task</u>	<u>Deadline Date</u>
A.	TASK 1	December 20, 2021
B.	TASK 2	September 20, 2021
C.	TASK 3	May 31, 2021
D.	TASK 4	July 31, 2021
E.	TASK 5	October 31, 2021

II. Consultant shall deliver the following tangible work products to the District on the date established by the District during the kick-off meeting.

- A.** Agendas and minutes for meetings/workshops (in electronic format)
- B.** Data collection and summary memorandum (in electronic format)
- C.** Draft capabilities assessment
- D.** Mitigation Measures Implementation Plan
- E.** Draft Hazard Mitigation Plan (in electronic format)
- F.** Final Hazard Mitigation Plan (in electronic format) for the District’s review
- G.** Five (5) hard copies, and ten (10) editable electronic copies on a USB drive or other suitable electronic transfer method acceptable to the District, of the final FEMA and Board approved HMP

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



PALMDALE WATER DISTRICT

Proposal for a Hazard Mitigation Plan

November 6, 2020





November 6, 2020

Mr. Adam Ly
Assistant General Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

RE: Proposal for a Hazard Mitigation Plan

Dear Mr. Ly:

Hazard mitigation works to reduce loss of life and property by reducing the impact of future disasters. Through effective mitigation planning and the implementation of mitigation strategies greater risk reduction can be achieved. State, tribal, and local governments undertake hazard mitigation planning to identify risks and vulnerabilities related to natural disasters. Through planning, they develop long-term strategies for protecting people and property from future events. Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage. A FEMA-approved hazard mitigation plan is needed to receive certain types of non-emergency disaster assistance, including funding for mitigation projects.

Palmdale Water District (District) wants to prepare a Multi-jurisdictional Hazard Mitigation Plan (HMP). Recently, the HDR team assisted the District in its compliance with the America's Water Infrastructure Act, allowing us to become very familiar with your assets, hazards, mitigation measures and emergency response actions. All of these items become incorporated into an HMP. As such, the HDR Team will be able to quickly start on this project and shepherd it through the process. Our Team will be led by **Dean Gipson**, who has significant experience managing projects that interact with the public and must meet stringent regulatory requirements. He will be supported by **Stephanie Shamblyn Gray**, who provided the technical support on the District's Risk and Resilience Assessment, and **William Lim** of Claris Strategy who is trusted advisor to southern California water utilities regarding emergency management and response.

HDR has successfully executed contracts with the District in the past and look forward to doing so again on this Project. We have reviewed the District's Professional Services Agreement and insurance requirements. Our request for specific modifications to the contract is included in the proposal, as required in the RFP.

We want to work with you on this exciting project. In partnership with the District, our diverse technical team of local experts will assist you in successfully completing this project. Please contact Dean Gipson at 858.761.1073 or Dean.Gipson@hdrinc.com should you have any questions.

Sincerely,
HDR Engineering

Dean J. Gipson, PE
Associate Vice President

Kip D. Field, PE
Senior Vice President

PROFILE OF FIRM

A global architecture, engineering and construction (A/E/C) firm established in 1917, HDR is headquartered in Omaha, Nebraska, and maintains more than 225 offices throughout the U.S. and abroad. We are an employee-owned corporation with more than 10,000 employees and financially solvent. In the state of California, we have over 900+ professional staff —250 of whom specialize in water and wastewater services.

As an integrated firm, HDR provides a total spectrum of services for our clients. HDR's ability to draw upon company-wide resources is the basis of our ability to meet and exceed our clients' expectations.

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. ***However, there are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.***

HDR 2020 ENR RANKING



COMPANY INFORMATION

LEGAL NAME AND LOCAL ADDRESS

HDR Engineering, Inc.
(S Corporation)
350 S. Grand Avenue, Suite 2900
Los Angeles, CA 90071

HDR PROJECT MANAGER OFFICE LOCATION

591 Camino de la Reina, Suite 300
San Diego, CA 92108

PARENT COMPANY

HDR Inc.
1917 South 67th Street
Omaha, NE 68106

NO. OF EMPLOYEES IN SOUTHERN CALIFORNIA

374

QUALIFICATIONS OF FIRM

HDR is a well-established and highly respected firm with technical and professional expertise in a variety of areas including hazard mitigation planning. We have partnered with **Claris Strategy**, a firm we have worked seamlessly with over the past few years on similar projects, most recently on the District's recent Risk and Resilience Assessment and Emergency Response Plan.

Below we have provided project profiles that describe our Team's most relevant and successful current and past experience with regard to hazard mitigation plans.

Claris Strategy

Claris Strategy (Claris), founded in 2012, has dedicated our work to enhancing the safety and security of the nation's critical infrastructure and the communities it serves. Our clients include the nation's largest airports, power utilities, water utilities, gas utilities, cities, counties, federal agencies and transportation authorities. We have worked with government agencies including law enforcement, first responders, emergency operations staff and facilities managers across a wide-range of organizations to help them better prepare, mitigate, respond and recover from incidents and disasters. Our associates have responded to or been activated for many of major disasters locally, nationally and globally including the Woolsey Fire, the San Bernardino shootings, 9/11, Hurricane Katrina, the Indonesian tsunami and the Pakistan earthquakes.

ESTIMATED / ACTUAL COST
\$142,546 / \$142,546

ESTIMATED / ACTUAL
COMPLETION DATES: 2020 / 2020

REFERENCE CONTACT
INFORMATION

Mr. Jim Stanton

E: jstanton@palmdalewater.org

T: 661-456-1050

RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN SUPPORT - PALMDALE, CA

HDR and Claris Strategy assisted Palmdale Water District in updating its RRA and ERP. Using the seven-step J100-10 process, Claris Strategy and HDR led a series of workshops to identify each utility's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process included evaluating cyber systems and chemical storage for facility vulnerabilities. After completing of the RRA, Claris led the emergency response plan updates for these utilities. We completed the work on a tight schedule and within the assigned budget.

ESTIMATED / ACTUAL COST
\$225,000 / \$225,000

ESTIMATED / ACTUAL
COMPLETION DATES: 2020 / 2021

REFERENCE CONTACT
INFORMATION

Mr. Asif Sheikh

E: ASheikh@burbankca.gov

T: 818.238.3500

BURBANK WATER AND POWER RRA AND ERP SUPPORT - BURBANK, CA

Burbank Water and Power followed the seven-step J100-10 process to identify BWP's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also evaluated cyber systems and chemical storage. Using this information, we evaluated the consequences and risks of failure to develop mitigation measures. We recently completed updating BWP's Emergency Response Plan. At the request of BWP, we will conduct training and a tabletop exercise in early 2021. We are delivering the project with the allocated budget and we are meeting BWP's schedule.

ESTIMATED / ACTUAL COST
\$504,565 / \$504,565

ESTIMATED / ACTUAL
COMPLETION DATES: 2021 / 2021

REFERENCE CONTACT
INFORMATION

Mr. Mike Holmes

E: pwag.epc@gmail.com

T: 909.831.4868

PUBLIC WATER AGENCIES GROUP (PWAG) RRA AND ERP SUPPORT - PASADENA, CA

PWAG consists of 15 water utilities of various sizes. Using the seven-step J100-10 process, Claris Strategy and HDR led a series of workshops to identify each utility's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process included evaluating cyber systems and chemical storage for facility vulnerabilities. After completing of the RRA, Claris led the emergency response plan updates for these utilities. We are delivering the plans on schedule and within budget.

ESTIMATED / ACTUAL COST
\$1,074,861 / \$1,257,985

ESTIMATED / ACTUAL
COMPLETION DATES: 2018 / 2018

REFERENCE CONTACT INFORMATION

Sonia-Lynn Abenojar

E: Sonia-Lynn.Abenojar@kingcounty.gov

T: 206.477.4524

**KING COUNTY MASTER PLAN
FOR RESILIENCY AND
RECOVERY OF WASTEWATER
TREATMENT FACILITIES -
SEATTLE, WASHINGTON**

HDR led a natural hazards risk assessment of King County's Water Treatment Department facilities to determine system criticality and consequence-of-failure ratings for the risk assessments. The team developed more than 50 near- and long-term capital and programmatic solutions and estimated costs.

ESTIMATED / ACTUAL COST

\$185,000 / \$185,000

ESTIMATED / ACTUAL
COMPLETION DATES: Ongoing

REFERENCE CONTACT INFORMATION

Emilyn B. Zuniga, District Safety
Manager

T: (949) 453-5785

E: Zuniga@irwd.com

**RISK ASSESSMENT AND ERP
IRVINE RANCH WATER DISTRICT -
IRVINE, CA**

Irvine Ranch Water District (IRWD) selected Claris Strategy to rewrite its emergency response plan (ERP), train staff to the plan and conduct a tabletop exercise. The team performed a risk assessment of the man-made and natural hazards. Our team developed an ERP customized to IRWD's operations. The team then trained over 90 staff members and conducted a tabletop exercise.

ESTIMATED / ACTUAL COST
\$35,000 / \$35,000

ESTIMATED / ACTUAL
COMPLETION DATES: 2016 / 2016

REFERENCE CONTACT INFORMATION

Kelly Hubbard, Former Director of
Emergency Management Programs
Currently Director of the Office of
Emergency Management Santa Barbara
County

T: (805) 319-0110

E: khubbard@sbcoem.org

**MWDOC: EOC ASSESSMENT,
EOC PROGRAM AND CONCEPT
DESIGN -**

FOUNTAIN VALLEY, CALIFORNIA

The Municipal Water District of Orange County (MWDOC) hired Claris Strategy to evaluate its current Water Emergency Response Organization of Orange County (WEROC) EOC facilities for managing countywide emergency preparedness, response, and recovery efforts for 35 of Orange County's utilities. Our team assessed 3 locations using a set of evaluation criteria including hazards and risks, seismic reinforcement, space functionality, expenses and life safety/security.

PROJECT UNDERSTANDING

Palmdale Water District (District) must prepare a Multi-Jurisdictional Hazard Mitigation Plan (HMP) which includes a hazard mitigation assessment and development to meet the Federal Emergency Management Agency's guidelines. This goal is to evaluate the vulnerabilities of the District's facilities and develop a regional concept of emergency mitigation plans. This plan is for a single jurisdiction and the District would like to include City of Palmdale staff and other first responders so that the HMP includes current and accurate contact information and properly documents the interfaces with the organizations.

Because the HDR Team recently worked with the District to comply with the America's Water Infrastructure Act of 2018, we have an intimate knowledge of the District's critical assets, likely hazards, vulnerabilities and responses to different situations the District and its staff is likely to encounter. We have visited your critical assets, worked with your staff to develop mitigation measures, and updated emergency response plans that are closely related to a HMP.

2020 has been an unusual year for all our entire Water Community with the pandemic. We have learned how to work with the complexities due to the COVID-19 pandemic and are prepared to continue innovating our working relationships. Developing your HMP requires collaboration and input from a variety of stakeholders, including the public. For many years, HDR has invested in technology and tools that enables our team to work remotely providing a consistently high level of productivity and responsiveness. We will leverage our toolset of virtual collaboration platforms to effectively and seamlessly lead multi-stakeholder workshops with District staff and the community at large.

We have reviewed the draft Scope of Work (SOW) included in the Request for Proposal. We have modified the SOW and include it below for your consideration.

PROPOSED SCOPE OF WORK

HDR (CONSULTANT) shall perform the following services to prepare the Hazard Mitigation Plan (HMP) for the Palmdale Water District (DISTRICT):

Task 1: Project Coordination and Management:

CONSULTANT will:

- Conduct a kick-off meeting, up to 2 hours in duration, with the District. CONSULTANT will provide an agenda for the meeting, prepare presentation materials and prepare minutes.

- Coordinate with stakeholders who include the District, City of Palmdale, Local Emergency Planning Committee (LEPC) member(s), California Governor's Office of Emergency Services (OES), Federal Emergency Management Agency (FEMA), and members of the community.
- Prepare a monthly summary of work completed and invoices for the project.

Quality reviews will occur prior to each submittal to the DISTRICT and will include an evaluation for compliance with the scope of work, conformance to the requirements of a hazard plan, ability to convey information appropriately, and general organization of the information being presented.

Task 2: Stakeholder Involvement

A series of meetings will be conducted over the course of the project. CONSULTANT will provide meeting materials (sign-in sheet, agenda, and PowerPoint presentation), facilitator, and meeting minutes for each stakeholder meeting. Because of the pandemic, the meetings will likely be conducted via video conferencing.

HMP Planning Team Meetings

- CONSULTANT will coordinate and facilitate monthly HMP Planning Team meetings (estimated 6 meetings, excluding kick-off meeting), in person when feasible.
- The meetings will include the following items: progress updates; review of hazards and their extents, history and potential loss; determination of mitigation goals and objectives; and review of mitigation measures. Input from the HMP Planning Team will be to validate and modify the likely hazards, and to brainstorm mitigation measures that will be further developed by DISTRICT staff and the CONSULTANT.
- The HMP planning team core group will be composed of DISTRICT staff.

Public Involvement Meetings

- CONSULTANT will coordinate and facilitate three public meetings to solicit public involvement in an effort to capture community input and educate the public through a series of three meetings. This shall include multiple open sessions for input and review, written and oral comments, media releases and specific outreach to key stakeholders. The consultant will provide outreach language, meeting dates, plan progress, and a draft copy of the HMP, to display on the DISTRICT's website during the development process.
- Each Public Involvement meeting will focus on educating the public on the HMP development process and identify community concerns. The first meeting will occur after likely hazards have been identified and prioritized by the DISTRICT and CONSULTANT, but prior to developing mitigation measures. When a final draft HMP is developed, the public will be invited to review and provide comments to the

current draft. The second and third Public Involvement Meetings will occur after the DRAFT Hazard Mitigation Plan has been prepared, so as to gather input and incorporate into the final Hazard Mitigation Plan.

- CONSULTANT will gather, document and organize Public comments provided at these meetings. CONSULTANT will incorporate the comments into the final HMP as appropriate.
- For security reasons, CONSULTANT will redact sensitive critical infrastructure protection information from the information prior to dissemination or presentation to the public.

Task 3: Planning

Data Collection and Organization to Integrate Other DISTRICT Planning Efforts

- CONSULTANT will collect and compile existing information made available by the DISTRICT, such as the 2016 Water System Master Plan, recent Urban Water Management Plan, capital improvement plans, emergency operations plans, wells and pipeline Seismic Assessment Report (if available) and any other relevant documents identified by the Planning Team, then organize, review, and supplement existing data gaps as reasonably feasible to develop a complete understanding of the project elements. CONSULTANT will also review and draw from the DISTRICT's Risk and Resilience Assessment Plan and the Emergency Management Plan, recently completed by the DISTRICT. The CONSULTANT will analyze the DISTRICT's current documents to determine where the HMP meets the Federal regulation described in 44 CFR §201.6 and where improvements will be recommended.
- CONSULTANT will prepare a memorandum that summarizes the results of the data collection effort, identifies and lists the other relevant information provided as part of the HMP development, and a brief outline for completing the HMP update.

Hazard Identification and Risk Assessment

- CONSULTANT, in conjunction with the Planning Team, shall identify and update natural and human-caused hazards that may affect or have historically affected the County Operational Area. Information sources should include current and historical data from Federal, State and local government documents. Data sources would include the State Hazard Mitigation Plan and local sources such as the Los Angeles County Hazard Mitigation Plan. The hazards identified in the Risk and Resilience Assessment will provide the starting point for hazard identification.
- The CONSULTANT will revise and/or update each hazard by identifying their key characteristics, such as nature, location, history, duration, extent, and the probability of occurrence.
- Consultant shall use these findings to identify, update and map areas at risk for potential hazardous events.

Local Capabilities Assessment

The CONSULTANT shall work with the DISTRICT to identify local administrative, technical, financial, and human resources available to reduce the risk of identified hazards. The CONSULTANT shall discuss, with the DISTRICT, the prior use of these resources, if any, and effectiveness. A draft capabilities assessment will be prepared by the CONSULTANT for review and approval by the Planning Team as part of the HMP planning process.

Identify Assets

CONSULTANT shall review the inventoried and mapped list of critical facilities, infrastructure elements and relevant assets. The data will be collected from the existing HMP, ERP, the Planning Team and other sources as appropriate. Geographic Information System (GIS) maps will be provided. All hazard maps will be updated by the CONSULTANT.

Estimate Potential Losses

- CONSULTANT will work with the Planning Team to identify and update the types and count of structures at risk including, but not limited to, critical facilities, and infrastructure located within the hazard area(s) or impacted by identified hazards.
- CONSULTANT shall estimate and update potential damages using resources and data provided by the Planning Team and FEMA/State tools. Other losses based on historical data, community needs and population will be added as appropriate to the loss estimate due to a hazard occurring.
- CONSULTANT shall use data collected to prioritize and update the hazards associated with Los Angeles County. The hazards will be prioritized based on historical data, potential damage to critical infrastructure, potential loss estimates, occurrence data, probability of location, funding and mitigation abilities.

Planning Process

- CONSULTANT will document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.
- Additionally, the CONSULTANT will document the planning process by including meeting materials (sign-in sheet, agenda, and PowerPoint presentation), stakeholder and public comments, and any outreach methods used (e-mails, surveys, social media, etc.) are incorporated into the plan.

Task 4: Participating Agencies Mitigation Goals, Objectives, and Mitigation Measures

The HMP Planning Team meetings will be used as an opportunity to obtain pertinent information from each agency. The CONSULTANT will develop materials to provide each agency as take-home assignment. The take-home assignment materials should attempt to

obtain mitigation goals, objectives, future mitigation measure, and other necessary information.

Develop/Update Hazard Mitigation Goals

- Using the data collected as a guide, the CONSULTANT will work with the HMP Planning Team to develop goals and a long-term vision to mitigate the risk to people and property within the district and enhance mitigation capabilities.
- Develop, Update, Evaluate and Prioritize Hazard Mitigation Measures
- CONSULTANT will provide the HMP Planning Team with a list of potential mitigation measures from past identified best practices and mitigation measures that are plausible and effective given the capabilities assessment and previously developed concepts. The Planning Team will identify, review and evaluate the updated mitigation measures that best achieve the mitigation goals that have been developed, and finalize the mitigation measures. The cost to implement the measures, their social acceptance, environmental impact, technical feasibility, economic impact and the legality of the mitigation must be evaluated as part of the process.
- The HMP Planning Team will review potential mitigation measures, modify them as needed and prepare a final approved list.

Mitigation Measures Implementation Plan

Using the data collected and with assistance from the HMP Planning Team, the CONSULTANT will develop mitigation strategies to provide the DISTRICT a five year blueprint for reducing the potential losses identified during the risk assessment, based on existing policies, programs and resources, and the DISTRICT's ability to expand on and improve existing strategies. This task will include:

- a description of the mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards;
- a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard;
- an action plan describing how the actions will be prioritized, implemented, and administered by the DISTRICT; and
- An action plan to coordinate with approving entities to gain approval of the DISTRICT's Hazard Mitigation Plan.

Mitigation measures can include: completing studies and evaluations to find feasible mitigation measures; capital projects to implement mitigation measures; operational and maintenance efforts and/or changes; policy and procedure updates/changes; and training elements. CONSULTANT will coordinate with local, state and federal agencies for input and technical assistance as appropriate.

Task 5: Draft Hazard Mitigation Plan and Final Hazard Mitigation Plan

Draft Hazard Mitigation Plan

CONSULTANT shall provide a preliminary draft of the 2021 HMP for review by the HMP Planning Team and participating agencies. Once approved by the HMP Planning Team, the 2021 HMP will be presented in public meetings and made available to the stakeholders and public for review. CONSULTANT shall address valid input from the HMP Planning Team, stakeholders, and the public, and include in the updated HMP.

Final Hazard Mitigation Plan

The CONSULTANT will submit the revised 2021 HMP on behalf of the DISTRICT to CalOES. If comments are received from CalOES or FEMA, the CONSULTANT will take appropriate action to address FEMA and CalOES concerns. The revised final draft will then be resubmitted to CalOES and FEMA. The FEMA-approved draft will then be presented to the PWD Board of Directors for final review and approval. Once FEMA receives proof of the DISTRICT Board approval, the plan will be final.

DELIVERABLES

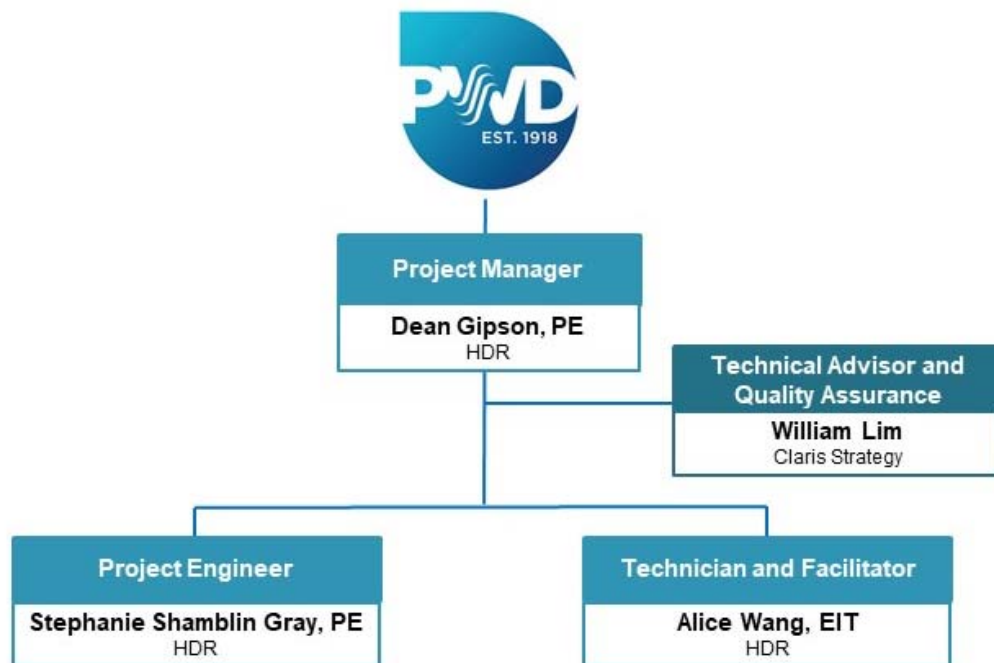
- Agendas and minutes for meetings/workshops (electronic)
- Data Collection and Summary memorandum (electronic)
- Facilitate three Public Involvement Meeting (virtually and web based), anticipated to last up to two hours each
- Facilitate six HMP Planning Team meetings (up to two hours each) s
- Draft Hazards Mitigation Plan (electronic)
- One, one-hour virtual comment resolution meeting (if needed)
- Final Hazards Mitigation Plan (electronic) for Review
- Five (5) hard copies and ten (10) editable electronic copies (USB Drive or other suitable electronic transfer method acceptable to the DISTRICT) of the final FEMA and Board approved HMP.

ASSUMPTIONS

- This project will occur over a twelve month period, anticipating that the HMP will be completed within nine months.
- Hazards identified as part of the Risk and Resilience Assessment will be incorporated into the HMP.
- DISTRICT staff will be made available to assist with collecting relevant information and documents, answering questions and liaising with FEMA and State officials.
- CONSULTANT will provide copies that are submitted to OES and FEMA.

PROJECT STAFFING AND AVAILABILITY

We offer a local Team of management and technical experts committed to the District and we are ready to start working for you today. To successfully deliver an updated Hazard Mitigation Plan for you, HDR assembled an experienced Team of risk assessment and emergency planning experts that includes Claris Strategy. Our proposed project manager, **Dean Gipson**, and his team are recognized experts. Collectively, we bring a depth of experience in the area of risk and resilience and hazard mitigation needed to help the District keep their rate payers and assets safe. Because of our recent work with you on your Risk and Resilience assessments and your Emergency Response Plan development, this Team has deep local knowledge of the hazards and challenges facing the District during disasters, a strong operational knowledge of Palmdale Water District's water system and a clear understanding of the mitigation measures that are relevant to the District.



HDR's Key Project Team Members and Availability

HDR's key project Team members are exceptionally strong and experienced in identifying and mitigating hazards and risks. Provided below is a brief discussion of HDR's key project Team member expertise, their roles for helping the District achieve compliance and their experience related specifically to this project. Each team member's availability is included. Detailed resumes are included in Appendix A.

Dean Gipson, Project Manager (HDR – San Diego)



Availability: 50%

Dean has built his career improving aging utilities, managing water supplies and achieving regulatory compliance. He is very familiar with municipal organizations and has successfully managed multiple projects simultaneously to achieve tight deadlines within budget. He maintains a keen understanding of public sector utility operations which helps him and the utilities he works with to gain the confidence of the management and rate payers. Having recently completed Palmdale Water District's risk and resilience assessments, Dean is ready to assist you and guide this team to successfully complete your Hazard Mitigation Plan.

Stephanie Shamblin Gray, Project Engineer (HDR - Irvine)



Availability: 50%

Stephanie Shamblin Gray works on water master plans, water supply assessments, environmental compliance and regulatory affairs, salt management plans, and Best Management Practices. Having worked for the Orange County Sanitation District, where she was involved with environmental and regulatory compliance, she understands municipal utilities and how to efficiently identify hazards and meet your schedule. Stephanie's recent work on the District's Risk and Resilience Assessment equips her to quickly step in and help the District with your Hazard Mitigation Plan.

Alice Wang, Technician and Facilitator (HDR - Irvine)



Availability: 50%

Alice Wang's background in water quality analysis and process design for water and wastewater treatment facilities gives her the knowledge to understand your systems and identify hazards that may impact your facilities. As part of the Risk and Resilience assessment, she visited your critical assets and she has first-hand knowledge of their key vulnerabilities. Alice is organized, detailed oriented and proficient with all MS Word applications. These skills will allow her to identify significant information we must document, and to assist with the gathering of data from District staff and the public.

William Lim, –Technical Advisor and Quality Assurance (Claris Strategy - Arcadia)



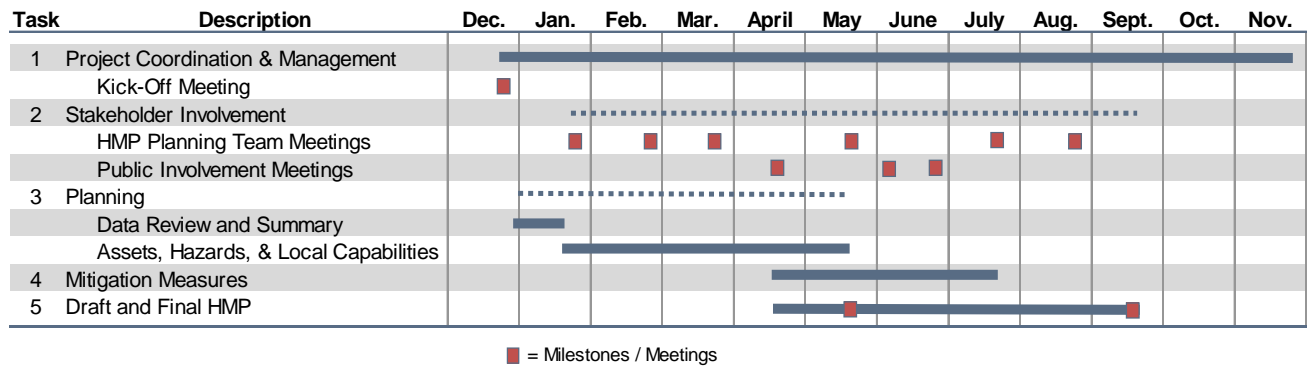
Availability: 25%

William has dedicated the majority of his 30 years in the industry to delivering and managing projects for critical infrastructure organizations. His recent work includes managing projects for Irvine Ranch Water District, Orange County Water District, Palmdale Water District, Three Valleys Municipal Water District, Burbank Water and Power, Walnut Valley Water District, El Toro Water District, Water Emergency Response Organization of Orange County, LA Metro, Southern California Edison, City of Los Angeles, Los Angeles World Airports, and the City of Los Angeles.

WORK PLAN AND SCHEDULE

Developing a Hazard Mitigation plan typically takes up to nine months to complete and receive approval from the State and FEMA. The HDR Team will lead the development, facilitation and production of the HMP. Claris Strategy will provide assistance in the development of the hazards and mitigation strategies, review public meeting presentation materials, assist with gathering and addressing public comments, and provide guidance with respect to the information derived during the development of the District's emergency response plan.

Our proposed project timeline, delineated by task, is shown below. The proposed schedule can be adjusted to meet the District's needs.



UNIQUE QUALITIES AND QUALIFICATIONS

HDR and Claris Strategy have been working in the area of risk and resilience assessments, emergency management and crisis response for decades. Our team members have worked as emergency planners and trainers for government agencies, responded to disasters and coordinated operations during emergencies. We regularly work with State and Federal agencies and we understand how to develop documents that they can quickly review and approve.

Recently our proposed team completed the District's Risk and Resilience Assessment and preparing its Emergency Response Plan. During this process we became familiar with the District's critical assets and, likely hazards. We helped you develop mitigation measures to reduce risk and also prepare response plans should the District be impacted by a specific hazard. This knowledge will reduce the time needed to become familiar with the District's facilities and information, as well as help us to immediately begin working through the steps to develop your hazard mitigation plan. Additionally, having worked with several of your HMP Planning Team, we can immediately begin collaborating on the project.

Also, our proposed team members are seasoned professionals who understand the water industry. **Dean Gipson** of HDR, our proposed Project Manager, has built his 32 year career helping public utilities improve their systems and implement innovative solutions. Drawing on his 15 years of experience working with the City of San Diego's Public Utilities Department, he developed a savvy ability to reach consensus on planning, design and construction projects. He maintains a keen understanding of public sector utility operations which helps him and the utilities he works with to gain the confidence of the management and rate payers.

William Lim of Claris Strategy has managed and coordinated critical infrastructure projects for almost thirty years. He has successfully delivered projects across a number of industries including airports, surface transportation, power utilities and water/wastewater utilities with budgets ranging from \$20,000 to \$20 million. William's recent assistance with the District's emergency response plan, his knowledge of the Los Angeles area and his relationships with local emergency planning staff throughout the region will guide our team and provide the needed oversight to stay on task.

Mr. Adam Ly
Palmdale Water District
Hazard Mitigation Proposal
November 6, 2020

REFERENCES

The District has asked for three references. Provided below is the contact information for projects presented in the Qualifications section. We can provide additional references upon request.

RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN SUPPORT

(Palmdale, CA)

Mr. Jim Stanton, Information Technology Manager, Project Manager

E: jstanton@palmdalewater.org

T: 661-456-1050

BURBANK WATER AND POWER RRA AND ERP SUPPORT

(Burbank, CA)

Mr. Asif Sheikh, Principal Civil Engineer, Project Manager

E: ASheikh@burbankca.gov

T: 818.238.3500

PUBLIC WATER AGENCIES GROUP (PWAG) RRA AND ERP SUPPORT

(Pasadena, CA)

Mr. Mike Holmes, Director

E: pwag.epc@gmail.com

T: 909.831.4868

ACCEPTANCE OF THE DISTRICT'S PROFESSIONAL SERVICES AGREEMENT

HDR has reviewed the District's standard professional services agreement and we proffer the following modifications for the District's consideration.

§	Requested Modification
1.1	Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner. The standard of care for Consultant's services shall be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality.
3.3	<u>Force Majeure.</u> The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics , quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.
5.2 (a)	<u>Proof of insurance.</u> Consultant shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the District's General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this Agreement. District reserves the right to require redacted complete, certified copies of all required insurance policies, at any time.
5.2 (n)	Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant will may renegotiate Consultant's compensation.
5.2 (o)	Self-insured retentions. Any self-insured retentions must be declared to and approved by the District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the District.

§	Requested Modification
5.3	<p><u>Indemnification.</u> To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work by, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of District’s sole negligence, active negligence, or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.</p>
6.4	<p><u>Ownership of Documents.</u> [ADD THE FOLLOWING TO THE END OF THE PARAGRAPH] Any modification or reuse of the documents and materials for purposes other than those intended by this Agreement shall be at District's sole risk and without liability to Consultant.</p>

Appendix A

Resumes



Dean Gipson, PE, JD

Project Manager

Dean has built his career finding cost effective solutions for renewing aging infrastructure. His experience in utility inspection and management, planning, design, capital improvement, and project prioritization has allowed him to help agencies to save millions of dollars by selecting appropriate capital and operational solutions. He has assisted numerous utilities with the evaluation and optimization of staff and resources to effectively respond to Environmental Protection Agency (EPA) orders to improve operations and reduce system failures. Dean knows how to work with operations staff to quickly identify problems in the system, find solutions that extend the life of assets, and work side-by-side with them to get results. Dean's relevant experience will aid you in completing your project on time and within your approved budget.

EDUCATION

Bachelor of Science,
Engineering, Colorado School
of Mines

Juris Doctor, Thomas
Jefferson School of Law

REGISTRATIONS

Professional Engineer, CA
No 49097

Juris Doctor (Attorney), CA,
US No. 220057

CERTIFICATION

AWWA Utility Risk &
Resilience Certification

RELEVANT EXPERIENCE

Burbank Water and Power (BWP), Risk & Resilience Assessment and Emergency Response Plan for Compliance with America's Water Infrastructure Act, Burbank, CA

Dean is leading the AWIA compliance process for Burbank Water and Power. Following the seven-step J100-10 process, as prepared by the American Water Works Association, HDR collaborated with BWP staff to identify BWP's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also includes evaluating cyber systems, financial systems, and chemical storage and use facilities for vulnerabilities. Using this information, we evaluated the consequences and risks of failure to be able to develop mitigation measures that BWP can plan to implement.

Public Water Agencies Group, America's Water Infrastructure Act Compliance Crosswalks, Risk and Resilience Assessments and Emergency Response Plans, Pasadena, CA The Public Water Agencies Group (PWAG) consists of 15 water utilities of various sizes, including Palmdale Water District. Dean is leading the risk and resilience assessment by following the seven-step J100-10 process to identify each utility's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also includes evaluating cyber systems, financial systems, and chemical storage and use facilities for vulnerabilities. Using this information we will evaluate the consequences and risks of failure then develop mitigation measures that the PWAG utilities can plan to implement. We have completed the RRA for the following utilities: Palmdale Water District, Walnut Valley Water District, Three Valleys Municipal Water District, Rowland Water District and Valley County Water District.

Engineering Services for a Limited Risk and Resilience Assessment (RRA) Study, Central Coast Water Authority (CCWA), Buellton, CA CCWA engaged HDR to complete a gap analysis for CCWA's ability to certify compliance with AWIA's RRA requirements. The process includes evaluating previous documentation on critical assets, threats (malevolent and natural), cyber systems, financial systems, monitoring practices, and chemical storage and use facilities. This effort will evaluate potential relevance, transferability, and compliance with prior work with AWIA requirements.

City of Hesperia, Risk and Resilience Assessment and Emergency Response Plan for Compliance with America's Water Infrastructure Act, Hesperia, CA In collaboration with Claris Strategy, HDR is leading the Risk and Resilience Assessment efforts for the City of Hesperia to assist in complying with the America's Water

Infrastructure Act of 2018. Following the seven-step J100-10 process (as prepared by the American Water Works Association) HDR is leading a series of workshops to identify the utility's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also includes evaluating cyber systems, financial systems, and chemical storage and use facilities for vulnerabilities. Using this information we will evaluate the consequences and risks of failure then develop mitigation measures that the City can plan to implement.

Metropolitan Water District of Southern California, Sepulveda Feeder PCCP

Rehabilitation, Los Angeles, CA HDR is providing engineering design services to perform preliminary design and final design for the Prestressed Concrete Cylinder Pipe (PCCP) Rehabilitation of the Sepulveda Feeder, a 40-mile pipeline in urban Los Angeles. Pipeline size ranges from 84-inches to 150-inches. Services consist of preliminary design and the preparation of design reports. Dean is assisting with the client coordination, presentations to MWD management and staff, and liaising with our technical subconsultants. The rehabilitation work includes relining and replacement of the pipeline, replacement of existing valves, flow meters, appurtenant structures and other work. Under the planned program, the PCCP portion of the Sepulveda Feeder will be restored to a "like new" condition, primarily through the insertion of tight-fitting steel liner pipe.

Confidential Client, EPA Region 9, Orange County, CA To determine options for reorganizing its water, recycled water and wastewater utilities, an Orange County, CA municipality engaged HDR to assess the value of its utility infrastructure. Dean led a team that created an asset register starting with the City's GIS database. HDR supplemented data using City records, documents, master plans, operational data, inspection data, reports, and discussions with City staff. Based on existing condition and operational data we projected a range of capital improvements required over the next ten years. HDR then developed a preliminary asset valuation using both the Original Cost Less Depreciation and Replacement Cost Less Depreciation. HDR summarized the utility assets and valuations in a confidential report that the City used to negotiate with potential partners.

City of San Diego, CA, Water and Recycled Water SCADA Master Plan The City's Water Department needed to upgrade and modernize all of its supervisory control and data acquisition (SCADA) and distributed control system (DCS) facilities. These include the nine raw water dams, three treatment plants, five recycled water pump stations, 49 pump stations, 27 distribution reservoirs and standpipes and 185 monitoring points. HDR performed a system assessment, staff interviews, and document review to develop sufficient understanding of the system in order to develop a SCADA Master Plan which will provide guidance and consistency for future SCADA-related projects.

Confidential Client, EPA Region 6 Texas A mid-sized Texan municipality negotiated the terms of a consent decree with the Environmental Protection Agency. Dean provided on-going technical support to develop technical approaches and consent decree language that is favorable to the rate payers and still reduces sanitary sewer overflows and wastewater treatment plant permit violations. Areas of support included: assessment and remediation requirements for pipelines, manholes, force mains and lift stations; sanitary sewer overflow emergency response plans for pipelines and lift stations; on-going CMOM activities; and identification of capital improvements.

City of San Diego, Wastewater Consent Decree Support, San Diego, CA As project manager and technical leader, Dean led the development, implementation, and annual reporting of several plans responding to the Environmental Protection Agency's requirements to reduce sanitary sewer overflows. Dean prepared the inspection and assessment plan for more than 3,000 miles of sewer pipes, and developed a ten-year rolling capital improvement plan. He supported plans to reduce maintenance, and evaluated alternatives for replacing sewers in canyons.



Stephanie Shamblin Gray, PE

Project Engineer

Stephanie is a Deputy Project Manager with HDR's Southern California water/wastewater group. Stephanie is currently assisting water agencies with Risk and Resiliency compliance. She has previously been involved with planning projects for water and sewer master plans; water supply assessment; environmental compliance and regulatory affairs; salt management plans; and Best Management Practices. Stephanie previously worked for the Orange County Sanitation District, where she was involved with environmental compliance and regulatory affairs, discharge elimination system compliance, and preparing operations and maintenance training manuals. She is also a contributor for the American Water Works Association's Manual 50: Water Resources Planning, 3rd Edition.

EDUCATION

Master of Science, Civil Engineering, University of CA Irvine, 2010

Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona, 2007

REGISTRATIONS

Professional Engineer, California No. 91108

CERTIFICATIONS

AWWA Utility Risk & Resiliency Certification

PROFESSIONAL MEMBERSHIPS

Santa Ana River Basin Section (SARBS), CWEA, Past- President, 2019

Water Environment Federation, CWEA, Member, 2011-Present

RELEVANT EXPERIENCE

Public Water Agencies Group, America's Water Infrastructure Act Compliance Crosswalks, Risk and Resilience Assessments and Emergency Response Plans, Pasadena, CA

The Public Water Agencies Group (PWAG) consists of 15 water utilities of various sizes. Palmdale Water District is a PWAG member. In collaboration with Claris Strategy, HDR is leading the Risk and Resiliency Assessment efforts for the 15 utilities. To determine what level of effort is required, HDR and Claris Strategy completed a gap analysis for each utility to highlight where each utility should focus its effort to comply with the Act. Following the seven-step J100-10 process (as prepared by the American Water Works Association) HDR led a series of workshops to identify each utility's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also included evaluating cyber systems, financial systems, and chemical storage and use facilities for vulnerabilities. Using this information we evaluated the consequences and risks of failure then developed mitigation measures that the PWAG utilities can plan to implement. Stephanie assisted in the gap analysis and she was the principal engineer in the risk and resiliency assessment and facilitated several of the workshops. **Role:** Project Engineer and RRA Task Lead.

Burbank Water and Power (BWP), Risk & Resilience Assessment and Emergency Response Plan, Burbank, CA

Burbank Water and Power (BWP) engaged HDR to assist BWP in complying with the America's Water Infrastructure Act of 2018. Following the seven-step J100-10 process, as prepared by the American Water Works Association, HDR led a series of workshops to identify BWP's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also included evaluating cyber systems, financial systems, and chemical storage and use facilities for vulnerabilities. Using this information, we evaluated the consequences and risks of failure then developed mitigation measures that BWP can implement. After the Risk and Resiliency Assessment is complete, we will assist BWP to update its Emergency Response Plan. For each process BWP will prepare and submit a certification letter that will be submitted to the Environmental Protection Agency. The risk and resiliency assessment was recently certified. Stephanie was the principal engineer in the risk and resiliency assessment and facilitated several of the workshops. **Role:** Project Engineer and RRA Task Lead.

Engineering Services for a Limited Risk and Resilience (RR) Assessment Study, Central Coast Water Authority, Buellton, CA

The Central Coast Water Authority (CCWA) has engaged HDR to determine the level of effort required by the CCWA to comply with AWIA requirements by completing a gap analysis for the agency. The process includes evaluating previous documentation on critical assets, threats (malevolent and natural), cyber systems, financial systems, monitoring practices, and chemical storage and use facilities. This effort will evaluate potential relevance, transferability, and compliance with prior work with AWIA requirements. Stephanie is assisting in the gap analysis and workshop. **Role:** Project Engineer and RRA Task Lead.

City of Hesperia, Risk and Resilience Assessment and Emergency Response Plan for Compliance with America's Water Infrastructure Act, Hesperia, CA

In collaboration with Claris Strategy, HDR is leading the Risk and Resilience Assessment efforts for the City of Hesperia to assist in complying with the America's Water Infrastructure Act of 2018. Following the seven-step J100-10 process (as prepared by the American Water Works Association) HDR is leading a series of workshops to identify the utility's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. The process also includes evaluating cyber systems, financial systems, and chemical storage and use facilities for vulnerabilities. Using this information we will evaluate the consequences and risks of failure then develop mitigation measures that the City can plan to implement. Stephanie is assisting in the risk and resiliency assessment and workshops. **Role:** Project Engineer and RRA Task Lead.

City of Los Angeles Bureau of Sanitation, Dominguez Channel Enhanced Watershed management Plan, Los Angeles, CA

Stephanie assisted in the development of an enhanced watershed management plan (EWMP) for the Dominguez Channel watershed for the City of Los Angeles, Port of Los Angeles, Los Angeles County, City of Inglewood, City of Hawthorne, and City of El Segundo. This plan is a requirement under the 2013 NPDES permit for storm water discharges from the County and cities within the County. The purpose of the plan is for the Cities and County to tell the Regional Water Quality Control Board, the regulatory agency enforcing the Clean Water Act, how they will meet their Total Maximum Daily Load (TMDL) obligations and how they will eliminate non-TMDL impairments in the receiving waters over the next 5, 10, 15, 20 years and beyond. Sophisticated water quality modelling is employed to estimate pollutant load reductions and receiving water effects under different Best Management Practice (BMP) implementation scenarios.

Los Angeles River & Aliso Creek Greenway Stormwater Quality Improvement Project, Reseda, CA

Stephanie led the design of the green street best management practices (BMPs) and prepared the Basis of Design Report. HDR prepared 60% design plans for a greenway trail and open space access development along the Los Angeles River in the City of Los Angeles. The design develops trail components including stormwater treatment on the existing street ends. The project will green the existing street ends so that they serve as formal trail access points for the adjacent neighborhoods and provide sustainable stormwater treatment for a portion of the stormwater that currently enters the Los Angeles River untreated.



Alice Wang, EIT

Technician and Facilitator

Alice is a Water/Wastewater EIT with background in water quality analysis and process design for water and wastewater treatment. She is organized, detail oriented, and proficient with Excel. Responsibilities regarding cost development include conducting life cycle cost analyses and preparing rehabilitation and replacement cost estimates.

EDUCATION

Master of Science,
Environmental and Water
Resources Engineering,
University of Texas at
Austin, 2017

Bachelor of Science,
Chemical Engineering,
University of Southern
California (USC), 2015

REGISTRATIONS

Engineer in Training, TX,
No. 52831

RELEVANT EXPERIENCE

Risk and Resilience Assessment and Emergency Response Plan, Palmdale Water District, Palmdale, CA. In coordination with Claris Strategy, HDR led the risk and resilience assessment for the District, allowing the District to certify compliance on time. Alice assisted with the critical asset determination and evaluation. She also participated in the risk analysis and mitigation measures development, providing her ample knowledge and background to apply to your Hazard Mitigation Plan.

Risk and Resilience Assessment and Emergency Response Plan for Compliance with America's Water Infrastructure Act, Burbank Water and Power (BWP), Burbank, CA. HDR led the AWIA compliance process for Burbank Water and Power. Following the seven-step J100-10 process, as prepared by the American Water Works Association, HDR collaborated with BWP staff to identify BWP's critical assets, and determine their vulnerability to likely threats from both malevolent acts and natural hazards. Alice assisted with the data collection and organization to be able to enter data into the Excel based risk and resilience tool to prioritize mitigation measures and calculate estimated costs for each.

Irvine Ranch Water District, Sewage Treatment Master Plan, Irvine, CA. HDR assisted with preparation of master plan, which characterized historical sewage, determined future sewage conveyance requirements and treatment processes, and identified ways of managing sewage collection and treatment systems in the most cost-effective manner while balancing the projected sewage flows and demands at the 28 mgd Michelson Water Recycling Plant (MWRP) and 7.8 mgd Los Alisos Water Recycling Plant (LAWRP). The master plan identified capital improvement projects necessary to implement the recommendations. Alice developed 100-year life cycle cost analyses for MWRP and LAWRP phased construction alternatives utilizing CostSpace, HDR's planning level parametric cost estimating tool. Arranged capital and annual O&M results from CostSpace into Excel spreadsheet to compare alternatives based on present value.

City of San Buenaventura, Ventura Aeration Blower Project San Buenaventura, CA. HDR prepared a pre-design report (PDR) to evaluate the feasibility of installing new blowers in either the existing building or a new building. HDR reviewed the existing facilities, design reports, and record drawings to provide recommendations. Plans and specifications will be prepared for public bidding upon approval of the PDR. Alice developed a 20-year life cycle cost estimate for three blower manufacturers to determine the most cost-effective technology for installation.

Goleta Water District, Corona Del Mar Water Treatment Plant Asset Inventory Goleta, CA. Alice performed a preliminary desktop rapid condition assessment for the Corona Del Mar Water Treatment Plant. As part of the project she collected rehabilitation and replacement (R&R) cost estimates from HDR's R&R 20 Year Forecast Tool Table and from vendors for critical assets at Corona Del Mar Water Treatment Plant. Organized analysis on Capital Improvement Projects in 5-year planning cycles based upon remaining useful life.



EDUCATION

Master of Business Administration, Dean's List, Anderson School of Business, UCLA

Master of Architecture, University of Washington

Bachelor of Applied Science (Civil Engineering), University of British Columbia

CERTIFICATIONS

AWWA Utility Risk and Resilience Certification ✓

Incident Command System, ICS 100, 200, 700, 701, 702, 703, 775

City of Los Angeles EOC Training 101, 201, 301

Crime Prevention Through Environmental Design (CPTED)

Certification of Business Continuity Planning, DRII (CBCP)

William Lim

Technical Advisor and Quality Assurance

As the founder of Claris Strategy, William brings a unique blend of talents and experience as a project manager, emergency planner and operations expert. Prior to forming Claris Strategy in 2012, William's seventeen-year career at Gensler, an international design firm, garnered him a broad and deep experience in areas including transportation operations, emergency operations and critical infrastructure assessments.

William has successfully managed and delivered emergency planning projects of similar scope and complexity. William has dedicated the majority of his 30 years in the industry to delivering and managing projects for critical infrastructure organizations. His work includes most recently managing projects for Municipal Water District of Orange County/Water Response Organization of Orange County, Irvine Ranch Water District, Orange County Water District, LA Metro, Orange County Transportation Authority, Los Angeles World Airports, Denver International Airport, the Transportation Research Board, Federal Aviation Administration, Southern California Edison, San Diego Gas and Electric, the City of Los Angeles and the County of Los Angeles. He has managed projects with budgets up to \$20 million and was a key member of the leadership team with project budgets of \$1 billion.

William is a charter member of the Southern California Critical Lifelines working group, a consortium of over 40 critical infrastructure public and private organizations working to increase communication and coordination during major disasters. He also currently serves on the Board of Directors for the Los Angeles Emergency Preparedness Foundation, assisting the City of Los Angeles' Emergency Management Department to integrate businesses, non-profits, faith-based organizations, and NGOs into the process of preparing for disasters.

BENEFIT TO THE PROJECT

- Currently managing multiple AWIA compliance projects with cities and water districts in Southern California
- Very knowledgeable of water operations and man-made and natural hazards in Los Angeles County. Currently working with Irvine Ranch Water District, Orange County Water District and El Toro Water District on updating their emergency response plans.
- Nearly three decades dedicated to the planning and design of critical infrastructure across the United States.
- Extensive experience of managing projects with multiple stakeholders, critical infrastructure organizations and resource agencies.
- Proven track record of successfully managing and delivering large-scale multidisciplinary security and emergency planning projects in Southern California on behalf of local cities, counties, special districts and federal agencies.

RELEVANT EXPERIENCE

Southern California Water District Emergency Response Plan Projects.

William is leading teams working with Irvine Ranch Water District, Orange County Water District and El Toro Water District in updating their emergency response plans, providing training to their staff and conducting exercises to practice on the plan. The emergency response plans utilize the fundamentals of the Incident Command System, the National Incident Management System, and California's Standardized Emergency System as their foundation. As well, we draw from the deep and broad experiences of project team members' experiences in responding to local, national and global disasters.

LACMTA Security Assessments, Los Angeles, CA.

William recently led multidisciplinary teams in successfully completing threat and vulnerability assessments for Los Angeles County Metropolitan Transportation Authority (LA Metro). On one project, the team conducted vulnerability assessments on eighteen bus and rail operating divisions over a six month period. The team performed a site assessment identifying vulnerabilities in security; assessed the threats, including multiple types of terrorist attack, criminal behavior and the homeless issue;

interviewed over 80 stakeholders; developed a risk profile; made recommendations in a final report; and presented to LA Metro senior executives and security staff. A second project, the team completed a threat and vulnerability assessment of the iconic Union Station, the rail yards, the Metro Rail stations and the LA Metro 25-story headquarters building. Both projects were delivered on time and on budget and to the complete satisfaction of the LA Metro client. The total fee for the projects was \$1 million.

LAX Airport Response Coordination (ARCC) and Department Operations Center (DOC), Los Angeles, CA.

Los Angeles World Airports engaged William and his consultant team to assist in developing ways to improve emergency/security operations and normal operations at LAX. The team's responsibility included developing a CONOPS for the ARCC and DOC, defining the organization and staffing of the two operations centers, developing preliminary procedures, defining space and technology requirements, designing the facility and managing construction. The result, a new Airport Response and Coordination Center and Department Operations Center was opened in January 2011

incorporating Airport Police, TSA, Airport Operations, Emergency Operations, Customer Services and Maintenance. These operations centers have redefined the way LAX operates on a day-to-day basis in responding to incidents and during emergencies. As events happen, departments and outside agencies in their response, communicate better, are more tightly coordinated, and collaborate closer. Other airports around the country are using this as a new operating model. The fee for the consulting part of the budget was \$1 million. The construction budget was \$20 million.

MWDOC/WEROC

EOC Assessment; EOC Space Program and Concept Design

Irvine Ranch Water District

Emergency Operations Plan, Training and Exercise

Orange County Water District

Emergency Response Plan, Training and Exercise

El Toro Water District

Emergency Response Plan, Training and Exercise

Southern California Edison

Business Resiliency Strategy; Emergency Concept of Operations; Emergency Operations Center Design

P A L M D A L E W A T E R D I S T R I C T
B O A R D M E M O R A N D U M

DATE: December 9, 2020 **December 14, 2020**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 8.4 – SUPPORT OF THE RECRUITMENT
PROCESS FOR PUBLIC MEMBER OF THE PALMDALE RECYCLED
WATER AUTHORITY. (NO BUDGET IMPACT – GENERAL MANAGER
LaMOREAUX)***

Recommendation:

This item is presented for discussion of the recruitment process for the Public Member of the Palmdale Recycled Water Authority (PRWA).

Background:

The Palmdale Recycled Water Authority was formed by the Palmdale Water District and the City of Palmdale via the "Joint Exercise of Powers Agreement Creating the Palmdale Recycled Water Authority" in September 2012. That Agreement provides for the joint appointment by those two entities of a fifth Director (Public Member) in addition to two Directors from each of their respective Boards. All Authority Directors are appointed to serve one-year terms that may be renewed annually.

Helen Velador is not seeking reappointment as the Public Member of the Palmdale Recycled Water Authority Board of Directors. As a result, PRWA staff have begun the recruitment process for the Public Member Board position. This includes advertising for the position, review of the applications received and recommendation of an applicant by the Palmdale Recycled Water Authority Board, and approval of the recommended applicant by the Palmdale City Council and the Palmdale Water District's Board of Directors.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District's Mission Statement.

Budget:

This item will not affect the budget.

Supporting Documents:

- Memo from City of Palmdale regarding PRWA Public Member Advertisement, AV Press advertisement, Public Member duties and responsibilities, PRWA boundary map, and Public Member application

CITY OF PALMDALE
OFFICE OF THE
CITY CLERK

M E M O R A N D U M

TO: Palmdale Mayor and City Council
Palmdale Water District Board

FROM: Shanae S. Smith, City Clerk/Authority Secretary

SUBJECT: Palmdale Recycled Water Authority Public Member Advertisement

DATE: December 8, 2020

Starting Thursday, December 10th through Tuesday, December 22nd, one (1) Public Member position will be advertised for the Palmdale Recycled Water Authority Board ("PRWA"). The term for the vacant position is a one-year renewable term, which will expire in January 2022.

Attached are the following items: The advertisement placed in the AV Press, a description of the position and related duties and responsibilities, PRWA boundary map and application. These items are also available on the City's website at <http://www.cityofpalmdale.org/Your-City-Hall/Boards-and-Commissions/PRWA>, as well as the Office of the City Clerk.

The deadline for application submittals is Tuesday, December 22, 2020 at 6:00 p.m. Completed applications will be accepted via fax, email, online, and U.S. Postal Service to the Office of the City Clerk, as well as hand delivery by appointment. Please feel free to contact me should you need additional information.

Attachment(s)

cc: J.J. Murphy, Palmdale City Manager
Christopher L. Beck, Palmdale City Attorney
Eric Dunn, Palmdale Water District Attorney
Dennis LaMoreaux, PRWA Executive Director
Chuck Heffernan, PRWA Assistant Executive Director

PALMDALE RECYCLED WATER AUTHORITY (PRWA)

PUBLIC MEMBER (1 Position)

Part Time

The City of Palmdale and the Palmdale Water District are accepting Applications for one (1) Palmdale Recycled Water Authority Public Member position for a one-year renewable term to expire in January of 2022.

Applicant must reside in the boundaries of the Palmdale Recycled Water Authority; demonstrate an interest in the use of recycled water; have the ability and willingness to attend regular meetings of the Board which typically meets the third Monday of each month at 6:00 p.m. in Palmdale City Council Chamber. The Public Member shall receive \$150.00 per meeting attended and reimbursement for training expenses.

As part of the final selection process, applicants will be required to pass a Livescan fingerprint scan submission via the California Department of Justice, and if appointed, a Statement of Economic Interests, Form 700 will be required.

A description of the duties and responsibilities; the Palmdale Recycled Water Authority map boundaries; and the Application are available at www.cityofpalmdale.org or in the Palmdale City Clerk's Office. Applicants are encouraged to attach a resume.

Completed applications may be mailed (postmarked by the deadline), faxed to 661-267-5193, submitted online, e-mailed to cityclerkdepartment@cityofpalmdale.org, or delivered to the City Clerk's office at 38300 Sierra Hwy., Suite, C, Palmdale, CA by the deadline date of Tuesday, December 22, 2020, 6:00 p.m. As a result of COVID-19 virus, and orders from the President of the United States, the Governor of the State of California, the L.A. County Department of Public Health, and the Centers for Disease Control and Prevention, city offices are open by appointment only. If you wish to drop off your application, you must contact our office and make an appointment prior to the deadline to do so.

For more information, please contact the City Clerk's office at 661-267-5151.



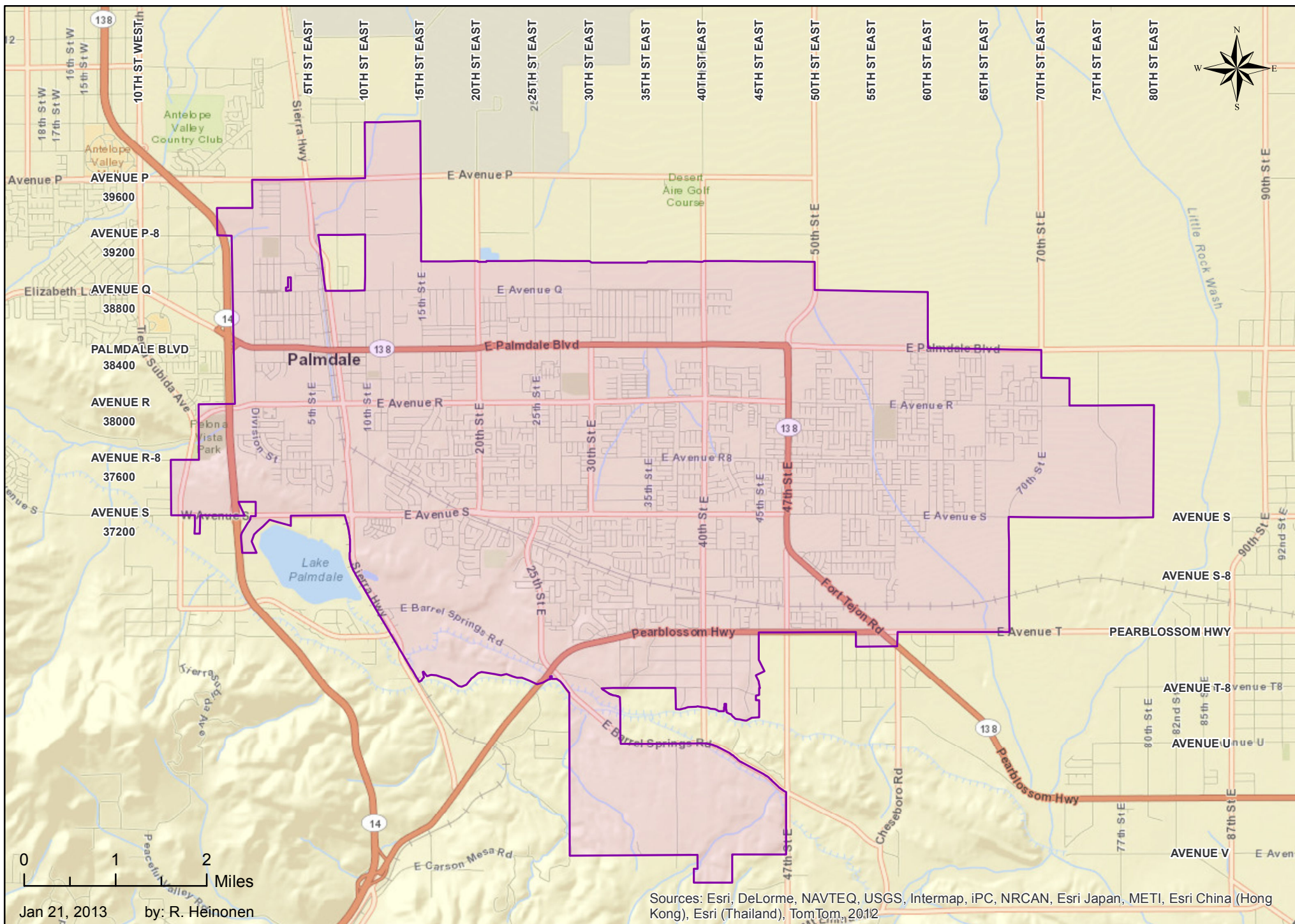
**Palmdale Recycled Water Authority (PRWA)
Public Member
Duties and Responsibilities**

The Palmdale Recycled Water Authority (PRWA) was created through a Joint Exercise of Powers Agreement between the City of Palmdale and the Palmdale Water District (PWD) to jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities, and irrigation systems.

The PRWA is governed by a Board of Directors consisting of two members appointed by the City of Palmdale, two members appointed by the Palmdale Water District, and one public member jointly appointed by both the City and PWD. The PRWA Board shall conduct or authorize to be conducted all business activities of the PRWA consistent with the agreement, the Authority documents, and the operating rules and regulations and applicable law.

The Public Member must reside within the boundaries of the Palmdale Recycled Water Authority. The position has a one-year renewable term. The Applicant should demonstrate an interest in the use of recycled water and have the ability and willingness to attend Regular meetings of the PRWA which typically occur the third Monday of each month at 6:00 p.m. in the Palmdale City Council Chambers located at 38300 Sierra Highway, Suite B, Palmdale, CA. Meetings of the PRWA are governed by the Ralph M. Brown Act (Government Code Section 54950).

The Public Member receives compensation of \$150 per meeting attended and reimbursement for training expenses.



PALMDALE RECYCLED WATER AUTHORITY BOUNDARY



**Palmdale Recycled Water Authority (PRWA)
Public Member Application**

Please Print or Type:

Name: _____

Address: _____

City: _____ Zip Code: _____ Home Phone: _____

Occupation: _____ Bus. Phone: _____

Why are you interested in this position?

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.

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

What do you hope to accomplish as a Palmdale Recycled Water Authority Member?

In your opinion, what is the goal of the Palmdale Recycled Water Authority and what benefit does it provide to the citizens of Palmdale?

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

REASONABLE ACCOMMODATIONS: Based on your understanding of this PRWA position, will you require any special accommodations to apply and/or participate as a member? ☐ Yes ☐ No

If yes, what reasonable accommodations would be necessary to assist you in this area?

In Case of Emergency:

Whom should we notify?

Name	Relationship to Applicant
------	---------------------------

Home Phone: _____ 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.)

Agreement

The City of Palmdale and Palmdale Water District are equal opportunity employers and do 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 Palmdale City Clerk's Office at 661/267-5151.

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types

of work 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 this position.

I hereby agree to the Agreement set forth on this ____ day of _____, 20____.

Signature:

If you wish, you may attach a copy of your resume to this application.

Please return the completed application to the Office of the City Clerk, City of Palmdale, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call the City Clerk's office at (661) 267-5151.

MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, OCTOBER 22, 2020:

A meeting of the Finance Committee of the Palmdale Water District was held Thursday, October 22, 2020, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office and via teleconference. Chair Dizmang called the meeting to order at 1:00 p.m.

1) Roll Call.

Attendance:

Committee:

Gloria Dizmang, Chair (via teleconf.)

Don Wilson, Committee Member

Others Present:

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Mike Williams, Finance Manager

Judy Shay, Public Affairs Director (via teleconf.)

Dennis Hoffmeyer, Accounting Spvsr. (via teleconf.)

Bob Egan, Financial Advisor (via teleconf.)

Dawn Deans, Executive Assistant (via teleconf.)

0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Wilson, seconded by Chair Dizmang, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held September 24, 2020.

It was moved by Committee Member Wilson, seconded by Chair Dizmang, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Finance Committee meeting held September 24, 2020.

4.2) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of September 2020. (Financial Advisor Egan)

Financial Advisor Egan provided an overview of the September 2020 Major Account Activity Report and Investment Funds Report, including the scheduled decrease in cash due to bond principal and interest payments; the quarterly Major Account Activity Report, including capital improvement funds received; and the Cash Flow Statement, including anticipated expenses, 2020 carryover items, anticipated Capital Improvement Funds, and the projected year-end balance.

4.3) Discussion and Overview of Financial Statements, Revenue, and Expense and Departmental Budget Reports for September 2020. (Finance Manager Williams)

Finance Manager Williams reviewed in detail the balance sheet, profit and loss statement and trends, and revenue and expense analysis reports for the period ending September 2020 and stated that most departments are operating at or below the targeted expenditure percentage of 75% with the exception of Facilities due to personnel cost overruns and electricity costs for wells and boosters, Operations due to miscoding of invoices, which is being corrected, and Customer Care due to under-budgeting for health insurance costs.

4.4) Discussion and Overview of Committed Contracts Issued. (Finance Manager Williams)

Finance Manager Williams provided an overview of the Contractual Commitments and Needs Report for new and replacement capital projects, consulting and engineering support projects, new and replacement equipment, water quality fee funded projects, committed and projected capital expenditures, and the payout summary for the Water Revenue Bond Series 2018A through September 2020.

5) Reports.

5.1) Finance Manager Williams:

a) Effect of COVID-19 Event.

Finance Manager Williams stated that due to COVID-19 events, as of September 30, there were 1,119 single family accounts with a balance of \$50 or more and over sixty days past due with a total past due amount of \$475,744, compared to 653 accounts at June 30 with an outstanding balance of \$220,780, and that cash received for September 2020 was

\$300,714, or 12.2% higher than August 2020, 16.49% higher than July 2020, and 12.22% higher than September 2019 followed by discussion of the effect of delinquencies on the District's recent bond rating, liens placed on delinquent accounts, and special payment arrangements for delinquent accounts.

b) Revenue Projections.

He then stated that revenue is ahead of projections by approximately \$965,000.00.

c) Payment Transactions by Type.

He then stated that the third quarter shows a reduction in payments but a huge increase in electronic payments.

d) Accounts Receivable Aging Report.

He then stated that as of September 30, 2020, receivables are \$562,000 higher than 2019 reflective of higher water sales with an increase of 60-day delinquencies from 2019 to 2020.

e) Rate Assistance Program Status.

He then stated that as of September 30, 2020, there were 754 participants in the Rate Assistance Program with 405 seniors, nine veterans, and 340 low income.

f) Billing and Collection Statistics.

He then stated that as of August 31, 2020, there was a slight increase in bills issued, a slight decrease in notices mailed compared to August 2019, and no comparisons for shut-off notices and disconnections as of February 2020.

g) Status on Refunding 2020A Series Taxable Water Revenue Bonds.

He then stated that regarding the 2020A Series Taxable Water Revenue Bonds, a successful sale was held refunding a total amount of \$14.555 million with a savings of 6.3% and an annual interest savings of \$67,000 followed by discussion of confidence in the District's bond team.

5.2) Status on 2021 Annual Budget. (Finance Manager Williams)

Finance Manager Williams provided an overview of the 2021 Budget, including anticipated water sales, anticipated operating revenue and expense, personnel expenses, departmental operating expenses, bad debts, and projected cash flow and stated that staff anticipates presenting a final 2021 Budget to the Committee at the next meeting and presentation to the full Board at the second Regular Board Meeting in November.

Financial Advisor Egan then stressed the importance of maintaining at least a \$10 million year-end budget, which will assist the District in obtaining future bonds.

5.3) Financial Advisor Egan:

a) Debt Service Coverage Status.

Financial Advisor Egan stated that the Debt Service Coverage for the period of October 2019 through September 2020 is 1.76.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

7) Date of Next Committee Meeting.

It was determined that the next Finance Committee meeting will be held November 19, 2020 at 1:00 p.m.

8) Adjournment.

There being no further business to come before the Finance Committee, the meeting was adjourned at 1:47 p.m.


Chair