



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

May 18, 2022

AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE OR VIA TELECONFERENCE

FOR THE PUBLIC: VIA TELECONFERENCE ONLY

DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 952-392-704#

Submit Public Comments at: <https://www.gomeet.com/952-392-704>

MONDAY, MAY 23, 2022

6:00 p.m.

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys

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) Roll Call.
- 3) Adoption of Agenda.



- 4) Public comments for non-agenda items.
- 5) Presentations:
 - 5.1) Presentation of Hauled Water Grant Funding from State Water Resources Control Board for providing potable water to residents at Alpine Springs Mobile Home Park. (\$256,250.00 – Revenue – Assistant General Manager Ly/Maria Kennedy, Kennedy Communications)
- 6) 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.)
 - 6.1) Approval of minutes of Regular Board Meeting held May 9, 2022.
 - 6.2) Payment of bills for May 23, 2022.
 - 6.3) Approval of Resolution No. 22-13 being a Resolution of the Board of Directors of the Palmdale Water District Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by the Governor Issued March 4, 2020, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Palmdale Water District for the Period Beginning June 1, 2022 and Ending June 30, 2022 Pursuant to Brown Act Provisions. (No Budget Impact – Assistant General Manager Ly)
- 7) 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.)
 - 7.1) Consideration and possible action on approval of an Agreement with Woodard & Curran to update the Strategic Water Resources Plan. (\$649,759.00 not-to-exceed– Budgeted – Work Order No. 22-400 – Assistant General Manager Ly)
 - 7.2) Consideration and possible action on Resolution No. 22-14 being a Resolution of the Board of Directors of the Palmdale Water District Authorizing the Purchase of Tax Defaulted Properties APN 3053-011-006 and APN 3022-004-026. (\$86,274.36 – Budgeted 2023 – Budget Item No. 1-02-5070-006 – Engineering Manager Rogers)
 - 7.3) Consideration and possible action on Resolution No. 22-15 being a Resolution of the Board of Directors of the Palmdale Water District Authorizing the Purchase of Tax Defaulted Properties APN 3054-024-066, APN 3054-023-041, and APN 3053-031-011. (\$187,779.93 – Budgeted 2023 – Budget Item No. 1-02-5070-006– Engineering Manager Rogers)
 - 7.4) 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 2022 Budget:
 - a) None at this time.

- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency (AVEK) – May 10. (Director Dino/Director Mac Laren-Gomez, Alt.)
 - 2) California Special Districts Association (CSDA) Chapter Meeting– May 12. (Director Dino, Chapter Chair/President Dizmang)
 - 3) Palmdale Fin & Feather Club – May 14. (President Dizmang/Director Wilson, Alt.)
 - 4) Air Force Plant 42 Environmental Restoration Advisory Board (ERAB) – May 18. (Director Wilson/Director Dino, Alt.)
 - b) General Meetings Reports of Directors.
 - 8.2) Report of General Manager.
 - 8.3) Report of General Counsel.
- 9) Board members' requests for future agenda items.
- 10) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: May 17, 2022 **May 23, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Adam Ly, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.3 – APPROVAL OF RESOLUTION NO. 22-13 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE PALMDALE WATER DISTRICT FOR THE PERIOD BEGINNING JUNE 1, 2022 AND ENDING JUNE 30, 2022 PURSUANT TO BROWN ACT PROVISIONS. (NO BUDGET IMPACT – ASSISTANT GENERAL MANAGER LY)***

Recommendation:

Staff recommends the Board approve Resolution No. 22-13 being a Resolution of the Board of Directors of the Palmdale Water District Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by the Governor Issued March 4, 2020, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Palmdale Water District for the Period Beginning June 1, 2022 and Ending June 30, 2022 Pursuant to Brown Act Provisions.

Alternative Options:

The Board can choose not to approve Resolution No. 22-13.

Impact of Taking No Action:

Teleconference options for the District’s publicly noticed meetings will end.

Background:

With the issuance of the Governor’s State of Emergency Executive Order due to the COVID-19 pandemic, the Brown Act was modified regarding agenda postings, Board member attendance from remote locations via teleconference, public attendance, and participation at publicly noticed meetings via teleconference. These modifications were rescinded by the Governor effective September 30, 2021; however, agencies and special districts have the option to continue remote teleconferencing options under the provisions of newly enacted AB 361. AB 361 provides agencies the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements beyond September 30, 2021.

May 17, 2022

The criteria to rely on the provisions of AB 361 are as follows:

- 1) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or
- 2) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- 3) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Resolution No. 22-13 addresses these criteria and will remain in effect for a period of 30 days. If the District wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, Resolution No. 22-13 must be renewed.

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:

There is no budget impact.

Supporting Documents:

- Resolution No. 22-13 being a Resolution of the Board of Directors of the Palmdale Water District Proclaiming a Local Emergency Persists, Ratifying the Proclamation of a State of Emergency by the Governor Issued March 4, 2020, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Palmdale Water District for the Period Beginning June 1, 2022 and Ending June 30, 2022 Pursuant to Brown Act Provisions

RESOLUTION NO. 22-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE PALMDALE WATER DISTRICT FOR THE PERIOD BEGINNING JUNE 1, 2022 AND ENDING JUNE 30, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Palmdale Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Palmdale Water District's ("District") legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency has been proclaimed by the Governor of the State of California on March 4, 2020 in response to the global outbreak of the novel Coronavirus disease ("COVID-19"); and

WHEREAS, meeting in person would present an imminent risk to the health and safety of attendees due to the continued impact of the COVID-19 pandemic; and

WHEREAS, the Board of Directors does hereby find that a State of Emergency has been proclaimed as a result of the threat of COVID-19 and the contagious nature of COVID-19 have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Palmdale Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Palmdale Water District offers the option of teleconferencing to ensure access for the public to attend meetings.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risks to the health and safety of attendees due to the serious and contagious nature of COVID-19.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff, General Manager, and legislative bodies of the Palmdale Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on June 1, 2022 and shall be effective until the earlier of (i) June 30, 2022, which is 30 days from the adoption of this Resolution, or (ii) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Palmdale Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 23rd day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President, Board of Directors

ATTEST:

Secretary, Board of Directors

APPROVED AS TO FORM:

Aleshire & Wynder, LLP, General Counsel

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: May 17, 2022 **May 23, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Adam Ly, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF AN AGREEMENT WITH WOODARD & CURRAN TO UPDATE THE STRATEGIC WATER RESOURCES PLAN. (\$649,759.00 NOT-TO-EXCEED – BUDGETED – WORK ORDER NO. 22-400 – ASSISTANT GENERAL MANAGER LY)***

Recommendation:

Staff recommends the Board approve the agreement with Woodard & Curran to update the Strategic Water Resources Plan in the amount not-to-exceed \$649,759.00.

Alternative Options:

The Board of Directors may decline the project.

Impact of Taking No Action:

The Strategic Water Resources Plan will not be updated, and the Water Supply Fee will remain constant.

Background:

The District completed its Strategic Water Resources Plan in 2010 and approved the Final Program Environmental Impact Report in 2011. We have been using the information within the report to calculate the Water Supply Fee to assess new development. During this time, the District shifted its focus on the use of recycled water and now are working on advanced treatment for injection. In addition, the water supplies are becoming more volatile from the State Water Project. We want to update the Strategic Water Resources Plan to reflect these changes.

A Request for Proposals (RFP) was posted on ProcureNow on February 16, 2022. The due date was extended for three weeks to April 4, 2022. More than ten consultants downloaded the RFP, but only one agency submitted a proposal. Staff reviewed the proposal and had a discussion with Woodard & Curran about their scope of work and fees. Woodard & Curran was the author of the 2010 Strategic Water Resources Plan and is familiar with the projects and water supply situation within the Antelope Valley.

Attached is Woodard & Curran's revised proposal dated May 9, 2022. The proposal includes demands & supplies modeling, project recommendations, and Program Environmental Impact Report development. District legal counsel has reviewed the professional agreement.

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

May 23, 2022

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability, Strategic Initiative No. 3 – System Efficiency, and Strategic Initiative No. 5 – Regional Leadership.

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

Budget:

Budget Item – Work Order No. 22-400 for \$649,759.00.

Supporting Documents:

- Woodard & Curran Proposal
- Professional Agreement

Via Electronic Mail

May 9, 2022



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

Re: 2022 Strategic Water Resource Plan Updates

Dear Mr. Ly,

Woodard & Curran is pleased to present our revised proposal for the Palmdale Water District's (District) 2022 Strategic Water Resource Plan (SWRP) Updates. The District is embarking on a planning process that will update your future integrated resources strategy while also taking critical steps toward implementation of that strategy by conducting financial analyses in support of future rates and completing a Program Environmental Impact Report (PEIR).

Per our discussion on April 28, 2022, we have made the following adjustments to our proposal:

- Reduced the schedule from 26 months to 24 months
- Reduced the number of options to be explored by removing scope for preparing options related to water use efficiency and reduced the fee accordingly
- Reduced the number of alternatives to be prepared and analyzed and reduced the fee accordingly
- Changed Task 8 – Stakeholder/Public Engagement to be included as part of the scope and fee (was previously optional)

We thank you for the opportunity to submit our statement of qualifications and look forward to working with you on this exciting project.

Sincerely,

A handwritten signature in blue ink that reads "Persephene St Charles".

Persephene St Charles
Senior Vice President
(213) 223-9466
pstcharles@woodardcurran.com

A handwritten signature in blue ink that reads "Brian Van Lienden".

Brian Van Lienden
Deputy Project Manager
(916) 999-8777
bvanlienden@woodardcurran.com

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Task 1 - Demand Analysis and Forecasts

1.1 - Assess Available Data

Consultant will gather consumption data, 2019 rate analysis, conservation program data to compile a historical and future demand model extending over 25 years. Afterward, Consultant will interview staff to validate the demand model and fine-tune the model with outside datasources.

1.2 - Demand Model

Consultant will construct a spreadsheet-based water demand model for the District that includes retail consumption and system water loss, and that District staff will be able to modify and operate. Consultant will prepare draft scenario recommendations for the demand forecast and present them to the District for decision on the final scenarios to be applied. Forecasts of future water demand must be able to depict the effect of changes in water rates, implementation of conservation program and system loss control. It's assumed two demand forecasts will be developed and that the forecasts will project out to the year 2050.

Senate Bill 606 (Hertzberg) and Assembly Bill 1668 (Friedman) make water conservation a way of life in California. The State Water Resources Control Board (SWRCB) is looking to develop a progressive water budget standard that includes indoor and outdoor amounts and weather factors. Consultant will incorporate the new standards into the forecast model, as available. For those standards not yet developed, placeholders for the demand standards will be added to update the model in the future. It is expected there will be a phase-in to the standard. The model will have flexibility to incorporate the progression of standard changes and provide comparisons.

Task 1 Deliverables:

- Demand Model
- Tables and figures depicting demand projections

Task 2 – Baseline Supply Analysis and Forecasts

2.1 - Evaluation of Water Supplies

Consultant will review the District's water supplies including imported surface water, domestic surface water, groundwater and reclaimed water. Consultant shall review water supply contracts, basin adjudication and operations criteria. After evaluation, have one (1) discussion with staff on optimal delivery.

2.2 - Evaluation of Water Quality and Other Threats

Consultant will review and assess the water quality and other potential threats to the current water supplies. The analysis will be based on available water quality data, and existing maximum contaminant levels (MCLs) and perspective. MCLs such as PFOA/PFAS and Chromium-6.

2.3 - Water Supplies Projection

District is expecting a water supplies forecast for the next 25 years. The forecast of supplies shall include impacts of climate changes on these supplies. Consultant will develop draft scenarios to be used for the supply projection analysis and review the scenarios with District staff. Scenarios will be applied to supply projections to determine how supply reliability may be impacted. Average annual supplies will be incorporated into the demand model. It is assumed that three supply projections will be developed, including scenarios with and without climate change and a scenario focused on an outage of the water district's SWP supply.

Task 2 Deliverables:

- Tables and figures depicting supply projections

Task 3 – Supply Gaps

3.1 – Update WEAP Model

The WEAP model prepared for the District's 2010 SWRP will be updated with current supply and demand projections to assess potential supply gaps, and will incorporate the demand projections prepared under Task 1 and supply projections prepared under Task 2.

3.2 – Conduct Reliability Analysis

Consultant shall identify and describe potential water supply gaps over the next 25 years horizon. To assess how seasonal and annual variations may impact supplies, the model will be run on a monthly timestep for the planning period of 2025 to 2050. Consultants will need to provide causes of gaps, potential durations and risk mitigation. The results will include an analysis on the shortage of supplies based on climate change and other potential risks such as drought, water quality issues or emergency outages.

Task 3 Deliverables:

- Tables and figures depicting supply gaps

Task 4 - Supply and Demand Management Options and Alternatives

4.1 – Options Development

Consultant shall work with District staff to identify a listing of at least 8 potential water supply options that should be considered within the Plan. These options could include those previously considered by the District, new concepts identified by District staff, and options/concepts that have been explored by other agencies in similar settings. A complete option is considered to be a volume of water plus the facilities necessary to convey the supplies to customers. Consultant will develop the identified options to include information that will be used as inputs into the Integrated Planning Tool. The Integrated Planning Tool will be used to collect information on each option including, but not limited to, volumes

available, capital and operations and maintenance (O&M) cost, facilities needed, potential permits needed, regulatory coordination, and public acceptance considerations. Where needed, Consultant shall develop a description of potential facilities needed and a planning level cost estimate to allow for comparison with other options.

4.2 – Alternative Development

Consultant shall develop up to four (4) alternative portfolios by packaging together water supply options developed under Task 4.1. Descriptions of each alternative will be prepared and will include necessary facilities, capital cost, O&M costs, unit cost, expected supply volumes, permit and regulatory considerations, and any other items needed to evaluate the alternatives according to the criteria to be set as part of Task 4.3. Alternatives will be inputted into the WEAP model to characterize and measure the performance of each alternative and quantify improvements in water reliability and availability.

4.3 – Alternatives Evaluation

Consultant shall include an evaluation of supply alternatives using technical, financial and regulatory considerations. Each alternative will be simulated in WEAP using the supply and demand scenarios developed in Tasks 1 and 2. Criteria will be developed with input from District staff for evaluating the portfolios, and may include:

- Effectiveness for increasing reliability and resiliency under drought and climate change conditions
- Water quality attributes
- Impacts to the environment
- Capital and O&M costs
- Regulatory framework, including federal, state and local regulations, codes, policies, permit requirements, etc. that may support or hinder implementation
- Vulnerabilities to risk such as drought, earthquake, and climate change

Alternatives will be scored using the selected criteria and used to compare the alternatives.

4.4 – Recommended Alternative

A recommended alternative will be selected based on the alternatives evaluation, and will include recommended projects for implementation. If needed, the alternative will be optimized in terms of volume, capacity and timing of projects. A description of necessary facilities, supply purchases, and implementation schedule will be prepared for each of the projects included in the recommended alternative. A schedule of capital and O&M cost expenditures will be prepared and a unit cost estimated.

Task 4 Deliverables:

- Supply options table
- Alternatives tables

- Alternatives evaluation results

Task 5 - Strategic Water Resource Plan and Cost Analysis

5.1 - Cost Analysis

The District will be using the cost to develop a Water Supply Impact Fee to update the current fee schedule. Consultant will review and evaluate the current charge methodology, including current water demand and cost data for calculating the existing fee in comparison with the AWWA M1 Manual and other potential methodologies. This will include an implementation schedule for each project and a potential cost escalation for projects that are pushed off into the future, as well as a per acre foot cost.

Charge schedules will be developed which equitably assigns the costs of operation of the utilities to the customers receiving the benefits, including one set of charges based on the existing charge methodology and options for alternate fee methodologies using industry standards and community/utility goals. The recommended fee should be durable and provide sufficient revenue generation to fund the future water supply and infrastructure needs of the utility. Consultant shall deliver cashflow projections for the alternatives proposed and discuss available financing strategies. Consultant shall collaborate with District staff throughout this process PWD throughout the entirety of the project. This collaboration can take the form of workshops to assess what alternate charges structures are acceptable (and supportable) or use of the financial model to evaluate different options

5.2 – Draft Strategic Water Resource Plan

Consultant shall assimilate all analyses and recommendations from Tasks 1 through 5.1 into a draft SWRP. The final recommendation and analyses shall include a list of projects to implement and the fee for future water supplies. An adaptive management plan will be prepared to account for future uncertainty. The Draft SWRP will be provided to District staff for comment.

5.3 – Final Strategic Water Resource Plan

Comments received from the District will be incorporated into the Final SWRP. The Final SWRP will be provided in electronic format.

Task 5 Deliverables:

- Fee Structure for Water Supply Impact Fee.
- Draft Strategic Water Resource Plan (electronic)
- Final Strategic Water Resource Plan (electronic)

Task 6 - Program Environmental Impact Report

Consultant will prepare the documents, reach out to stakeholder, host the public meeting,

respond to comments, and file the report. The District wants the consultant to develop all the material including presentations for all the meetings. All comments will be collected and responded to before filing with State of California Clearinghouse. The report will address all projects and include cost associated with projects to manage demands and supplies. The cost will be used for future collections of Water Supply Impact fee.

Subtask 6.1 - Notice of Preparation

Consultant will prepare a Notice of Preparation (NOP) for the Project and submit to the District a draft and final NOP pursuant to CEQA Guidelines §15082. Consultant will develop project mailing list with the District providing adjacent landowners and state agencies will notification that the PEIR is being prepared. Consultant will prepare for and attend one public scoping meeting during the NOP public comment period to present project details (including production of one public display board; comment cards; sign-in sheets; presentation; and court reporter).

Subtask 6.2 - Special Studies

Consultant will prepare three special studies:

- **Biological Resources Assessment.** ESA will conduct a programmatic Biological Resources Assessment (BRA) of the Project site to document existing biological conditions, assess the potential for regulated biological resources to be present at the site, evaluate the potential impacts to regulated biological resources from Project development, and recommend measures to avoid, minimize, or mitigate impacts to less than significant under CEQA. Specifically, the technical study will have sufficient information and analysis to address all CEQA checklist biology issues at a programmatic level, as well as information to comply with federal regulatory requirements. The BRA would include review of existing literature sources, review of applicability of and consistency with relevant MSHCP, a field reconnaissance survey, and preparation of a report to incorporate findings. As the exact location of the Project features are not known at this time, ESA assumes that the Project area would not exceed 25 acres in size. Focused and protocol surveys if required (e.g., burrowing owl surveys, rare plant surveys, jurisdictional delineation, etc.) will be included as recommendations in the report for incorporation as mitigation where applicable.
- **Cultural Resources Assessment.** ESA will conduct a programmatic cultural resources assessment (CRA) to: (1) identify known cultural resources that may be impacted by project development, (2) determine the cultural sensitivity of the Project area, and (3) assess the potential for impacts to cultural resources from development of future projects covered under the PEIR. The CRA will rely on information obtained from a California Historical Resources Information System record search that will be conducted at the Eastern Information Center (EIC), a Sacred Lands File search by the Native American Heritage Commission, and a field survey. Results of the assessment will be summarized in a technical report that will provide sufficient information and analysis to address all CEQA checklist cultural resource issues at a programmatic

level, as well as information to comply with federal regulatory requirements. As the exact location of the Project features are not known at this time, ESA assumes the Project area would not exceed 25 acres in size. We further assumes no cultural resources will be located within the project's Area of Potential Effect (APE) that require documentation or evaluation.

- Paleontological Resources Technical Memorandum. ESA will conduct a brief paleontological resources assessment (PRA) to achieve the following: (1) identify the geologic units that may be impacted by Project development, (2) determine the paleontological sensitivity of geologic units within the project area, and (3) assess potential for impacts to paleontological resources from development of future projects. The PRA will consist of a fossil locality record search, review of existing geologic maps, and a review of primary literature regarding fossiliferous geologic units within the project vicinity and region. The results of the PRA will be documented in a technical memorandum.

Subtask 6.3 - Draft PEIR

Consultant will prepare administrative Draft and public ready Draft PEIR, with appendices pursuant to Article 9 and 10 of the CEQA Guidelines, following the District's review of the first draft of the NOP. To get started, Consultant will rely on the draft NOP project description, Initial Study and map, and begin with sections of the PEIR related to existing conditions and regulatory setting. It is assumed that the Draft PEIR will be completed no sooner than two weeks following the close of the NOP comment period, in order to accommodate feedback from stakeholders.

Consultant will submit table of contents to District for review and comment prior to preparation of the Draft EIR. A draft of the Project Description will be circulated to the District for review and comment. Consultant will prepare administrative Draft PEIR to address the following, in accordance with the latest CEQA Guidelines:

- Table of Contents
- Executive Summary
- Project Description
- Environmental Setting
- Environmental impacts of the Project, in accordance with CEQA Appendices G and F. Cumulative Impacts will be address with each respective resource topic.
 - Aesthetics. This section evaluates impacts of Project construction and operation on scenic resources and public views within the Study Area. Two visual simulations can be prepared to support the assessment.
 - Air Quality. This section compares estimated air pollutant emissions from construction and operation of the Project to South Coast Air Quality Management District thresholds and regional air quality attainment plans. Air

pollutant emissions are estimated using the latest version of the California Emissions Estimator Model (CalEEMod).

- Biological Resources. This section incorporates the findings of the BRA and identifies mitigation measures, where necessary. It addresses the Project's potential to impact habitat, wildlife, vegetation, jurisdictional drainages and protected trees at a programmatic level.
- Cultural Resources. This section incorporates the findings of the CRA and identifies mitigation measures, where necessary. This section focuses on impacts to historical and archaeological resources.
- Energy. This section addresses the Project's anticipated energy use from both construction and operation, pursuant to CEQA Guidelines Appendix G and Appendix F. It focuses on whether the Project would result in wasteful, inefficient, or unnecessary consumption of energy.
- Geology and Soils. This section evaluates the potential for geologic hazards, such as seismic hazards and unstable soils. It also evaluates the potential for impacts on unique geologic features and paleontological resources. This section incorporates the findings of the PRA and identifies mitigation measures, where necessary.
- Greenhouse Gas Emissions. This section compares the Project's GHG emissions from construction and operation to SCAQMD significance threshold guidance. It also considers Project consistency with applicable GHG reduction plans. GHG emissions are estimated using the latest version of CalEEMod (currently 2016.3.2).
- Hazards and Hazardous Materials. This section addresses the likelihood of the presence of hazards and hazardous materials or conditions in the Study Area that may have the potential to be exacerbated by the Project and potentially impact human health. Consultant will conduct a records search of hazardous materials and waste sites using the EnviroStor and GeoTracker databases.
- Hydrology and Water Quality. This section addresses impacts of Project construction and operation on local hydrologic and water quality conditions. It provides an assessment of hydrogeologic impacts.
- Land Use and Planning. This section considers whether the Project would physically divide an established community or conflict with an environmental land use plan.
- Minerals. This section considers whether the Project would result in the loss of mineral resources.
- Noise. This section addresses potential construction and operational noise and vibration impacts from mobile and stationary sources, and whether noise and/or vibration would impact neighboring uses.

- Population and Housing. This section considers whether the Project would induce unplanned growth or necessitate construction of replacement housing.
- Public Services and Recreation. This section addresses the Project's impact on the capacity of existing public services, including fire protection, police protection, schools, parks, libraries, parks, and other public facilities.
- Transportation. This section considers both construction and operation of the Project and its potential to affect emergency access, geometric design hazards, or regional transportation plans, including plans for alternative modes of transportation. It will consider the Project's impact on the availability of transit and non-motorized travel.
- Tribal Cultural Resources. This section incorporates findings from the Cultural Resources Assessment and the District's AB 52 outreach process. It assesses the potential of the Project to impact Tribal Cultural Resources and identifies mitigation measures, as needed or requested as a result of AB 52 consultation.
- Utilities and Service Systems. This section evaluates impacts on water supply, wastewater, solid waste, and utility systems. Project facilities are expected to place minimal new demands on local public services and utilities.
- Wildfire. This section considers whether the Project exacerbates wildfire risk. It includes a description of the Project area in relation to very high fire hazard severity zones. It also describes adopted emergency response plans and emergency evacuation plans.
- Federal Cross-Cutters. These are addressed by summarizing the regulation, providing a brief explanation as to whether the regulation applies to the Project, and finding the Project would result in an impact:
- Environmental Justice. This section evaluates potential for Project facilities to disproportionately affect areas with high concentrations of low income or minority populations.
- Alternatives to the Proposed Project. Per CEQA and NEPA guidelines, this chapter will evaluate the environmental impacts of a No Project/No Action Alternative, as well as at least one other Alternative to the Proposed Project. Per CEQA guidelines 15126.6, the Alternative considered will lessen one or more significant effects.
- Other CEQA topics, including Significant and Unavoidable Effects, Significant Irreversible Changes, and Growth-Inducing Impacts.
- Organizations and Persons Consulted (i.e., References).
- Appendices, including the Biological Resources Assessment, Cultural Resources Assessment and Paleontological Resources Technical Memorandum.

Consultant will submit an electronic copy (word and pdf) of the administrative Draft PEIR to the District. Consultant assumes two rounds of District review and comment of the

administrative Draft EIR, and one screencheck on the Draft PEIR.

Subtask 6.4 - Public Circulation/Comment Period

Consultant will prepare Notice of Availability (NOA) and newspaper notice pursuant to CEQA Guideline § 15087; prepare and submit an updated project Mailing List to the District; and upon approval of the NOA, newspaper notice, and revised mailing list, distribute the Draft EIR pursuant to CEQA Guideline § 15087.

Consultant will prepare for and attend one public hearing/open house during the Draft PEIR public comment period to present project details (including production of one public display boards; provide comment cards; sign-in sheets; presentation; and notes).

Consultant will print and submit three (3) hard copies of the PEIR to the District for placement at public access points (e.g., District headquarters, local libraries) during the public review period.

Subtask 6.5 - Final PEIR

Consultant will prepare Final PEIR Pursuant to CEQA Guidelines §15132, which will include:

- The Draft PEIR and Appendices with revisions shown in strikeout/underline format.
- An executive summary that describes the contents of the Final PEIR, revisions to the Draft PEIR, and a list of persons, organizations, and public agencies commenting on the draft PEIR.
- Comments received on the draft PEIR.
- Responses to environmental points raised in the review and consultation process, which Consultant will draft with input from the District.

Consultant assumes two rounds of District review and comment, and one screencheck of the Final PEIR. Consultant will prepare Mitigation Monitoring and Reporting Program prepared pursuant to CEQA Guidelines § 15097. Consultant will submit an electronic (word and pdf) version to the District of the Final PEIR and MMRP.

Subtask 6.6 - Findings of Fact and Statement of Overriding Considerations

If needed, Consultant will prepare Findings of Fact and Statement of Overriding Considerations pursuant to Guidelines § 15091 and 15093. Consultant assumes one round of District review and comment, and one District screencheck on the Findings of Fact and Statement of Overriding Considerations.

Task 6 Deliverables:

- Draft Program Environmental Impact Report
- Presentation materials
- Final Program Environmental Report
- Verification of submittal to County Clerk and State Clearing House and approval.

Task 7 – Project Management, Meetings and Workshops

7.1 – Project Management

Consultant shall submit monthly progress reports documenting at the task level, the following: summary of work completed over the most recent month, list of proposed activities for the upcoming month, list of pending data needs to support the planned activities for the upcoming month, major decisions, and project schedule status. Twenty-six (26) monthly Project Progress Reports are assumed.

Consultant shall also conduct general project management activities under this task.

7.2 – Meetings and Workshops

Consultant shall facilitate a kickoff meeting to develop the goals and objectives for the District’s SWRP Update which will guide the remainder of the project. An information request will also be provided at the kickoff meeting.

Consultant shall conduct up to twenty-two (22), 1-hour calls with District staff over the course of the project to discuss key project analyses, decision points, and deliverable comments.

Consultant shall conduct up to five (5), 2-hour meetings or workshops with District staff to review analysis results and make key decisions regarding components of the SWRP Update and PEIR development (in person).

Consultant shall prepare two (2) PowerPoint presentations in support of Board meetings to present the results of the SWRP. Note that public meetings required as part of the PEIR process are included under Task 6.

Task 7 Deliverables:

- Kick-off meeting agenda, notes and information request
- Twenty-six (26) monthly progress reports
- Twenty-two (22) agendas and notes from 1-hours calls with staff
- Five (5) agendas, meeting materials and notes from workshops
- Two (2) Board meeting PowerPoint presentations

Task 8 – Stakeholder/Public Engagement

8.1 – Engagement Methodology Development

While not outlined in the Request for Proposals, many plans like the SWRP benefit from stakeholder/public engagement. Consultant has included this Optional Task in an effort to provide the opportunity for including public outreach as part of the SWRP effort. All or a portion of this scope of work could be included in the project. Consultant recommends a kickoff meeting to discuss the level of stakeholder engagement desired by the District.

Consultant will work with you to design an outreach plan that accomplishes

8.2 - Stakeholder Engagement

Consultant will work with the District to identify key stakeholders that may have insight regarding or be impacted by the SWRP. Consultant will then develop a set of key messages to introduce these stakeholders to the SWRP effort and process and to invite the stakeholders to participate, thus establishing a stakeholder group.

Consultant will then prepare materials to present information at three intervals throughout the plan development process. These meetings will allow the District to share progress and solicit important information for stakeholders.

Consultant can assist in meeting preparation, facilitation, note taking and summarizing. Should the District request it, Consultant can facilitate public or stakeholder comment periods for some or all of the deliverables.

8.3 - Public Outreach

Consultant can assist in public outreach through traditional methods such as website content development, press releases, social media content, talking point/key message development, and presentation materials. Consultant recommends a kickoff meeting to discuss the level of public outreach material desired by the District.

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Exhibit C-1



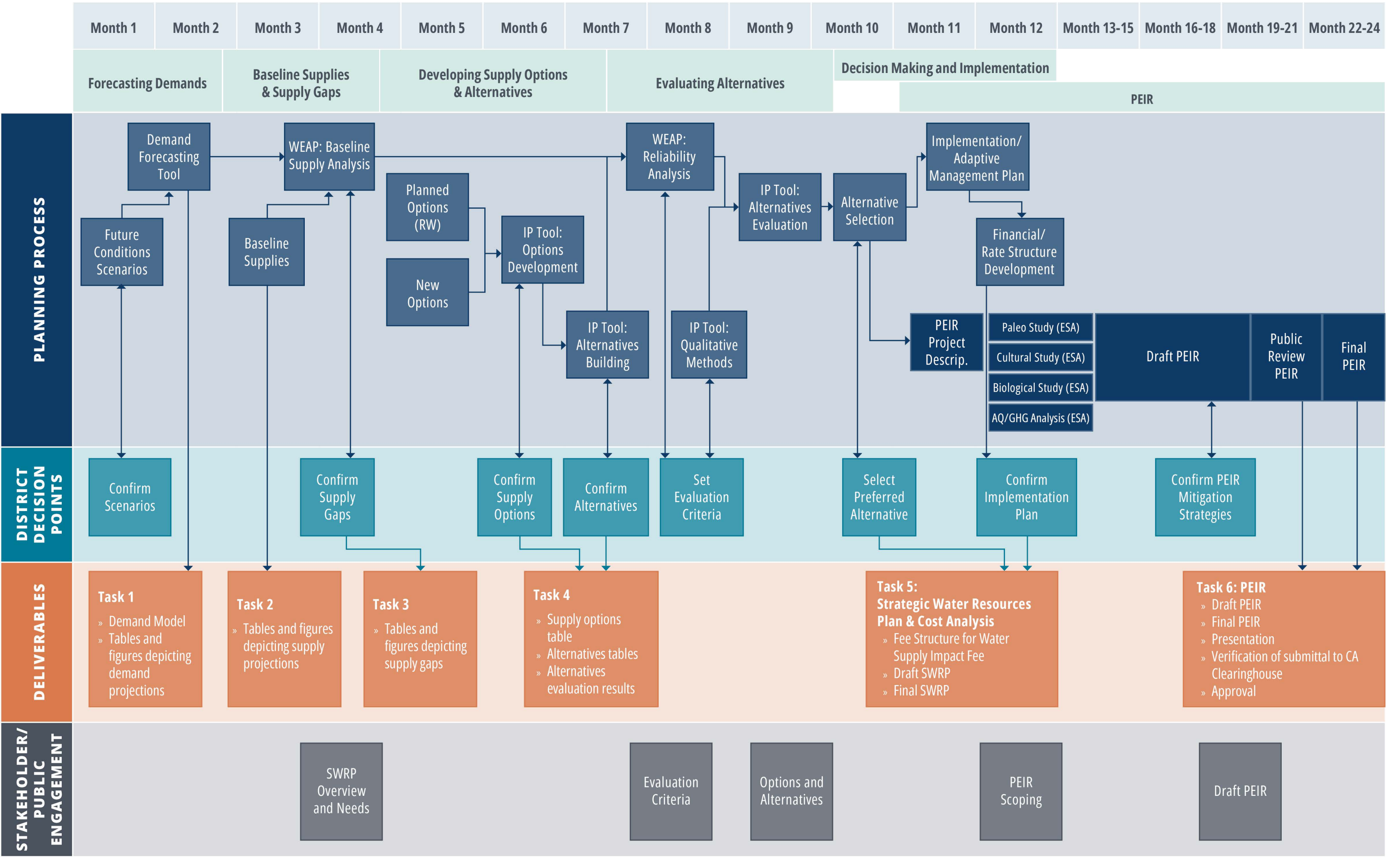
Palmdale Water District
2022 Strategic Water Resources Plan Updates

Fee Estimate
May 9, 2022

Tasks	Labor														Total Hours	Total Labor Costs (1)	Outside Services		ODCs		Total Fee
	Persephene St. Charles	Brian Van Lienden	Dawn Flores	Vanessa De Anda	Richard Sturn	Brian Dietrick	James Aiken	Rosalyn Prickett	Haley Johnson	Planner/Engineer	Katie Evans	Graphics	Admin.	ESA			Subtotal	Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	
	PIC/PM	DPM	SWRP Analysis	Modeling	Groundwater	Recycled Water	Financial	EIR	EIR	Planning Support	Engagement/WUE	Graphics and Support Team		SUB							
	\$330	\$295	\$295	\$235	\$315	\$315	\$235	\$315	\$260	\$180	\$315	\$140	\$120								
Task 1: Demand Analysis and Forecasts																					
1.1 Assess Available Data		4	4							12	8			28	\$7,040		\$0	\$0	\$0	\$7,040	
1.2 Demand Model	3	6	16							40				65	\$14,680		\$0	\$0	\$0	\$14,680	
Subtotal Task 1:	3	10	20	0	0	0	0	0	0	52	8	0	0	93	\$21,720	\$0	\$0	\$0	\$0	\$21,720	
Task 2: Baseline Supply Analysis and Forecasts																					
2.1 Evaluation of Water Supplies	1	2	4							8				15	\$3,540		\$0	\$0	\$0	\$3,540	
2.2 Evaluation of Water Quality and Other Threats		2	8		4	4				8				26	\$6,910		\$0	\$0	\$0	\$6,910	
2.3 Water Supply Projections	3	4	16							40				63	\$14,090		\$0	\$0	\$0	\$14,090	
Subtotal Task 2:	4	8	28	0	4	4	0	0	0	56	0	0	0	104	\$24,540	\$0	\$0	\$0	\$0	\$24,540	
Task 3: Supply Gaps																					
3.1 Update WEAP Model			8	24										32	\$8,000		\$0	\$0	\$0	\$8,000	
3.2 Conduct Reliability Analysis		4	16	40										60	\$15,300		\$0	\$0	\$0	\$15,300	
Subtotal Task 3:	0	4	24	64	0	0	0	0	0	0	0	0	0	92	\$23,300	\$0	\$0	\$0	\$0	\$23,300	
Task 4: Supply and Demand Management Options and Alternatives																					
4.1 Options Development	4	12	18	18	6	6				32				96	\$23,940		\$0	\$0	\$0	\$23,940	
4.2 Alternatives Development	4	12	24	64	10	10				16				140	\$36,160		\$0	\$0	\$0	\$36,160	
4.3 Alternatives Evaluation	6	12	24	20						40				102	\$24,500		\$0	\$0	\$0	\$24,500	
4.4 Preferred Alternative	9	24	32	60						24				149	\$37,910		\$0	\$0	\$0	\$37,910	
Subtotal Task 4:	23	60	98	162	16	16	0	0	0	112	0	0	0	487	\$122,510	\$0	\$0	\$0	\$0	\$122,510	
Task 5: Strategic Water Resources Plan and Cost Analysis																					
5.1 Cost Analysis	4	8	12					50						74	\$18,970		\$0	\$0	\$0	\$18,970	
5.2 Draft Strategic Water Resource Plan	20	32	32	60						72		2	40	258	\$57,620		\$0	\$0	\$0	\$57,620	
5.3 Final Strategic Water Resource Plan	8	16	12							32				68	\$16,660		\$0	\$0	\$0	\$16,660	
Subtotal Task 5:	32	56	56	60	0	0	50	0	0	104	0	2	40	400	\$93,250	\$0	\$0	\$0	\$0	\$93,250	
Task 6: Program Environmental Impact Report																					
6.1 Notice of Preparation								6	28	30		8	8	80	\$16,650		\$0	\$0	\$0	\$16,650	
6.2 Special Studies									36					36	\$9,360	\$50,922	\$50,922	\$56,014	\$0	\$65,374	
6.3 Draft PEIR	4	8	8					20	140	380				560	\$117,140		\$0	\$0	\$0	\$117,140	
6.4 Public Circulation/Comment Period								8	16	16			20	60	\$11,960		\$0	\$0	\$150	\$165	\$12,125
6.5 Final PEIR	2	4	4					6	54	126			18	214	\$43,790		\$0	\$0	\$0	\$0	\$43,790
6.6 Findings of Fact and Statement of Overriding Considerations								1	12	14				27	\$5,955		\$0	\$0	\$0	\$0	\$5,955
Subtotal Task 6:	6	12	12	0	0	0	0	41	286	566	0	8	46	977	\$204,855	\$50,922	\$50,922	\$56,014	\$150	\$165	\$261,034
Task 7: Project Management, Meetings and Workshops																					
7.1 Project Management	8	40								24			24	96	\$21,640		\$0	\$0	\$0	\$0	\$21,640
7.2 Meetings and Workshops	20	36	22	14				20	36	24			2	174	\$47,220		\$0	\$0	\$900	\$990	\$48,210
Subtotal Task 7:	28	76	22	14	0	0	0	20	36	48	0	0	26	270	\$68,860	\$0	\$0	\$0	\$900	\$990	\$69,850
Task 8: Stakeholder Engagement/Outreach																					
8.1 Engagement Methodology Development	2										8			10	\$3,180		\$0	\$0	\$150	\$165	\$3,345
8.2 Stakeholder Engagement	14	6	3							18	24			65	\$18,075		\$0	\$0	\$450	\$495	\$18,570
8.3 Public Outreach Tasks	8									8	24			40	\$11,640		\$0	\$0	\$0	\$0	\$11,640
Subtotal Task 8:	24	6	3	0	0	0	0	0	0	26	56	0	0	115	\$32,895	\$0	\$0	\$0	\$600	\$660	\$33,555
TOTAL	120	232	263	300	20	20	50	61	322	964	64	10	112	2538	\$591,930	\$50,922	\$50,922	\$56,014	\$1,650	\$1,815	\$649,759

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

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CONTRACT SERVICES AGREEMENT

By and Between

PALMDALE WATER DISTRICT

and

WOODARD & CURRAN

for

Project Name: _____

Project No: _____

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2022, by and between the Palmdale Water District, a California public agency organized and existing under the provisions of the California Water Code (“District”), and Woodard & Curran, a California 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 titled “Services of Consultant” 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 **Six hundred Forty-nine thousand Seven hundred and Fifty-nine Dollars (\$649,759)** (the "Contract Sum"), unless additional compensation is approved pursuant to subsection entitled SPECIAL REQUIREMENTS of the Services of Consultant section.

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 subsection PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT of the Coordination of Work section, 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 subsection entitled RETENTION OF FUNDS of the Enforcement of Agreement and Termination section, 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 three years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The District may, in its sole discretion, extend the Term for an additional one-year term.

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:

(Name) (Title)

(Name) (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 Ly 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 subsection entitled RETENTION OF FUNDS herein the Enforcement of Agreement and Termination section. 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 subsection entitled DISPUTES; DEFAULTS herein the Enforcement of Agreement and Termination section.

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 the subsection entitled DISPUTES; DEFAULTS herein the Enforcement of Agreement and Termination section, 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

G. Ross Trindle, III, General Counsel

CONSULTANT:

WOODARD & CURRAN, a California corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address: _____

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 _____, 2022 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)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<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 _____, 2022 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(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ NUMBER OF PAGES
_____	_____ DATE OF DOCUMENT

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 as listed in the revised proposal submitted May 9, 2022:
 - A. Task 1 – Demand Analysis and Forecasts
 - B. Task 2 – Baseline Supply Analysis and Forecasts
 - C. Task 3 – Supply Gaps
 - D. Task 4 – Supply and Demand Management Options and Alternatives
 - E. Task 5 – Strategic Water Resource Plan and Cost Analysis
 - F. Task 6 – Program Environmental Impact Report
 - G. Task 7 – Project Management, Meetings and Workshops
 - H. Task 8 – Stakeholder/Public Engagement

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District as outlined in the revised proposal submitted May 9, 2022:
 - A. Task 1 – Demand Model and Tables & Figures depicting demand projections
 - B. Task 2 – Tables & Figures depicting supply projects
 - C. Task 3 – Tables & Figures depicting supply gaps
 - D. Task 4 – Supply Options table, Alternatives tables, and Alternatives evaluation results
 - E. Task 5 – Fee Structure for Water Supply Impact Fee, Draft Strategic Water Resource Plan and Final Strategic Water Resource Plan.
 - F. Task 6 – Draft Program Environmental Impact Report, Presentation materials, Final Program Environmental Report and Verification of submittal to County Clear and State Clearing House and approval.
 - G. Task 7 – Kick-off meeting agenda, notes and information request, Twenty-six monthly progress reports, Twenty-two agendas and notes, Five workshops and two Board presentations.

- III. In addition to the requirements of subsection REPORTS of the Records, Reports, and Release of Information section, during performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports:

- IV. 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.

- V. Consultant will utilize the personnel outline in the original proposal submitted April 4, 2022.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text indicated in *bold italics*, deleted text indicated in ~~strikethrough~~.

I. Section 1.1, Scope of Services, is amended to read:

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.

II. Section 5.3, Indemnification, is amended to read:

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 *to the proportionate extent* 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 *to the proportionate extent* arising from Consultant’s or indemnitors’ reckless or willful misconduct, or *to the proportionate extent* 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 promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities *to the proportionate extent* 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;

(b) Consultant will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities ***to the proportionate extent*** 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, ***but only to the proportionate extent caused by the Consultant's negligence based on a judicial determination.***

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, ***negligent*** 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.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

SUB-BUDGET

A.	<u>Task 1</u>	<u>\$21,720</u>
B.	<u>Task 2</u>	<u>\$24,540</u>
C.	<u>Task 3</u>	<u>\$23,300</u>
D.	<u>Task 4</u>	<u>\$122,510</u>
E.	<u>Task 5</u>	<u>\$93,250</u>
F.	<u>Task 6</u>	<u>\$261,034</u>
G.	<u>Task 7</u>	<u>\$69,850</u>
H.	<u>Task 8</u>	<u>\$33,555</u>

Total Not-To-Exceed \$649,759.00.

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 subsection entitled CONTRACT SUM of the Compensation and Method of Payment section, unless Additional Services are approved per subsection entitled SPECIAL REQUIREMENTS of the Services of Consultant section .

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 subsection entitled CONTRACT SUM of the Compensation and Method of Payment section of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

Target Due Date from Start of Contract

A.	Task A	<u>Month 2</u>
B.	Task B	<u>Month 4</u>
C.	Task C	<u>Month 5</u>
D.	Task 4	<u>Month 7</u>
E.	Task 5	<u>Month 12</u>
F.	Task 6	<u>Month 24</u>
G.	Task 7	<u>Month 24</u>

II. Consultant shall deliver the following tangible work products to the District by the following dates.

Outlined in Exhibit A, Section II.

III. The Contract Officer may approve extensions for performance of the services in accordance with subsection SCHEDULE OF PERFORMANCE of the Performance Schedule section.

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: May 17, 2022 **May 23, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 22-14 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE PURCHASE OF TAX DEFAULTED PROPERTIES APN 3053-011-006 AND APN 3022-004-026. (\$86,274.36 – BUDGETED 2023 – BUDGET ITEM NO. 1-02-5070-006 – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends the Board approve Resolution No. 22-14 Authorizing the Purchase of Tax Defaulted Properties APN 3053-011-006 and APN 3022-004-026 specified on Exhibit A of the Agreement to Purchase Los Angeles County Tax-Defaulted Property. The total purchase price for all two parcels is \$86,274.36, which includes the \$84,274.36 in default taxes and \$2,000.00 to the County to prepare the properties for sale and payable in 2023.

Alternative Options:

The District can choose to not purchase subject properties and wait until specific facilities are needed in the future. The risk associated with waiting is the District may lose the current opportunity to acquire properties at a very reasonable cost to the District.

Background:

Twice a year the District receives a list of properties from the County of Los Angeles Tax Collector (Tax Collector) that lists all properties within Los Angeles County that are in tax-default and subject to public sale. District staff reviews said list and looks at the vacant property that will be beneficial to the District for future facilities and infrastructure.

The District submitted a letter to the Tax Collector expressing interest in several parcels, and the Tax Collector responded with an offer to purchase these parcels.

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

May 17, 2022

They are requesting a Resolution be approved by the Board of Directors and the attached Agreement be executed.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative No. 1 – Water Resource Reliability.

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

Budget:

The purchase of these tax-defaulted properties will be included in the 2023 Budget.

Supporting Documents:

- Resolution No. 22-14
- Agreement to Purchase Los Angeles County Tax-Defaulted Property
- Map showing location of properties
- March 2, 2022 letter from Tax Collector regarding the District’s purchase of tax-defaulted properties

**PALMDALE WATER DISTRICT
RESOLUTION NO. 22-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PALMDALE WATER DISTRICT AUTHORIZING THE PURCHASE
OF TAX DEFAULTED PROPERTIES
APN 3053-011-006 AND APN 3022-004-026**

WHEREAS, the real properties described as Assessor's Identification Numbers (AIN) 3053-011-006 and 3022-004-026 are situated within and/or adjacent to the boundaries of the Palmdale Water District ("District"), and the District has an interest in acquiring said properties; and

WHEREAS, said real properties are tax defaulted and subject to the power of sale by the tax collector of Los Angeles County for the non-payment of taxes, pursuant to provision of law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Palmdale Water District authorizes the Palmdale Water District to purchase said tax defaulted properties.

BE IT FURTHER RESOLVED, that the Board of Directors of the Palmdale Water District authorizes the Palmdale Water District to pay the total purchase price listed for each real property described, including all costs related to the purchase, including, but not limited to, cost of notification, cost of publication, cost of postage, title report fee and Forfeited State Lands Fee.

BE IT FURTHER RESOLVED, that District staff is hereby authorized and directed to prepare such additional documents and take such further actions as may be necessary to implement this Resolution.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of the Palmdale Water District held on May 23, 2022.

Gloria Dizmang, President
Palmdale Water District

Kathy Mac Laren-Gomez, Secretary
Palmdale Water District

Approved As To Form:

G. Ross Trindle, General Counsel
Aleshire & Wynder, LLP

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:
TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 NORTH HILL STREET, ROOM 130
LOS ANGELES, CA 90012

(Space above line for Recorder's use)

(PUBLIC AGENCY AGREEMENT)

AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS.

ASSESSOR'S IDENTIFICATION NUMBERS:

3053-011-006 and 3022-004-026

This Agreement by and the County of Los Angeles (Seller) and Palmdale Water District (Purchaser), a public agency is made

_____, in accordance with the provisions of California law.

The real Properties situated within the City of Palmdale, as set forth and described in Exhibit A of this Agreement, are tax-defaulted and Subject to the Tax Collector's Power to Sell for nonpayment of taxes, pursuant to California Revenue and Taxation Code (R&TC) Section 3691.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which includes the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's governing board authorizing the purchase is attached as Exhibit B.

3. NO WARRANTIES OR REPRESENTATIONS

The Seller makes no representation concerning the condition of title to the subject Property. The Seller does not warrant title to the Property or make any representations concerning the title. Additionally, the Seller makes no representation concerning the physical condition of the subject Property and the Purchaser acknowledges that it is not relying upon any statements or representations of the Seller concerning the subject Property, and is purchasing the subject Property in its "as is" condition.

4. PAYMENT OF COSTS

The Purchaser shall pay the purchase price of the Property and costs of the sale, including but not limited to: the cost of giving notice of this Agreement; the cost of publishing or posting the notice of this Agreement; the cost of proceeding to obtain a clear title to the Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Property.

5. CONSIDERATION

The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

6. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

7. REVIVAL AND RIGHT OF REDEMPTION

This Agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the Terms and Conditions of this Agreement prior to the tax deed recordation. The Purchaser will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.

8. INDEMNITY

The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorney's fees, and any and all other expenses which the Seller may sustain or incur by reasons of a challenge to the validity of the Sale of the Tax-Defaulted Property described in Exhibit A. Pursuant to R&TC Section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted must be commenced within one year after the date of execution of the Tax Collector's deed.

9. ENVIRONMENTAL CONDITION OF PROPERTY

The Property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property(s) are in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean up, or otherwise bring the Property(s) into compliance according to federal, state, or local environmental laws.

10. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA)

The Seller and the Purchaser agree that under United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean-up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the Seller and/or the Seller's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any Property purchased under this Agreement into compliance with federal, state, or local environmental laws.

11. JURISDICTION BOUNDARIES

If the Purchaser is a district as defined by Government Code 56036(a), the purchased Property must be within the Purchaser's jurisdiction, unless a letter from Purchaser's legal counsel stating that either the influence has been extended by the Local Agency Formation Commission (LAFCO) to include the Property or the Property may be purchased without conflict with sphere of influence parameters.

12. ENTIRE AGREEMENT

This Agreement, with Exhibits A and B, constitute the entire Agreement of the parties.

EXHIBIT A	Real Property Description and Purchase Price
EXHIBIT B	Resolution of Governing Board

APPROVED AS TO FORM:

Dawyn Harrison
Acting County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: _____
Palmdale Water District

By: _____

Title

(seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____
Executive Officer-Clerk

By _____
Chair of the Board of Supervisors
of the Board of Supervisors

By _____
Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.

County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this _____ day of _____, 20____ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____
Jennifer Montecinos, Manager
Tax Administration Section

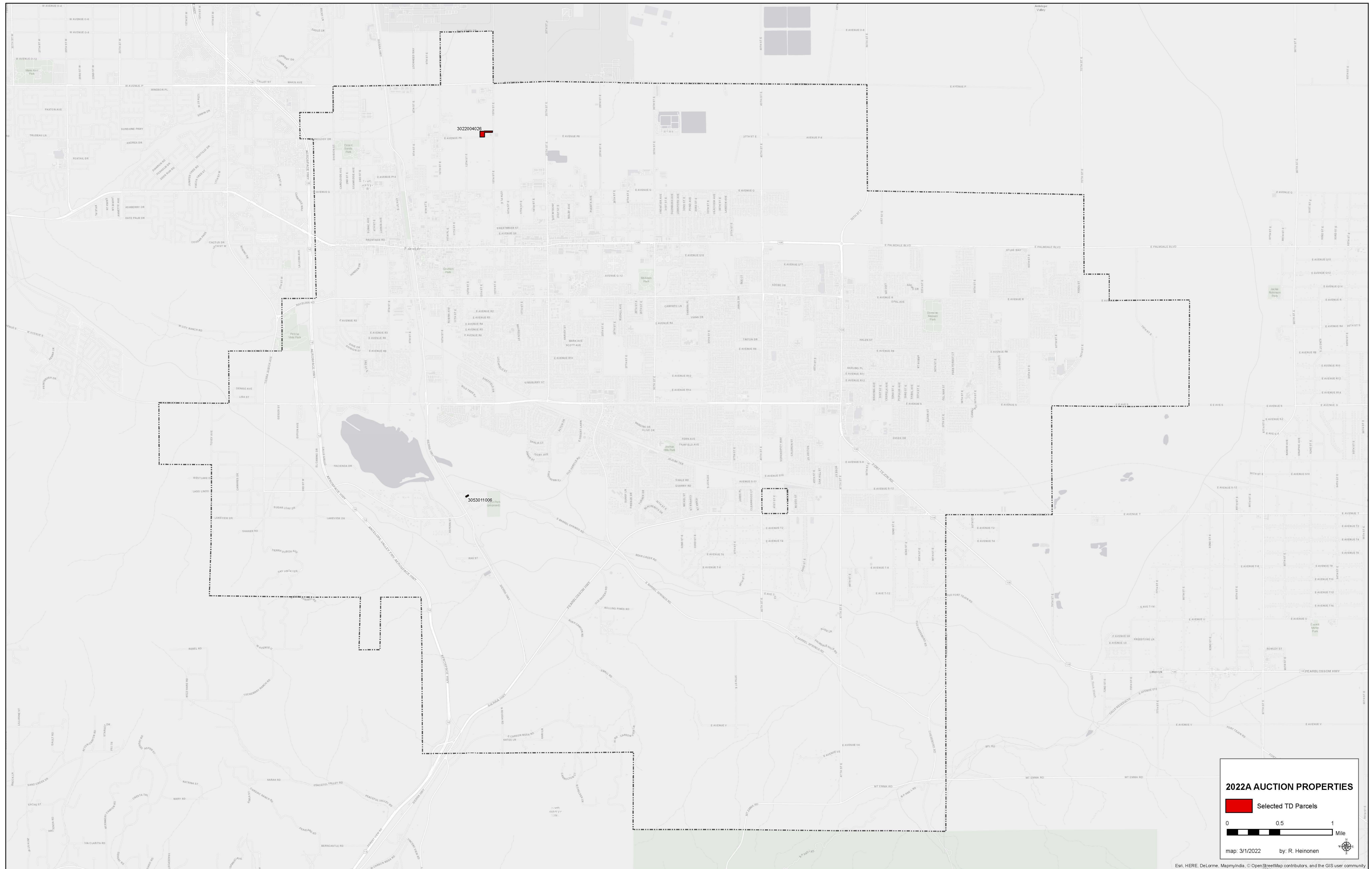
EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisory District	5th
Location	CITY OF PALMDALE
Address	VACANT LOT
Assessor's Identification Number	3053-011-006
Legal Description	ALPINE SPRINGS LOT 10 BLK 9
Size/Area	7,515 SQ. FT. (0.17 ACRE)
Agreement Number	2876
First Year of Default	2012
Estimated Purchase Price	\$10,493.79
Purpose of Acquisition	TO EXPAND PALMDLE WATER DISTICT FACILITES FOR FUTURE DEVELOPMENT

ITEM	DESCRIPTION
Supervisory District	5th
Location	CITY OF PALMDALE
Address	VACANT LOT
Assessor's Identification Number	3022-004-026
Legal Description	LOT COM AT SE COR OF LOT 8 RS 70-38 TH E TO W LINE OF E 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 OF SEC 24 T 6N R 12W TH N TO A LINE PARALLEL WITH AND DIST N AT R/A 188 FT FROM N LINE OF AVE P-8 TH E ON SD PARALLEL LINE TO W LINE OF 15TH ST-E TH N THEREON TO A LINE PARALLEL WITH AND DIST N AT R/A 258 FT FROM SD N LINE TH W TO E LINE OF SD LOT TH S THEREON TO BEG PART OF SE 1/4 OF SE 1/4 OF NW 1/4 OF SEC 24 T 6N R 12W
Size/Area	96,383 SQ. FT. (2.21 ACRE)
Agreement Number	2876
First Year of Default	2009
Estimated Purchase Price	\$73,780.57
Purpose of Acquisition	TO EXPAND PALMDLE WATER DISTICT FACILITES FOR FUTURE DEVELOPMENT

Note: The estimated purchase price of each property is based on the amount due as of January 25, 2023, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.



2022A AUCTION PROPERTIES

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

March 2, 2022

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

County of Los Angeles Treasurer and Tax Collector
Chapter 8 Unit
Kenneth Hahn Hall of Administration
225 North Hill Street
Los Angeles, California 90012

RE: OBJECTION TO THE PUBLIC AUCTION OF 2022A TAX SALE PROPERTIES

To Whom It May Concern:

Based on the list of properties in the 2022A Auction Book sent to the District on January 28, 2022, the District objects to the Public Auction of the following tax defaulted parcels:

- 3053-011-006
- 3022-004-026
- 3054-024-066
- 3054-023-041
- 3053-031-011
- 3022-010-048
- 3022-010-049
- 3015-017-005

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys



The District would like to pursue the purchase of said parcels through a Chapter 8 Agreement. The parcels are to be used for District distribution facilities.

Enclosed please find a check in the amount of \$800.00 for the preliminary research fee of \$100.00 per property along with the Mission and Vision Statements of the Palmdale Water District and a completed copy of the form SCO 8-16.

Los Angeles Treasurer and Tax Collector
March 2, 2022
Chapter 8 Unit

Please feel free to contact me at (661) 456-1065 if you have any questions.

Sincerely,



SONNY A. GUZMAN,
Engineering Technician
SAG/sag

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: May 17, 2022 **May 23, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 22-15 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE PURCHASE OF TAX DEFAULTED PROPERTIES APN 3054-024-066, APN 3054-023-041, AND APN 3053-031-011. (\$187,779.93 – BUDGETED 2023 – BUDGET ITEM NO. 1-02-5070-006 – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends the Board approve Resolution No. 22-15 Authorizing the Purchase of Tax Defaulted Properties APN 3054-024-066, APN 3054-023-041, and APN 3053-031-011 specified on Exhibit A of the Agreement to Purchase Los Angeles County Tax-Defaulted Property. The total purchase price for all three parcels is \$187,779.93, which includes the \$185,779.93 in default taxes and \$2,000 to the County to prepare the properties for sale and payable in 2023.

Alternative Options:

The District can choose to not purchase subject properties and wait until specific facilities are needed in the future. The risk associated with waiting is the District may lose the current opportunity to acquire properties at a very reasonable cost to the District.

Background:

Twice a year the District receives a list of properties from the County of Los Angeles Tax Collector (Tax Collector) that lists all properties within Los Angeles County that are in tax-default and subject to public sale. District staff reviews said list and looks at the vacant property that will be beneficial to the District for future facilities and infrastructure.

The District submitted a letter to the Tax Collector expressing interest in several parcels, and the Tax Collector responded with an offer to purchase these parcels.

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

May 17, 2022

They are requesting a Resolution be approved by the Board of Directors and the attached Agreement be executed.

Strategic Plan Initiative/Mission Statement:

This work is part of Strategic Initiative No. 1 – Water Resource Reliability.

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

Budget:

The purchase of these tax-defaulted properties will be included in the 2023 Budget.

Supporting Documents:

- Resolution No. 22-15
- Agreement to Purchase Los Angeles County Tax-Defaulted Property
- Map showing location of properties
- March 2, 2022 letter from Tax Collector regarding the District’s purchase of tax-defaulted properties

**PALMDALE WATER DISTRICT
RESOLUTION NO. 22-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
PALMDALE WATER DISTRICT AUTHORIZING THE PURCHASE
OF TAX DEFAULTED PROPERTIES
APN 3054-024-066, APN 3054-023-041, AND APN 3053-031-011**

WHEREAS, the real properties described as Assessor's Identification Numbers (AIN) 3054-024-066, 3054-023-041, and 3053-031-011 are situated within and/or adjacent to the boundaries of the Palmdale Water District ("District"), and the District has an interest in acquiring said properties; and

WHEREAS, said real properties are tax defaulted and subject to the power of sale by the tax collector of Los Angeles County for the non-payment of taxes, pursuant to provision of law.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Palmdale Water District authorizes the Palmdale Water District to purchase said tax defaulted properties.

BE IT FURTHER RESOLVED, that the Board of Directors of the Palmdale Water District authorizes the Palmdale Water District to pay the total purchase price listed for each real property described, including all costs related to the purchase, including, but not limited to, cost of notification, cost of publication, cost of postage, title report fee and Forfeited State Lands Fee.

BE IT FURTHER RESOLVED, that District staff is hereby authorized and directed to prepare such additional documents and take such further actions as may be necessary to implement this Resolution.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of the Palmdale Water District held on May 23, 2022.

Gloria Dizmang, President
Palmdale Water District

Kathy Mac Laren-Gomez, Secretary
Palmdale Water District

Approved As To Form:

G. Ross Trindle, General Counsel
Aleshire & Wynder, LLP

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:
TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 NORTH HILL STREET, ROOM 130
LOS ANGELES, CA 90012

(Space above line for Recorder's use)

(PUBLIC AGENCY AGREEMENT)

AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS.

ASSESSOR'S IDENTIFICATION NUMBERS:

3054-024-066, 3054-023-041, 3053-031-011

This Agreement by and the County of Los Angeles (Seller) and Palmdale Water District (Purchaser), a public agency is made

_____, in accordance with the provisions of
California law.

The real Properties situated within the County of Los Angeles, as set forth and described in Exhibit A of this Agreement, are tax-defaulted and Subject to the Tax Collector's Power to Sell for nonpayment of taxes, pursuant to California Revenue and Taxation Code (R&TC) Section 3691.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which includes the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's governing board authorizing the purchase is attached as Exhibit B.

3. NO WARRANTIES OR REPRESENTATIONS

The Seller makes no representation concerning the condition of title to the subject Property. The Seller does not warrant title to the Property or make any representations concerning the title. Additionally, the Seller makes no representation concerning the physical condition of the subject Property and the Purchaser acknowledges that it is not relying upon any statements or representations of the Seller concerning the subject Property, and is purchasing the subject Property in its "as is" condition.

4. PAYMENT OF COSTS

The Purchaser shall pay the purchase price of the Property and costs of the sale, including but not limited to: the cost of giving notice of this Agreement; the cost of publishing or posting the notice of this Agreement; the cost of proceeding to obtain a clear title to the Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Property.

5. CONSIDERATION

The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

6. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

7. REVIVAL AND RIGHT OF REDEMPTION

This Agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the Terms and Conditions of this Agreement prior to the tax deed recordation. The Purchaser will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.

8. INDEMNITY

The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorney's fees, and any and all other expenses which the Seller may sustain or incur by reasons of a challenge to the validity of the Sale of the Tax-Defaulted Property described in Exhibit A. Pursuant to R&TC Section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted must be commenced within one year after the date of execution of the Tax Collector's deed.

9. ENVIRONMENTAL CONDITION OF PROPERTY

The Property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property(s) are in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean up, or otherwise bring the Property(s) into compliance according to federal, state, or local environmental laws.

10. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA)

The Seller and the Purchaser agree that under United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean-up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the Seller and/or the Seller's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any Property purchased under this Agreement into compliance with federal, state, or local environmental laws.

11. JURISDICTION BOUNDARIES

If the Purchaser is a district as defined by Government Code 56036(a), the purchased Property must be within the Purchaser's jurisdiction, unless a letter from Purchaser's legal counsel stating that either the influence has been extended by the Local Agency Formation Commission (LAFCO) to include the Property or the Property may be purchased without conflict with sphere of influence parameters.

12. ENTIRE AGREEMENT

This Agreement, with Exhibits A and B, constitute the entire Agreement of the parties.

EXHIBIT A	Real Property Description and Purchase Price
EXHIBIT B	Resolution of Governing Board

APPROVED AS TO FORM:

Dawyn Harrison
Acting County Counsel

By _____
Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: _____
Palmdale Water District

By: _____

Title

(seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____
Executive Officer-Clerk

By _____
Chair of the Board of Supervisors
of the Board of Supervisors

By _____
Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.

County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this _____ day of _____, 20____ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____
Jennifer Montecinos, Manager
Tax Administration Section

EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisory District	5th
Location	COUNTY OF LOS ANGELES
Address	VACANT LOT
Assessor's Identification Number	3054-024-066
Legal Description	*SW 1/4 OF NE 1/4 OF SW 1/4 OF NE 1/4 OF SEC 9 T 5N R 12W
Size/Area	108,249 SQ. FT. (2.48 ACRE)
Agreement Number	2874
First Year of Default	2008
Estimated Purchase Price	\$35,478.35
Purpose of Acquisition	TO EXPAND PALMDLE WATER DISTRICT FACILITIES FOR FUTURE DEVELOPMENT

ITEM	DESCRIPTION
Supervisory District	5th
Location	COUNTY OF LOS ANGELES
Address	VACANT LOT
Assessor's Identification Number	3054-023-041
Legal Description	S 1/2 OF NW 1/4 AND SW 1/4 OF NE 1/4 OF SEC 10 T 5N R 12W
Size/Area	5,329,510 SQ. FT. (122.35 ACRE)
Agreement Number	2874
First Year of Default	2016
Estimated Purchase Price	\$86,123.02
Purpose of Acquisition	TO EXPAND PALMDLE WATER DISTRICT FACILITIES FOR FUTURE DEVELOPMENT

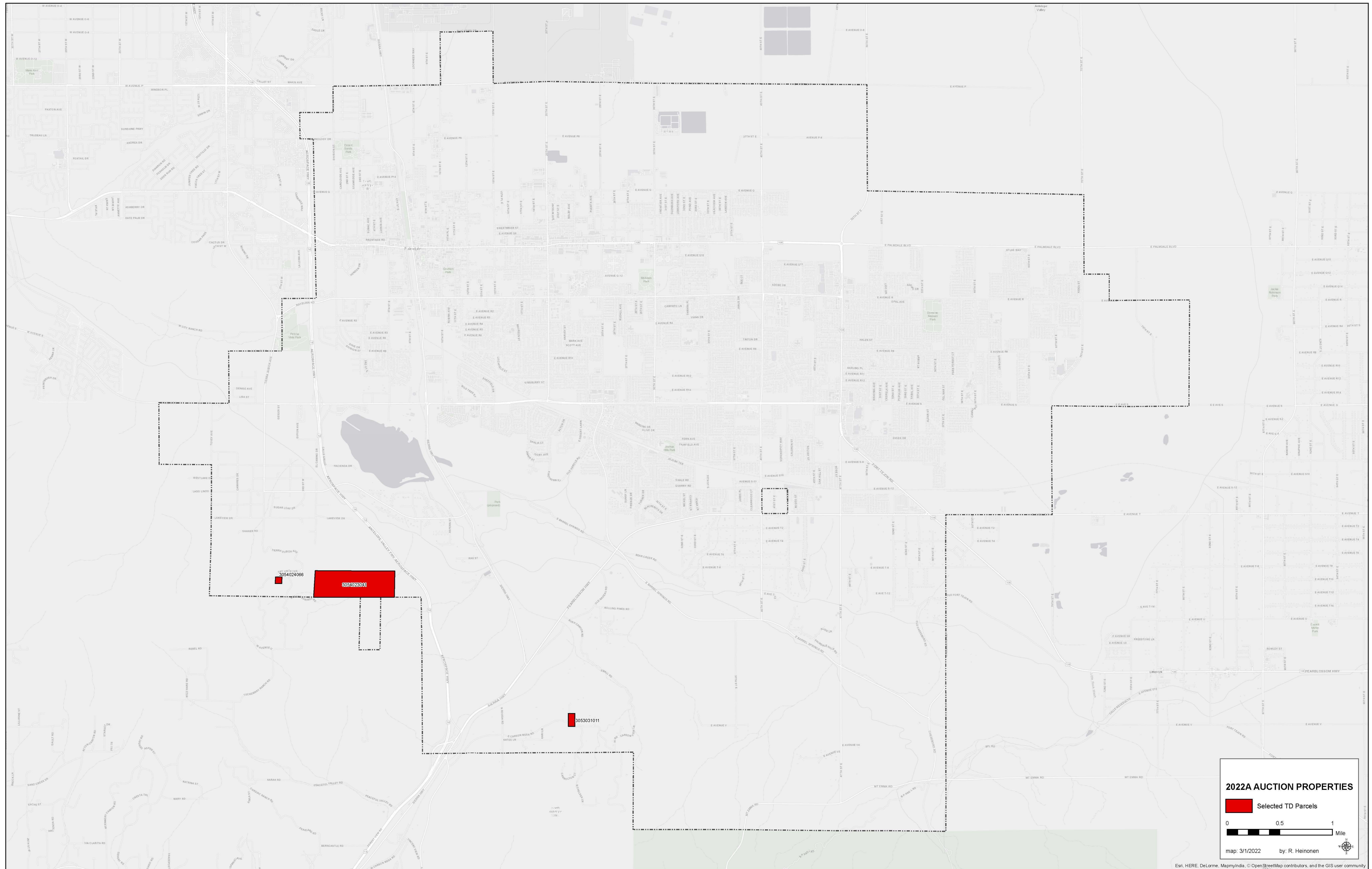
Note: The estimated purchase price of each property is based on the amount due as of January 25, 2023, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.

EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

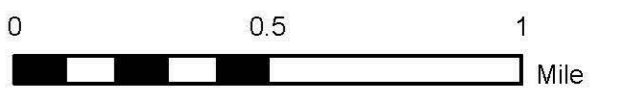
ITEM	DESCRIPTION
Supervisory District	5th
Location	COUNTY OF LOS ANGELES
Address	VACANT LOT
Assessor's Identification Number	3053-031-011
Legal Description	W 5 ACS OF SE 1/4 OF NE 1/4 OF SW 1/4 OF SEC 13 T 5N R 12W
Size/Area	217,962 SQ. FT. (5.00 ACRE)
Agreement Number	2874
First Year of Default	2008
Estimated Purchase Price	\$64,178.56
Purpose of Acquisition	TO EXPAND PALMDLE WATER DISTRICT FACILITIES FOR FUTURE DEVELOPMENT

Note: The estimated purchase price of each property is based on the amount due as of January 25, 2023, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.



2022A AUCTION PROPERTIES

Selected TD Parcels



map: 3/1/2022 by: R. Heinson

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

2022A AUCTION PROPERTIES



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

March 2, 2022

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

County of Los Angeles Treasurer and Tax Collector
Chapter 8 Unit
Kenneth Hahn Hall of Administration
225 North Hill Street
Los Angeles, California 90012

RE: OBJECTION TO THE PUBLIC AUCTION OF 2022A TAX SALE PROPERTIES

To Whom It May Concern:

Based on the list of properties in the 2022A Auction Book sent to the District on January 28, 2022, the District objects to the Public Auction of the following tax defaulted parcels:

- 3053-011-006
- 3022-004-026
- 3054-024-066
- 3054-023-041
- 3053-031-011
- 3022-010-048
- 3022-010-049
- 3015-017-005

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys



The District would like to pursue the purchase of said parcels through a Chapter 8 Agreement. The parcels are to be used for District distribution facilities.

Enclosed please find a check in the amount of \$800.00 for the preliminary research fee of \$100.00 per property along with the Mission and Vision Statements of the Palmdale Water District and a completed copy of the form SCO 8-16.

Los Angeles Treasurer and Tax Collector
March 2, 2022
Chapter 8 Unit

Please feel free to contact me at (661) 456-1065 if you have any questions.

Sincerely,



SONNY A. GUZMAN,
Engineering Technician
SAG/sag