



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

October 5, 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: 687-547-134#

Submit Public Comments at: <https://www.gomeet.com/687-547-134>

MONDAY, OCTOBER 10, 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) None at this time.
- 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 September 26, 2022.
 - 6.2) Approval of minutes of Special Meeting held September 27, 2022.
 - 6.3) Payment of bills for October 10, 2022.
 - 6.4) Approval of Resolution No. 22-26 being a Resolution of the Board of Directors of the Palmdale Water District Authorizing the Execution and Delivery of an Installment Sale Agreement, and Authorizing and Directing Certain Actions in Connection with the Acquisition of Vehicles and Equipment. (No Budget Impact – Finance Manager Hoffmeyer)
 - 6.5) Approval of Conflicts Waiver Letter from Aleshire & Wynder LLP and to authorize the General Manager to execute the letter on behalf of the District. (No Budget Impact – General Counsel Trindle)
- 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 to approve Statement of Work with David Carroll Associates, Inc. to replace and upgrade the Boardroom audio-visual and video-conferencing system. (\$137,569.15 plus \$9,720.00 for annual recurring support – Non-Budgeted – Information Technology Manager Stanton)
 - 7.2) Consideration and possible action on the purchase of Zenner Meter Registers, Sensus Meter Endpoints, Nicor Meter Lids, and Octave Encoder Modules. (\$1,045,000 – Budgeted – Finance Manager Hoffmeyer)
 - 7.3) 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) Outreach Committee Meeting – September 15. (Director Mac Laren, Chair/Director Wilson)
 - 2) Antelope Valley East Kern Water Agency (AVEK) – September 27. (Director Dino/Director Mac Laren-Gomez, Alt.)

- b) General Meetings Reports of Directors.
- 8.2) Report of General Manager.
 - a) Department Presentations:
 - 1) Information Technology Department. (Information Technology Manager Stanton)
 - 2) Customer Care Department. (Customer Care Supervisor Rosati)
 - 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: October 4, 2022 **October 10, 2022**
TO: Board of Directors **Board Meeting**
FROM: Dennis J. Hoffmeyer, Finance Manager/CFO
VIA: Mr. Dennis LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 6.4 – APPROVAL OF RESOLUTION NO 22-26 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE ACQUISITION OF VEHICLES AND EQUIPMENT. (NO BUDGET IMPACT – FINANCE MANAGER HOFFMEYER)*

Recommendation:

Staff recommends approving Resolution No. 22-26 Authorizing the Execution and Delivery of an Installment Sale Agreement, and Authorizing and Directing Certain Actions in Connection with the Acquisition of Vehicles and Equipment in the amount of \$2,400,000 at 3.5%, for a 5-year term.

Background:

The Board of Directors approved a five-year \$2.4 million lease with Municipal Finance Corporation, who serves as the arranger of financing terms and administrator of the Installment Sale Agreement for Citizens Business Bank, for the acquisition of vehicles and equipment at a rate of 3.5%. Resolution No. 22-26 gives authority to the President of the Board or to the General Manager to execute the attached Installment Sale Agreement to enter into the five-year lease.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 4.0 – Financial Health and Stability.
This item directly relates to the District’s Mission Statement.

Budget:

There is no additional financial impact on the budget for 2022. Principal and interest payments will be budgeted for the term of the five-year lease.

Supporting Documents:

- Resolution No. 22-26
- Installment Sale Agreement

RESOLUTION NO. 22-26

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE ACQUISITION OF VEHICLES AND EQUIPMENT

WHEREAS, the Palmdale Water District (the "District") is a water district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$2,400,000 for the acquisition of vehicles and miscellaneous equipment (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective five year installment sale financing arrangement at a 3.50% interest rate; and

WHEREAS, in accordance with California Government Code Section 5852.1, the Board of Directors has obtained and disclosed in the information set forth in Exhibit A hereto;

NOW, THEREFORE, it is resolved by the Board of Directors of the Palmdale Water District as follows:

SECTION 1. Installment Sale Agreement. The President of the Board of Directors, the District Manager or a designee in writing (each, an "Authorized Officer") is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.

SECTION 3. Authorization to Establish Property Acquisition Fund. The Board of Directors hereby authorizes and directs the President of the Board, the General Manager, or a designee in writing to make appropriate arrangements to establish a special fund into which the proceeds of the financing are deposited for the purpose of paying the costs of the Property.

SECTION 4. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements, and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed, and approved.

SECTION 5. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not

reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 10th day of October, 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Approved: _____
President of the Board

Attest: _____
Secretary of the Board

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the Corporation, which have been provided to the District in good faith:

- (A) True interest cost of the Installment Sale: 3.50%
- (B) Finance charge of the Installment Sale (sum of all costs of issuance and fees/charges paid to third parties): \$7,500
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$2,392,500
- (D) Total payment amount through maturity: \$2,637,008.30

INSTALLMENT SALE AGREEMENT

This INSTALLMENT SALE AGREEMENT dated as of October 14, 2022 (this "Installment Sale") is by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the "Corporation") as seller and PALMDALE WATER DISTRICT, a water district duly organized and existing under the laws of the State of California (the "District") as purchaser.

RECITALS:

WHEREAS, the District deems it essential for the District to acquire the property described herein for its own public purposes; and

WHEREAS, it is intended that this Installment Sale be treated as a tax-exempt obligation of the District for federal income tax purposes; and

WHEREAS, the District and the Corporation agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Installment Sale and the bargain of both parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Sale. The Corporation hereby sells to the District, and the District hereby purchases from the Corporation all property (the "Property") described in Exhibit A and made a part hereof. Hereinafter, reference to the Corporation means the Corporation and the Corporation's assignee for those rights, interests and obligations that may be assigned by the Corporation.

SECTION 2. Term. The terms and conditions of this Installment Sale shall become effective upon the authorized execution of this Installment Sale by the parties hereto. The installment term of the Property purchased hereunder commences and terminates on the dates specified in Exhibit B unless the term of this Installment Sale is extended as provided in this Section. If on the scheduled date of termination of this Installment Sale the Installment Payments are not fully paid, or provision therefor made, then the term of this Installment Sale will be extended until the date upon which all such Installment Payments and any other amounts due under this Installment Sale are fully paid.

SECTION 3A. Representations, Warranties and Covenants of the District. The District represents and warrants to the Corporation that:

(a) The District is a water district and political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Installment Sale and to perform all of its obligations hereunder.

(b) The District's governing body has duly authorized the execution and delivery of this Installment Sale and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party or by which it or its property is bound.

(d) There is no pending or, to the knowledge of the District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the District to perform its obligations under this Installment Sale.

(e) The District has complied with all public bidding laws or provisions of the California Public Contract Code applicable to the acquisition of the Property purchased hereunder.

(f) The Property being purchased is essential to the District in the performance of its governmental functions and its estimated useful life to the District exceeds the term of this Installment Sale.

(g) Within two hundred seventy (270) days of the end of each fiscal year of the District during the term hereof, the District shall provide the Corporation with a copy of its audited financial statements for such fiscal year.

(h) The District shall maintain rates and charges for its water system so as to generate net revenues equal to at least 110% of the Installment Payments and the payments due under all other financial obligations of the District.

(i) The District shall take such action as may be necessary to include all Installment Payments in its annual budget and annually to appropriate an amount necessary to make such Installment Payments. During the term of this Installment Sale, the District will furnish to the Corporation, if so requested, copies of each proposed budget of the District within thirty (30) days after it is adopted. The covenants on the part of the District shall be deemed and construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Installment Sale agreed to be carried out and performed by the District.

SECTION 4. Representations and Warranties of the Corporation. The Corporation represents and warrants to the District that:

(a) The Corporation is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) The Corporation has full power, authority and legal right to enter into and perform its obligations under this Installment Sale, and the execution, delivery and performance of this Installment Sale have been duly authorized by all necessary corporate actions on the part of the Corporation and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Corporation, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Corporation to perform its obligations under this Installment Sale.

SECTION 5. Property Acquisition. The Corporation hereby appoints the District as its purchasing agent to acquire the Property purchased hereunder and the District hereby accepts said appointment (hereinafter, the "Agency"). The Agency is limited to i) negotiation of terms, conditions and acquisition cost of acquiring the Property from suppliers and contractors (collectively, the "Supplier") selected by the District; ii) to the inspection and acceptance of the Property upon its delivery and installation; and iii) to the exercise of any rights or remedies with respect to Property warranties or guarantees. All warranties and guarantees, either express or implied, that inure to the Corporation by virtue of the Agency are hereby passed through to the District to prosecute at the District's sole discretion.

SECTION 6. Deposit of Moneys. The Corporation shall cause the deposit of the sum of \$2,392,500 (the "Installment Sale Proceeds") in a property acquisition fund (the "Property Acquisition Fund") established by the District, the date of such deposit to be the commencement date of this Installment Sale (the "Closing Date"). The Corporation shall retain a fee of \$7,500 for the preparation of this Installment Sale. The Installment Sale Proceeds shall be invested in accordance with California law and the District's investment policy. Prior to making any disbursement out of the Property Acquisition Fund, the District shall provide to the Corporation a certificate regarding such disbursement along with the appurtenant invoice for Property cost. Any moneys that remain in the Property Acquisition Fund after completing the disbursements for Property costs shall be applied towards the payment or prepayment of future Installment Payments.

SECTION 7. Installment Payments. The District shall pay to the Corporation, as the purchase price of the Property, installment payments (the "Installment Payments") in the amounts and at the times set forth in Exhibit B, at the office of the Corporation or to such other person or at such other place as the Corporation may from time to time designate in writing. Should the District fail to pay any Installment Payments herein within fifteen (15) days from the due date thereof, the District shall upon the Corporation's written request, pay interest on such delinquent Installment Payment from the date said Installment Payment was due until paid at the rate of eight percent (8%) per annum or the maximum legal rate, whatever is less. The District shall pay the Installment Payments exclusively from legally available funds, in lawful money of the United States of America, to the Corporation. The obligation of the District to pay Installment Payments hereunder shall be absolute and unconditional in all events, and will not be subject to set-off, defense, abatement, reduction, counterclaim, or recoupment for any reason whatsoever, and the net revenues of the water system of the District are hereby pledged towards the payment of the Installment Payments..

SECTION 8. Security Interest. As security for the payment of all of the District's obligations hereunder, the District hereby grants the Corporation, its successors or assigns, a security interest in the Property. The District agrees to execute such additional documents, including financing statements, which the Corporation deems necessary or appropriate to establish and maintain the Corporation's security interest.

SECTION 9. Use. The District shall use the Property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in anyway relating to the possession, use, or maintenance of the Property.

SECTION 10. Acceptance. The District shall acknowledge receipt, inspection and acceptance of the Property by executing a "Certificate of Acceptance" in the form provided by the Corporation.

SECTION 11. Corporation's Inspection. Upon forty-eight (48) hours prior notice, the Corporation shall at any and all times during normal business hours have the right to enter into and upon the District's premises where the Property is located for the purpose of inspecting the same or observing its use. The District shall give the Corporation immediate notice of any attachment or other judicial process affecting the Property.

SECTION 12. Property Selection and Ordering. The District has selected or will select the type and quantity of the Property purchased hereunder. The Corporation shall not be liable for, nor shall the validity, enforceability or effectiveness of this Installment Sale be affected by, any delay in or failure of delivery of the Property. The District acknowledges that it is solely responsible for determining the suitability of the Property for its intended use. The Corporation shall have no duty to inspect the Property. If the Property is not properly installed, does not operate as represented or warranted by the Supplier, or is unsatisfactory for any reason, the District shall make any claim on account thereof solely against the Supplier. The District hereby assumes the risks, burdens and obligations to the Supplier on account of nonacceptance of the Property.

SECTION 13. Disclaimer of Warranty. THE CORPORATION NOT BEING THE MANUFACTURER OR SUPPLIER OF THE PROPERTY NOR A DEALER IN SIMILAR PROPERTY, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, DURABILITY, FITNESS FOR USE, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT, AND AS BETWEEN CORPORATION AND THE DISTRICT, ALL PROPERTY SHALL BE ACCEPTED AND PURCHASED BY THE DISTRICT "WHERE IS," "AS IS," AND "WITH ALL FAULTS," AND THE CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN. THE DISTRICT AGREES TO SETTLE DIRECTLY SUCH CLAIMS WITH THE SUPPLIER AND WILL NOT ASSERT ANY SUCH CLAIMS AGAINST THE CORPORATION.

SECTION 14. Alterations and Attachments. All additions and improvements that are made to the Property shall belong to and become the property of the District and part of the Property, subject to the security interest of the Corporation, except that separately identifiable attachments added to the Property by the District may remain the property of the District and not subject to this Installment Sale as long as (i) the attachment is paid for in full by the District and (ii) the District agrees to remove the attachment and restore the Property to substantially as good condition as when received, normal wear and tear excepted, if and when the Property may be returned to the Corporation.

SECTION 15. Relocation. The District shall provide the Corporation prior written notice of its intent to relocate the Property. The District assumes all risks of loss to the Property attendant to its movement and relocation. The Property location shall be under the District's full control for its own governmental purpose.

SECTION 16. Maintenance and Repairs. The District, at its own cost and expense, shall furnish necessary labor and materials to maintain the Property in good repair, condition, and working order. The District's obligations to maintain the Property does not relieve the Supplier of its responsibility to fully perform with respect to all applicable Property warranties and guarantees.

SECTION 17. Risk of Loss; Damage; Destruction. With the exception of acts resulting from intentional misconduct or gross negligence by the Corporation, its agents and representatives, the District

hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever. No loss or damage to the Property or any part thereof shall impair any obligation of the District under this Installment Sale, which shall continue in full force and effect.

SECTION 18. Physical Damage/Public Liability Insurance. The District shall keep the Property insured, as nearly as practicable, against risk of loss or damage from any peril covered under an "all-risk" insurance policy for not less than the replacement value thereof, and the District shall carry public liability and property damage insurance covering the Property. All said insurance shall be in form and amount and with reputable companies and shall name the Corporation as an additional insured and loss payee. The District shall pay the premiums therefore and deliver certification of said policies to the Corporation. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Corporation, that it will give the Corporation thirty (30) days' written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance, at the option of the District, shall be applied: (a) toward the replacement, restoration, or repair of the Property, or (b) toward payment of the total remaining obligations of the District hereunder; provided, however, that the District shall be responsible for the amount by which such insurance proceeds are insufficient to satisfy the cost of option (a) or option (b) above, as applicable. Should the District replace, restore, or repair the Property as set out in option (a) above, this Installment Sale shall continue in full force and effect. The District may self-insure up to specified limits as evidenced by a certificate of self-insurance in form and amount acceptable to the Corporation. Any self-insurance program in which the District is a participant shall comply with the provisions under this Installment Sale respecting cancellation and modification and payment of losses to the Corporation as its respective interests may appear. Such self-insurance shall be maintained on a basis which is actuarially sound as established by the District's risk manager or an independent insurance consultant which determination shall be made annually. Any deficiency shall be corrected within sixty (60) days of the District becoming aware of such deficiency.

SECTION 19. Liens and Taxes. The District shall keep the Property free and clear of all levies, liens, and encumbrances and shall promptly pay all fees, assessments, charges, and taxes (municipal, state and federal), including personal property taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Property, excluding, however, all taxes on or measured by the Corporation's income.

SECTION 20. Indemnity. Subject to California law concerning contribution and enforceability of indemnifications, the District shall indemnify the Corporation against and hold the Corporation harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the selection, possession, use, operation, or return of the Property excepting that the District shall not be required to indemnify the Corporation in the event that such liability or damages are caused by the gross negligence or intentional misconduct of the Corporation, its agents or representatives.

SECTION 21. Events of Default. The term "Event of Default", as used in this Installment Sale, means the occurrence of any one or more of the following events: (a) the District fails to make any Installment Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by the Corporation; (b) the Corporation discovers that any statement, representation or warranty made by the District in this Installment Sale or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or

erroneous in any material respect; or (c) the District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. Remedies. Upon the District's failure to cure an Event of Default within ten (10) days after the Corporation's written notice thereof, the District's rights under this Installment Sale shall terminate and the Corporation will become entitled to retain all Installment Payments previously paid and to declare the principal component of all remaining Installment Payments, together with accrued interest at the rate specified in Exhibit B from the immediately preceding Installment Payment date upon which payment was made, to be immediately due and payable, whereupon the same shall become due and payable. The Corporation may also pursue all of its available remedies at law and in equity including, but not limited to, the repossession and sale of the Property. No right or remedy conferred upon the Corporation is exclusive of any other right or remedy, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

SECTION 23. Non-Waiver. No covenant or condition to be performed by the District under this Installment Sale can be waived except by the written consent of the Corporation. Forbearance or indulgence by the Corporation in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by the District of said covenant or condition is complete, the Corporation shall be entitled to invoke any remedy available to the Corporation under this Installment Sale or by law or in equity despite said forbearance or indulgence.

SECTION 24. Assignment. The District shall not (a) assign, transfer, pledge, or hypothecate this Installment Sale, the Property, or any part thereof, or any interest therein, or (b) lease or lend the Property or any part thereof except with the prior written consent of the Corporation which, in the case of leasing, shall not be unreasonably withheld; provided such leasing shall not affect the tax-exempt status of the interest components of the Installment Payments payable by the District hereunder. No such pledge, assignment, lease or any other transfer shall in any event affect or reduce the obligation of the District to make the Installment Payments due hereunder. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Corporation shall not assign its obligations under this Installment Sale with the exception of its obligation to issue default notices and its obligations pursuant to Section 28. The Corporation may assign its right, title and interest in this Installment Sale, the Installment Payments and other amounts due hereunder and the Property in whole or in part to one or more assignees or subassignees at any time, without the consent of the District. Any such assignment by the Corporation or its assigns shall comply with the requirements of Sections 5950-5955 of the California Government Code. No such assignment shall be effective as against the District unless and until the Corporation shall have filed with the District a copy of such assignment or written notice thereof. The District shall pay all Installment Payments hereunder pursuant to the direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the District. During this Installment Sale term, the District shall keep a complete and accurate record of all such assignments or notices of assignment. Subject to the foregoing, this Installment Sale inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

SECTION 25. Ownership. The Property is and shall at all times be and remain the sole and exclusive property of the District, subject to the security interest of the Corporation. The Corporation shall take all

actions necessary to insure that legal title to the Property being acquired by the District hereunder, whether by the District or by a third party acting on behalf of the District, is vested in the District.

SECTION 26. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may now be or hereafter become in any manner affixed or attached to or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

SECTION 27. Prepayment Option. If the District is not in default of any term, condition or payment specified hereunder, the District may exercise options to prepay this Installment Sale for not less than all of the Property in "as-is" and "where-is" condition on the specified dates and for the specified amounts set forth in Exhibit B. Each prepayment option payment specified for a particular date is in addition to the Installment Payment due on the same date.

SECTION 28. Release of Liens. Upon the District making all of the Installment Payments scheduled herein, the Corporation, its successors or assigns shall cause the release of all liens, encumbrances or security interests on the Property created pursuant to the Corporation's rights under this Installment Sale.

SECTION 29. Tax Covenants.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall assure that the Installment Sale Proceeds are not so used as to cause this Installment Sale to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) No Arbitrage. The District will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Installment Sale, would have caused this Installment Sale to be an "arbitrage bond" within the meaning of Section 148(a) of the Code of the Internal Revenue Code of 1986 (as amended) (the "Code").

(d) Federal Guarantee Prohibition. The Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The Installment Sale Proceeds used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Bank Qualified. The District hereby designates this Installment Sale for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations

to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Installment Sale, has been or will be issued by the District, including all subordinate entities of the District, during calendar year 2022.

SECTION 30. Extraordinary Costs. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees (which may be the allocable cost of in-house counsel), incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

SECTION 31. Severability. If any provision of this Installment Sale shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Installment Sale, unless elimination of such provision materially alters the rights and obligations embodied in this Installment Sale.

SECTION 32. Entire Agreement. This Installment Sale and any agreements that specifically refer to this Installment Sale that are duly executed by authorized agents of the parties hereto constitute the entire agreement between the Corporation and the District, and it shall not be further amended, altered, or changed except by a written agreement that is properly authorized and executed by the parties hereto.

SECTION 33. Notices. Service of all notices under this Installment Sale shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

SECTION 34. Titles. The titles to the Sections of this Installment Sale are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 35 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Property hereby purchased or intended so to be or for carrying out the expressed intention of this Installment Sale.

SECTION 36. Execution in Counterparts. This Installment Sale may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

SECTION 37. Time. Time is of the essence in this Installment Sale and each and all of its provisions.

SECTION 38. Agreement Interpretation. This Installment Sale and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their authorized agents to execute this Installment Sale on the dates specified below.

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

PALMDALE WATER DISTRICT
2029 E Avenue Q
Palmdale, CA 93550

By _____

By _____

Title _____

Title _____

Date _____

Date _____

**EXHIBIT A
PROPERTY DESCRIPTION**

<i>Year</i>	<i>Project Budget Description</i>	<i>Project Type</i>	<i>Estimation</i>
Water Treatment Plant Projects			
2022	Onsite Chlorine Generator	Replace/New Equip.	145,000
2024	Electric forklift for WTP	Replace/New Equip.	15,000
		Subtotal:	160,000
Vehicle Replacements			
2021	V-04 1991 Dump Truck	Replace/New Equip.	150,000
2024	V-24 1988 Crane - Newer Crane	Replace/New Equip.	157,000
2023	2nd Vacuum Trailer	Replace/New Equip.	160,000
		Subtotal:	467,000
Information Technology			
2020	Intranet Redesign	Studies & Planning	50,000
2020	Personnel Emergency Notification System	Studies & Planning	40,000
2021	Data Warehousing	Replace/New Equip.	60,000
2023	SCADA Analysis	Studies & Planning	100,000
2022	Citrix - Seamless apps across multiple platforms	Studies & Planning	50,000
		Subtotal:	300,000
Meter Technology			
	AMR/AMI Equipment and Software	Replace/New Equip.	335,500
	520M Endpoint Radios and Register Conversion (Qty. 3,250)	Replace/New Equip.	812,500
	Meter Lids (Qty. 3250)	Replace/New Equip.	325,000
		Subtotal:	1,473,000

Total Asset/Infrastructure Project Requests 2,400,000

EXHIBIT B
INSTALLMENT PAYMENT SCHEDULE

Payment Schedule: Payable semi-annually in arrears

3.50%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$263,700.83	\$221,700.83	42,000.00	
2		263,700.83	225,580.59	38,120.24	
3		263,700.83	229,528.25	34,172.58	
4		263,700.83	233,545.00	30,155.83	
5		263,700.83	237,632.04	26,068.79	
6		263,700.83	241,790.60	21,910.23	1,010,222.69
7		263,700.83	246,021.93	17,678.90	764,200.76
8		263,700.83	250,327.32	13,373.51	513,873.44
9		263,700.83	254,708.04	8,992.79	259,165.40
10		263,700.83	259,165.40	4,535.43	0.00
TOTALS:		<u>\$2,637,008.30</u>	<u>\$2,400,000.00</u>	<u>\$237,008.30</u>	

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

PALMDALE WATER DISTRICT
2029 E Avenue Q
Palmdale, CA 93550

By _____

By _____

Title _____

Title _____

Date _____

Date _____

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

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

October 4, 2022

This refresh will include an upgrade of critical system components and cabling infrastructure along with the addition of cameras with audio support for streaming and video recordings of training sessions or meetings. Upon completion, DCA will provide comprehensive training and full system documentation.

The new system will include the following:

- Video routing, interface, and control with the user interface running on owner supplied iPad touch screens. Network control is also available for remote meeting administration.
- New amplification and speakers.
- A dedicated pair of speakers are included as support for video presentations.
- Individual audio monitors are provided at each Board Member position. These will feature Mix minus technique to minimize feedback at each station.
- Voting will be enabled by the control system utilizing District supplied iPad touch screens. A video conferencing camera system is included that will also run on the control system.
- Streaming and recording of meetings are enabled by an AJA HELO stand-alone appliance.
- A beamforming microphone array will be installed for video conferencing and/or streaming of training sessions or meetings to pick up audience members.
- A pair of handheld/stand mounted wireless microphones are included for audience participation of live meetings.
- ADA required Assisted Listening System (ALS) is included with four listening stations.

Once completed, the District will have a modern audio-visual system meeting our current needs as well as future needs. After one year of warranty, staff recommends using DCA for continued annual maintenance and support.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.
This item directly relates to the District’s Mission Statement.

Budget:

Capital Expenditure: \$137,569.15.
Annual O&M Cost: \$9,720.00.

Supporting Documents:

- DCA Final Proposal
- DCA Service Proposal

David Carroll Associates, Inc.
Greg Kirkland Business Development
5547 Satsuma Ave. North Hollywood CA 91601
Cell 818-455-6184
www.davidcarroll.com

Palmdale Water District Boardroom Design/Build Services Proposal

PROJECT SCOPE

Palmdale Water District A/V System design/build integration for existing Boardroom. PWD currently has a dated A/V installation that is unstable and no longer suits the needs of the stakeholders. The system lacks labeling, and documentation rendering maintenance next to impossible. This refresh will include an upgrade of critical system components and cabling infrastructure along with the addition of cameras with audio support for streaming and video recordings of meetings.

SERVICES AND SCOPE OF WORK

DCA will provide audiovisual design, systems engineering, fabrication, installation, programming, training, and documentation services in support of **Palmdale Water District** AV program requirements. Services proposed by DCA shall include the specific tasks and deliverables described in the Sections below.

- Design & Construction Documentation
- System Description
- Installation & Integration

Design & Construction Documentation

DCA will prepare documents comprising of technical specifications and systems drawings detailing system functional requirements, system performance requirements, and installation standards of the audiovisual systems throughout the project. These documents will serve as a guide for the AV installation.

- AV equipment and infrastructure placement onto architectural drawings
- AV device architectural integration details, as required
- AV system Schematic and engineered system documents in AutoCAD
- Equipment list and Equipment rack component layouts
- Complete list of specified system components including manufacturer's datasheets
- Generate finalized electrical load and heat calculations
- Produce a complete set of facility impact and design documents including: J-Box plans, conduit locations RCP, and fill specification as required
- Equipment placement plans and sections indicating locations and details for specified system components
- Attend Design Review or Coordination Meetings as needed concerning the AV infrastructure and AV systems designs

System Description

Following is the AV Systems Scope as determined in client and stakeholder meetings:

- System to include Video routing, interface, and control utilizing the QSC Q-SYS platform with the user interface running on owner supplied iPad touch screens. Network control is also available for remote meeting administration.
- System to include new amplification and speakers to be controlled by QSC Q-SYS digital matrix and control system.
- A dedicated pair of speakers are included as support for video presentations.
- Individual audio monitors are provided at each board member position. These will feature Mix minus technique to minimize feedback at each station.
- Voting will be enabled by Q-SYS control system utilizing owner supplied iPad touch screens. A video conferencing camera system is included that will also run on the Q-SYS control system.
- Streaming and recording of meetings are enabled by an AJA HELO stand-alone appliance. Also to be controlled by Q-SYS.
- A beamforming microphone array will be installed for video conferencing and/or streaming of meetings to pick up audience members.
- A pair of handheld/stand mounted wireless microphones are included for audience participation of live meetings.
- ADA required Assisted Listening System (ALS) is included with 4 listening stations.

Installation & Integration

The advantages of awarding an integration project to David Carroll Associates, Inc. generates tremendous value to the end-user. There is no room for subjective build decisions as the DCA design/build team has thoroughly flushed out the use-case requirements and solutions through a carefully executed and proprietary design process. As a result, the end-user can be assured their best interests are maintained throughout the entire process from initial design through installation and systems handoff.

DCA is proud of the carefully crafted AV design/build projects delivered to our discriminating clients. We are prepared to provide references for similar projects upon request.

INTEGRATION SCOPE

- Detailed Engineering
- Project Management
- Procurement
- Site Coordination
- Site Deployment as required including ladders, scaffolding, tools, supplies, protection, etc.
- Complete Systems Integration
- Programming/Testing/Debugging
- System Commissioning/Training
- Full Systems Documentation
- Initial Warranty Support

DELIVERABLES

- Equipment Data/Spec Sheets
- Engineering Documentation
- Systems Integration
- Site Acceptance Test Submittal
- As-Built Drawing Submittal
- Operations Manual
- Warranty Statement

PROJECT ASSUMPTIONS and CONDITIONS

1. Owner Furnished Equipment (OFE)
DCA is Not responsible for OFE and will incorporate into the design and programming of finished system.
2. Assumptions
 - a. Video Conferencing software licensing and management is the responsibility of PWD
 - b. Network engineering including wifi required for all deployable systems is the responsibility of PWD
 - c. AC and Wired network connectivity provided
 - d. Cable Pathways are accessible for all required cable runs
 - e. No wall or above t-bar ceiling obstructions
 - f. DCA is not responsible for damage to ceilings, floors, walls, paint, carpet, etc.
DCA expert installers will take great care in executing our work and provide protective measures wherever possible
 - g. Wifi/Network connectivity is required during our work for our staff
 - h. Parking including access for unloading/loading and duration of installation
 - i. No acoustic treatments are included
 - j. No window or wall treatments are included
 - k. No Core-Drilling is included
 - l. No building permits are required
3. Access
 - a. DCA requires access to perform our work during normal business hours
 - b. Clean and dust free environment is required to perform our installation
 - c. Secure space for equipment, supplies and tools during our installation
4. Travel
 - a. Travel time will be billed extra. Should it be determined that the crew can be more efficient by staying overnight in Palmdale, hotel expenses will be billed at cost at the end of the project.

FUNCTIONAL DESIGN

The design as indicated within this proposal shall serve as a definition of functional requirements. DCA shall have the freedom to make changes to better provide functionality within the budget. DCA may make equipment changes based on product availability and schedule with approval from client.

WARRANTY SUPPORT

A one-year warranty on our workmanship is provided and all manufacturer's warranty terms are passed through to the end user.

A comprehensive Preventative Support Program including remote access is available for on-going system maintenance.

SUPPLY CHAIN MARKET CHALLENGES

Due to market supply chain challenges, manufacturer's products availability and pricing are unpredictable. Products specified and quoted and not guaranteed until manufacturer's confirmation with receipt of order. DCA reserves the right to make changes if necessary, to meet agreed upon functionality. Changes in manufacturer's equipment and pricing may require Change Order(s).

CHANGE ORDERS

Client is expected to review and respond to all Change Orders within 48 hours. Delays in review and subsequent approvals or required system engineering redesign may result in project delays and added cost to the project.

TURNKEY COST

Total cost including all equipment, materials, professional services, and taxes

\$137,569.15

The following pages provide detail of all equipment, labor, services, and taxes reflected in the above figure.

TERMS

50/40/10

50% upon receipt of order, 40% upon substantial completion, 10% upon delivery/acceptance

All Invoices NET30

SCHEDULE

DCA expects this project to come within a one month to six-week duration for the engineering and installation phase. As supply chain issues are still with us, we cannot guarantee an exact start date until all ordered equipment is scheduled to be received. At this point most equipment can be available in a two-month window from the middle of October to the middle of December. Once all equipment is on order, we can better determine a scheduled start date.

CLOSING

DCA has a prestigious history designing and delivering high quality AV conference rooms and presentation systems for many clients including, UC Berkeley, Dropbox, Apple, Netflix, and LinkedIn. We design, build, and support a wide range of technical facilities from simple conference rooms to elaborate broadcast centric All-Hands environments featuring direct view LED walls, digital signage, and robotic, remote controlled camera systems.



Thank you for the opportunity to present this proposal.

Best regards,

Greg Kirkland

David Carroll Associates, Inc.

5547 Satsuma Ave, North Hollywood, CA 91601 | Tel. 510.235.1256 | Fax 510.235.5636 | Cell 818-653-4765



David Carroll Associates, Inc.

Phone: (510) 235-1256
 Fax: (510) 235-5636
 1569 Solano Ave, PMB 186
 Berkeley, CA 94707

Quote

No.: **8132**
 Date: 7/8/2022

Prepared for:

Prepared by: Greg Kirkland

Account No.: 1961

Palmdale Water District
 2029 East Avenue Q
 Palmdale, CA 93550 USA

Quantity	Item ID	Description	UOM	Sell	Total
VIDEO/CONTROL:					
2	QSC/NC-12x80	12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	EA	\$3,170.59	\$6,341.18
2	QSC/NC-20x60	20x Optical Zoom 60° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket.	EA	\$3,800.00	\$7,600.00
3	QSC/NV-32-H (Core Capable)	4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board	EA	\$2,941.18	\$8,823.54
1	AJA/HELO-PLUS-R0	H.264/MPEG-4 HD/SD Recorder and Streaming Appliance with 3G-SDI and HDMI In/Out	EA	\$1,499.12	\$1,499.12
1	QSC/TSC-70-G3	Q-SYS 7" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	EA	\$1,305.88	\$1,305.88
AUDIO:					
1	QSC/Core 110f	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dua	EA	\$2,941.18	\$2,941.18
1	Shure/MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	EA	\$3,707.06	\$3,707.06
1	Listen Technologies Corporation/LS-54-07 2	Listen iDSP Prime Level II Stationary RF System (72 MHz)	EA	\$1,557.65	\$1,557.65
2	Sennheiser/508752	EW-D 835-S SET (R4-9) Digital wireless handheld set.	EA	\$657.65	\$1,315.30
1	RF Venue/D-ARC	Diversity Architectural Antenna for UHF Wireless Microphones (White, 470 to 616 MHz)	EA	\$582.35	\$582.35
2	QSC/SPA4-100	1/2 RU 4 Channel ENERGY STAR amplifier / Multichannel Operation 100 watts into 8? & 4?, Bridged pair operation 200 watts into 8? & 4?, and 350 watts i	EA	\$791.76	\$1,583.52

QuoteNo.: **8132**

Date: 7/8/2022

Quantity	Item ID	Description	UOM	Sell	Total
2	QSC/AD-S8T-WH	8" Two-way surface speaker, 70/100V transformer with 80 bypass, 105° conical DMT™ coverage, includes X-Mount™ and weather input cup. Color - White. Available in black or white.	EA	\$475.59	\$951.18
4	QSC/AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 80 bypass, 110° conical coverage, includes C-ring and rails for blind mount installation. Price Priced individually but must be purchased in pairs	EA	\$109.94	\$439.76
8	RDL/D-PSP1A	DecoraStyle Active Loudspeaker Format	EA	\$198.79	\$1,590.32
2	RDL/RU-BNFP	Format A BiDirectional Network Interfac	EA	\$674.75	\$1,349.50
8	RDL/DC-1W	Desktop or Wall Mounted Chassis for Deco	EA	\$57.45	\$459.60
HARDWARE, CABLE, INSTALLATION ITEMS:					
1	QSC/NS26-1440++	26-port network switch preconfigured for Q-SYS Audio, Video and Control with 24x PoE++ ports and 1440 Watts PoE budget. Features advanced QoS and IGMP	EA	\$3,976.47	\$3,976.47
1.00	Hardware and Materials	Cable for Room, Inter rack wiring	EA	\$3,125.00	\$3,125.00
1.00	Hardware and Materials	Misc hardware, parts, connectors, and mounting	EA	\$1,243.75	\$1,243.75
1.00	Hardware and Materials	Regulated 24V DC power Supply - Din Rail mount, make/model TBD	EA	\$147.50	\$147.50
40.00	Labor:Project Management	Project Management	HR	\$175.00	\$7,000.00
172.80	Labor:Installation	Systems Installation	HR	\$110.00	\$19,008.00
86.40	Labor:Site Supervisor/Superintendent	Site Supervisor/Superintendent	HR	\$125.00	\$10,800.00
144.00	Labor:Engineering	Design, Engineering and Documentation	HR	\$175.00	\$25,200.00
92.00	Labor:Programming	Custom controls programming	HR	\$195.00	\$17,940.00
24.00	Labor:Administration	Admin	HR	\$95.00	\$2,280.00

Your Price:	\$132,767.86
Sales Tax	\$4,801.29
SubTotal:	\$137,569.15
Total:	\$137,569.15

Prices are firm until 8/7/2022

Terms: Net 30

Prepared by: Greg Kirkland, gkirkland@davidcarroll.com**Date:** 7/8/2022

Accepted by: _____

Date: _____

Disclaimer

*The Disclaimers & Assumptions listed herein are intended to be applicable as needed and appropriate to the nature and scope of this transaction.

Sale Disclaimers -

Product availability is dependent upon manufacturer's stock and/or lead times.

DCA is not responsible for application to purpose unless otherwise agreed upon in writing

Drop Shipments – Client must thoroughly inspect, test and verify product integrity within 72 hours of delivery. DCA is not responsible for damage present upon receipt. Any damage discovered must immediately be reported to DCA upon discovery. Damage claims must be handled directly with shipper/supplier.

DISPLAYS – drop shipment(s) of displays – when driver arrives, customer must inspect and test PRIOR to signing the BOL. Do NOT sign the BOL without proper inspection. Once the BOL is signed, insurance is waived and the sale is final.

Equipment Only Sales – NO professional services are included

Project Disclaimers -

Change Orders – Change Order(s) will be issued for any unforeseen site conditions and/or changes in scope of work, which occur during the course of the installation, and must be approved within 24 hours within receipt for work to continue

Final Shipping and Taxes will be added at the time of invoicing

DCA is not responsible for damage to ceilings, floors, walls, paint, carpet, etc. (DCA expert installers will take great care in executing our work and provide protective measures wherever possible).

Owner Furnished Equipment (OFE) – DCA is not responsible for the received condition of OFE – all OFE is assumed to be in good, functional working order in keeping with product intended use. All OFE will be tested by DCA Engineering to verify application to purpose. Testing fees may apply.

Functional Design – the design as indicated within this proposal/quote shall serve as a definition of functional requirements. DCA shall have the right to make changes to said design in order to provide comparable/appropriate functionality within the budget. DCA may make equipment changes based on product availability and schedule.

Project Site Assumptions -

Access – normal business hours, parking, loading, freight elevator

Point of Contact – during onsite work, client shall provide a single point of contact

Electrical – Electrical circuits and outlets are assumed to be present and functioning

Clean, Dust Free & Safe – it is client responsibility to provide a clean, dust free and safe environment for DCA staff to perform required work

Building Permits – not required

WIFI/Network Connectivity – client to provide network and internet access

A secure location to store equipment, tools and/or project related gear within close proximity to project location will be provided by client and must be pre-approved as suitable by DCA



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Technical Support Services Proposal 2023-2024



David Carroll Associates, Inc.
Your Technology Integrator

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2. INTRODUCTION

David Carroll Associates is pleased to propose a technical support and maintenance service contract for delivered and installed AV Systems in the Palmdale Water District Boardroom facility. It is customary for our clients to add additional service coverage to protect their system and guarantee priority service.

We have prepared the following service and support program for your consideration. The proposed program includes support services to cover the DCA-installed systems at Palmdale Water District in Palmdale, California. The intent of this program is to provide Palmdale Water District with additional ongoing services to improve the uptime performance of the systems and to provide technical support for the Palmdale Water District technical staff.

The services program includes the following features:

1. Emergency on-site service
2. Routine on-site service
3. Preventative maintenance
4. Remote support
5. Service Coordination and Status Reporting

3. PROPOSED SERVICE PROGRAM

DCA will provide support and maintenance services for the audiovisual equipment and systems installed at the Palmdale Water District Boardroom. Service and support are intended to cover break/fix routine or emergency incidents, routine preventative maintenance and remote support.

Major system upgrades and project work are out of scope of the program.

A. ROUTINE ON-SITE SERVICE AND REPAIRS

Routine on-site service enhances or restores system functionality but is not considered time critical. Services within the routine service category include non-critical break/fix repairs, administer manufacturer warranties, and preventative maintenance.

When a routine repair is needed, a designated Palmdale Water District representative will contact DCA Service via DCA support e-mail and will provide a detailed description of the problem. The problem description will include the subsystems affected, related equipment serial numbers, and functional description of the problem.

The Request for Service procedure is outlined in section 4 of this document.

The DCA service department will review the request and will respond by email or phone call to the requestor within 4 hours, during Regular Business Hours.

If the problem resolution requires dispatch of a service technician to the site, DCA will dispatch a technician, or a team of technicians as appropriate, within 2 Regular Business Days of the initial request.

B. EMERGENCY ON-SITE SERVICE

Emergency status is to be determined by the Palmdale Water District Designated Service Representative and communicated at the time of the request for service. DCA's service technician will arrive on site within 12 Regular Business Hours of a request for service.

Upon arrival on site, DCA will solve the problem immediately or find a workaround, if possible, if the means to solve the problem are not immediately available. DCA's service technician will inform Palmdale Water District's Designated Service Representative of any expected delay caused by failed equipment replacement, special parts ordering, equipment shipping, etc. DCA service technician will communicate status updates, estimated time of repair and schedule return visits with the Palmdale Water District Designated Representative.

C. PREVENTATIVE MAINTENANCE

DCA will conduct preventative maintenance visits twice a year, while the service agreement is in effect.

Areas of Work: All DCA installed systems at Palmdale Water District Boardroom including AV equipment installed in rack.

During the first year, we can schedule the preventative maintenance appointments at 6 months from system sign off and near the one-year anniversary of the system hand off.

This will ensure all system components are functioning normally and allows time for any necessary repairs.

The preventative maintenance services will include the following activities:

- Clean equipment ventilation vents, fans, and filters
- Clean accessible display screens, vents, and filters
- Check projector/screen function, record lamp hours and clean filters
- Check microphone function and battery charging
- Check for error codes and logs
- Check firmware and software versions- simple updates will be performed during this visit but more complex systems will require DCA recommendation and Palmdale Water District approval and coordination
- Perform system functionality test using control panels
- Document preventative maintenance services performed during visit and recommendations
- Send Health Check Report to Palmdale Water District Designated Representative

D. REMOTE SUPPORT-INCLUDED

DCA will integrate a remote management system for your convenience.

It is a valuable time saving service that can facilitate remote troubleshooting and diagnosis of your system. This allows our engineers to remote into the AV system to conduct troubleshooting, programming updates, and determine if it is necessary to dispatch a tech to your site.

When practical, DCA may perform service work via a remote connection.

Remote support work may be in response to a service request or in support of preventative maintenance activities. Any remote support activities will be closely coordinated with designated Palmdale Water District staff members.

Remote support will be billed in 15 minute increments at the Routine Service rates, unless it is in support of an emergency incident then it will be billed at the Emergency Service rates.

E. COORDINATION AND STATUS REPORTING

DCA will coordinate all service work with Palmdale Water District designated staff. The coordination will include assessing the impact of service tasks on the system operability status and seeking approval from Palmdale Water District before scheduling service visits that may temporarily impact the functionality of the system. Coordination may also include scheduling operational validation of the systems with Palmdale Water District technical staff after the systems have been serviced but before the systems are returned to normal operations.

F. SERVICE UTILIZATION REPORTING

DCA will generate a usage report as services are rendered listing the charges against the service agreement including the balance remaining.

4. REQUEST FOR SERVICE: PROCEDURES

1. Authorized Requestor: Palmdale Water District must provide a list of personnel who are authorized to request service on the Palmdale Water District's behalf.
DCA will only accept service requests from these pre-designated individuals.
Our ticketing system recognizes the emails of these individuals and automatically creates a ticket and issues alerts to our technical staff.
2. All requests for service, either Emergency or Routine, must be emailed to:
support@davidcarroll.com.
Always include "EMERGENCY" in the subject line for priority service. Service level agreement is void if service requests are directed in any other way, for example to a DCA employee's email or telephone.
3. The DCA service department will review the request and will respond to the requestor via email or phone call within 4 hours, during Regular Business Hours.
4. If problem resolution requires dispatch of a service technician to the site, DCA will dispatch a technician or a team of technicians, as appropriate, within 48 Regular Business Hours of the initial request.
5. If an estimate is requested at the time-of-service request, DCA will provide a statement of work with an estimate of time and other costs, in the form of a Quote (estimate) via email to the requestor. Quotes must be approved prior to scheduling the work. Quote/estimates are non-binding. Invoices are written for actual time and materials consumed.

6. If an estimate is NOT requested at the time of the service request, DCA will immediately schedule the work.
7. DCA reserves the right to make changes in process to improve service.

5. TERMS AND CONDITIONS

1. **Term:** The term of the agreement is from 01/01/2023 through 02/28/2024
Services will commence on date of acceptance and receipt of Purchase Order.
2. **Payments:** A Purchase Order in the amount **\$9750.00** is required to start the service agreement.
Charges will be invoiced for services as they are completed. Invoices are due NET 30. Please note that tax and shipping are billed at the time of invoicing and are not included. If the funds authorized in the Purchase Order are depleted, DCA will release a revised estimate for services, and will request additional funds to be added to the original Purchase Order to cover the remainder of the service period.
3. **Renewal:** At the end of the Term, the contract may be renewed. DCA will provide a revised service estimate based on a projection of services utilization within the requested term.
4. **Expiration:** If the contract is not renewed and it expires, any incurred charges during the period before expiration will be invoiced, and any services requested henceforth outside of the services agreement will be estimated and proposed upon request, at DCA's standard service rates. Any proposed out of contract services would only proceed upon receipt of Palmdale Water District's approval and issuance of a Purchase Order.
5. **Default:** If the invoices are more than 30 days late, DCA reserves the right to cancel the agreement. Service performed when account is in default will be invoiced directly for payment, due on receipt.
6. **Reporting:** DCA will generate a monthly report listing the charges against the agreement amount in that period.
7. **Wait Time:** Wait time due to facility inaccessibility is billable at the rate set for the incident.
8. **Minimum Charge:** Minimum Charge is 4 hours. DCA may waive minimum charge at our discretion, for example if our service technician is on the site already.
9. **Trip Fee:** DCA will charge a standard, flat fee for each visit that will cover all time, bridge tolls, parking and any other expense normally incurred in a service call unless our technicians/staff are already on site.
10. **Regular Business Hours:** Regular business hours are defined as non-holidays, Monday through Friday, from 8am to 5pm.
After-hours Support: DCA is not obligated to provide after-hours services under the agreement. DCA may perform after-hours services if mutually agreed in advance between DCA and Palmdale Water District. After-hours services are charged at Emergency rates, unless otherwise mutually agreed in advance.
Overtime: After-hours work is considered before 8am and after 5pm weekdays and will be charged at Emergency rates.
Holiday Rate: 2x regular rate applies to routine or emergency rates. Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
11. **Spare and Loaner Equipment:** Spare equipment is not included in the program. Spare equipment can be purchased under a separate purchase agreement. Loaner equipment is not specifically included in the program. If loaner equipment is required, DCA will estimate the cost

and provide the equipment only upon Palmdale Water District's acceptance and issuance of a Purchase Order for said equipment and any related services.

- 12. Equipment Repairs:** This is a labor and professional services contract only. Any costs for equipment repair or replacement will be quoted separately from this agreement. This includes parts, components, shipping, etc.
- 13. Extended Manufacturer's Warranties:** Extended equipment warranties are not included. If out-of-warranty equipment requires repair, DCA will estimate the cost of the repair and require Palmdale Water District's approval to proceed with the repair. If available, extended warranties can be purchased from the manufacturer at additional cost.
- 14. Cancellations:** Cancelled trips, if cancelled within 24 hours of the scheduled visit, will be billable at the rate set for the incident, and the trip fee will be charged.
- 15. Data back-up:** Any data backup that is necessary for these systems is the responsibility of the Palmdale Water District faculty and support staff.

6. ACCEPTANCE

The parties hereby accept the enclosed services proposal. The Service Program shall commence upon acceptance, and DCA's receipt of the associated Palmdale Water District Purchase Order.

Palmdale Water District

David Carroll Associates Inc.

Authorized Signature

Authorized Signature

Name and Title

Name and Title

Date

Date



Aqua-Metric Sales Company

4050 Flat Rock Drive | Riverside, CA 92505
Phone: (951) 637-1400 | Facsimile: (951) 637-1500

#####

Client: Palmdale Water District
Attention: Dennis Hoffmeyer
Address: 2029 East Avenue Q
City, State, Zip: Palmdale, CA 93550
Phone: (661) 947-4111
Email: dhoffmeyer@palmdalewater.org

Line No.	Item	Quantity	Unit	Extended
SmartPoint Quote				
	520M Single Port SmartPoint Radio Transmitter	3,300	\$148.00	\$488,400.00

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are not included.
8. Automatic 3% annual escalator each year.

Subtotal:	\$488,400.00
Sales Tax at 9.5%:	\$46,398.00
Total:	\$534,798.00



October 3, 2022

Aqua-Metric Sales Company

Hector Gutierrez-Account manager
4050 Flat Rock Drive | Riverside, CA 92505
Phone: (951) 637-1400 | Facsimile: (951) 637-1500

Quote for: Palmdale Water District
Attention: Dennis Hoffmeyer- Finance Manager/CFO
Address: 2029 East Avenue Q
City, State, ZIP: Palmdale , Ca, 93550
Phone: 661-456-1069
Email: dhoffmeyer@palmdalewater.org

Table with 4 columns: Quantity, Description, Unit Price, Line Total. It lists three items: B12NLGRYWATthS 3/4", B30NLGRYWATthS 1", and B36NLGRYWATthS 1.5"-2".

Summary table with 2 columns: Description, Amount. Rows include Subtotal (\$237,822.00), Shipping & Handling, Sales Tax, and Total (\$237,822.00).

This quote for the product and services named above is subject to the following terms::

- 1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding \$20,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.
7.If Modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to change



Customer Name: Palmdale Water District
Billing Address: 2029 East Avenue Q,
 City/State/Zip: Palmdale, CA 93550
Shipping Name: Palmdale Water District
Shipping Address: 2029 East Avenue Q,
 City/State/Zip: Palmdale, CA 93550
 Email: dhoffmeyer@palmdalewater.org
 Phone: 661-456-1021

Salesman: Ron Gallon
Attn: Dennis Hoffmeyer
Subject: Zenner Convert
PO:
Ship VIA: BEST WAY
FFA: No

Sales Quote

Version 2.4.4
Date: 10/3/2022

Accept Partial Shipments: Yes

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price	
Misc.	MTK03CF-ZEP-TPZ w/Coupler	3/4"	CF	TPZ	1,722	\$66.24	\$114,065.28			
Misc.	MTK07CF-ZEP-TPZ w/Coupler	1"	CF	TPZ	1,400	\$66.24	\$92,736.00			
Misc.	MTK09CF-ZEP-TPZ w/Coupler	1.5"	CF	TPZ	75	\$66.24	\$4,968.00			
Misc.	MTK12CF-ZEP-TPZ w/Coupler	2"	CF	TPZ	53	\$66.24	\$3,510.72			
Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes				
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price	
Section	Outlet Connection	FHM Add-ons								
Section	Description	Qty	Unit Price	Extended Price	Annual	List Price				
2	Flanges/Gaskets/Bolts/Kits			\$0.00	\$0.00					
3	Radio Interface Units			\$0.00	\$0.00					
4	Handheld / Cradle / Accessories			\$0.00	\$0.00					
5	Stealth AMI System Hardware and Infrastructure			\$0.00	\$0.00					
6	Software			\$0.00	\$0.00					
7	Project Management Installation/Training			\$0.00	\$0.00					
8	Accessories and other items			\$0.00	\$0.00					
9	Hydrant Meter Accessories			\$0.00	\$0.00					
Total System Cost and Annual Maintenance							\$215,280.00	\$0.00		



HydroPro Solutions, Inc

1180 East Francis Street
Ontario, CA 91761
Phone 949-910-9449

To: Chad Holt
Palmdale WD
2029 East Avenue Q
Palmdale CA 93550

Quotation

DATE September 30, 2022
Quotation # Brian Pmdl 09-30
Salesperson: Brian Jensen

Quotation valid until: 12/31/2022
Prepared by: Brian Jensen

Qty	Description	Unit Cost	AMOUNT	Part Number
Octave Module Pricing				
49	Encoder Module w/ 6' read pad	\$ 130.92	\$ 6,415.08	965-010-76

Sub Total: \$ 6,415.08
Tax: \$ 657.55
Total: \$ 7,072.63

PLEASE NOTE: This quotation is valid through 12/31/2022. We reserve the right to amend prices after this period.

If required Shipping is ESTIMATED in this quote.

A 2.5% processing fee will be applied for all credit card purchases.

All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Information Technology (IT)

Board Presentation

Jim Stanton

IT Manager

October 10, 2022



IT Mission Statement

The Palmdale Water District Information Technology (IT) Department provides IT and SCADA support for the District's computer network, including the operation, maintenance, upgrade, and repair of network hardware, District employee workstations, and mobile devices.



Responsibilities

- The primary responsibility of the IT Department is providing a safe and secure networking environment.
- Additional responsibilities include the day-to-day operation of the network and SCADA datacenters and servers, on premise and remote cloud networks, access control and camera systems, District phone system, office machines, mobile devices and software applications.



Resources

- 2 Storage Area Networks
- 3 Virtual Host Servers
- 17 Virtual Servers
- 10 Physical Servers
- 100 Desktops
- 80 Mobile Devices
- 30 Wireless Access Points
- 30 Infrastructure Devices



SCADA

- Supervisory Control and Data Acquisition (SCADA) is a control system architecture comprising computers, networked data communications and graphical user interfaces for high-level supervision of machines and processes. It also covers sensors and other devices, such as programmable logic controllers, which interface with process plant or machinery.

SCADA Resources



- 50 Sites
- 52 Mesh Radios
- 60 PLCs
- 3 Servers
- 16 Client PCs
- 10 OITS



Staff

- IT Manager – Jim Stanton, over 40 years in the IT field
- IT Specialist – Bennett Yates, over 10 years in the IT field
- GIS Coordinator – Richard Heinonen, over 15 years in the Geographic Information System (GIS) field
- Electronic Technicians – Erik Bouthillier, over 27 years, and Sal Zuniga, over 15 years in the SCADA field



Challenges

- Protecting the District data network from spyware/malware/viruses
- Meeting future, unknown, regulatory requirements
- IT is always changing – keeping skills current and relevant are always a challenge.
- Future-proofing District IT acquisitions
- Budget constraints



Questions?



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PALMDALE WATER DISTRICT
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Thank you!





PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

AGENDA ITEM NO. 8.2.a.2

CUSTOMER CARE

Tara M. Rosati
Customer Care Supervisor
October 10, 2022

WE WELCOME YOU TO PALMDALE WATER!



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

What is the role of Customer Care?

In 2015, the process to separate Customer Service and Finance departments was started in an effort to embrace a customer care culture.

- ▶ Customer Service transitioned to Customer Care, creating a new culture splitting from Finance.
- ▶ Office and field united as a team, including hybrid team members.
- ▶ Embraced a more relaxed environment, transferring that approach to our customer interaction.
- ▶ Focus was targeted on advocating for our customers.
- ▶ We empowered CCRs to “think out of the box” to more efficiently help our customers.
- ▶ Effectively assisting our customers throughout the pandemic.





FACE OF PWD



PALMDALE WATER DISTRICT
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Hybrid =
Stronger
Team



PALMDALE WATER DISTRICT
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Variance/Adjustments, Rebates and Programs offered:

- Variance for Increased Water Allocation
- Rate Assistance Program (RAP)
- Courtesy Leak Adjustment



STRATEGIC INITIATIVE NO. 6 - CUSTOMER CARE, ADVOCACY AND OUTREACH:

- Enhance customers' experience through communication and feedback
- Evaluate, develop, and market additional payment options
- Point of communication for customers' water-related public concerns
- Effectively assisting customers through pandemic



VISIT OUR 100-YEAR ANNIVERSARY LOBBY DISPLAY



CUSTOMER CARE STATISTICS

2021

	Office	Phone
CCR's Office/Field	12 + 1 temp	
Customers Served	34,000	
New Customers	2066	
Rate Assistance Applications	710	
Courtesy Leak Applications	211 = \$38,669	

Customer Appreciation Day



WATER METER

Irrigation Valves



Isolation Valves



Pressure Regulator

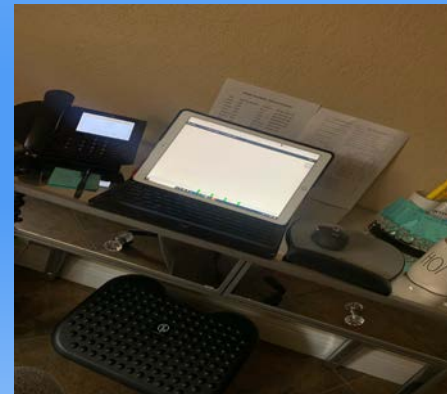
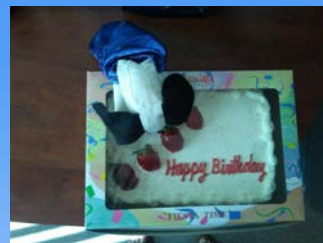


WHAT DOES A FIELD CUSTOMER CARE REPRESENTATIVE LOOK LIKE?



- Will *NEVER* accept payments
- Will have a PWD badge with picture ID
- Will drive a truck with PWD logo
- Will exchange faulty meters
- Will perform a leak check
- Will replace broken meter lids
- Will diagnose pressure complaints
- Will help locate an isolation valve
- Will be happy to assist you

WORK HARD, HAVE FUN!





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THANK YOU!

