



**CITY COUNCIL/SUCCESSOR AGENCY/HOUSING
FINANCING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
TELEPHONIC/VIRTUAL MEETING PURSUANT TO
GOVERNOR'S ORDER N-29-20
REGULAR MEETING AGENDA**

Tuesday, September 22, 2020

Regular Meeting – 5:00 p.m.

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by (insert published time) on (insert published date)
at the entrance to the Lancaster City Hall Council Chambers
44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

**City Council/Successor Agency/Financing/Power/California Choice Energy
Authority**

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

Housing Authority

Deputy Mayor/Chair Kitty Kit Yee Szeto

Vice Chair Marvin Crist

Deputy Mayor/Authority Member Cassandra Harvey

Authority Member Raj Malhi

Authority Member Ken Mann

**In response to Governor's Executive Order N-29-20, this meeting will be conducted
telephonically and video streamed live on Channel 28 and the City's website:**

<https://www.cityoflanasterca.org/connect/public-meetings>

PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE RECEIVED BY DIALING

1-877-853-5257 USING MEETING ID:959 3680 3762#

PASSWORD:949377#.

AGENDA ITEMS TO BE REMOVED

Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

In accordance with Governor's Order N-29-20, the public may observe this telephonic/ virtual meeting by listening to the live broadcast on local cable channel 28 or live stream on the City's website (<https://www.cityoflancasterca.org/connect/public-meetings>). The public may participate in the meeting by ***DIALING 1-877-853-5257 USING MEETING ID:959 3680 3762# PASSWORD:949377#***. **Individual comments are limited to three (3) minutes unless a different time limit is announced.**

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, you may fill out one speaker card for the Consent Calendar. You will be given three minutes, unless a different time limit is announced, to address your concerns before the Legislative Body takes action on the Consent Calendar.

CALL TO ORDER

City Council/Successor Agency/Financing/Power/California Choice Energy Authority

ROLL CALL

City Council Members /Agency Directors /Authority Members: Dorris, Malhi, Mann;
Vice Mayor/ Vice Chair Crist, Mayor/Chair Parris

ROLL CALL

Housing Authority Members: Cassandra Harvey, Raj Malhi, Mann; Chair Kitty Kit Yee Szeto; Vice Chair Marvin Crist

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION

HOUSING AUTHORITY - CONSENT CALENDAR

CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/POWER/CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING AGENDA

HA CC 1.Five Year Development Activity Requirement Extension

Recommendation:

Adopt **Resolution No. HA 2-20** extending the period for development or disposition of Housing Authority properties transferred from the former Redevelopment Agency pursuant to Health and Safety Code section 34176.1

The City, through its Housing Authority, is acting as the housing successor agency. Section 34176.1, subdivision (e), requires that, for former Redevelopment Agency housing properties, the Housing Authority must comply with Health and Safety Code section 33334.16, which requires that the Redevelopment Agency (now the Housing Authority) either initiate development on or sell properties acquired with Low and Moderate Income Housing Funds of the former Redevelopment Agency within five years. Accordingly, since the initial five-year time limit set forth in Health and Safety Code section 33334.16 has now elapsed, the Housing Authority should adopt a resolution extending the period for development or disposition of Housing Authority properties transferred from the former Redevelopment Agency pursuant to Health and Safety Code section 34176.1, subdivision (e). The proposed extension would extend the deadline to March 2, 2023.

COUNCIL ACTIONS

MINUTES

- M1.** Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of September 08, 2020.

CONSENT CALENDAR

- CC 1.** Waived further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)
- CC 2.** Check Registers – August 23 2020 through September 5, 2020

Recommendation:

Approve the Check Registers from August 23, 2020 through September 5, 2020 in the amount of \$2, 692,182.50. Approve the Check Registers as presented.

At each regular City Council Meeting, the City Council is presented with check and ACH/wire registers listing the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via

checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

CC 3. Monthly Report of Investments – August 2020

Recommendation:

Accept and approve the August 2020 Monthly Report of Investments as submitted.

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

CC 4. Professional Services Agreement – Preparation of Housing Element and Other Required General Plan Updates

Recommendation:

Approve a professional services agreement with MIG, Inc. of Pasadena, California, in the amount of \$210,610.00 to prepare the housing element and other required updates to the existing General Plan. Authorize the City Manager, or his designee, to sign all documents. The consultant selection process was made in accordance with Government Codes 4526 and 53060.

Cities and counties are required to update their Housing Elements every eight years, and to show that they have the sites available to accommodate the housing allocation from the Regional Housing Needs Assessment (RHNA). The City's Housing Element is required to be updated by August 2021, and certified by the California Department of Housing and Urban Development by October 2021. A Request for Qualifications for the preparation of the Housing Element Update (RFQ 721-19) was issued on November 12, 2019. In addition to the RFQ being available through the City's standard purchasing procedures, it was also sent to consulting firms that prepare General Plans and Housing Elements. Responses were due no later than December 20, 2019. MIG responded and it was determined that they were qualified to perform the work required. A contract was signed for the optional tasks in the amount of \$110,433.00 on June 9, 2020. On June 17, 2020, the City received its contract for SB 2 funding from the State, and now wishes to retain MIG to prepare the remainder of the work identified in their response to RFQ 721-19. With approval of Additional Authorization No. 1, the Professional Services Agreement will be revised for a total contract amount not to exceed \$210,610.00.

CC 5. CDBG Subrecipient Agreement between the City of Lancaster and The People Concern to provide funding for Kensington Campus Infrastructure

Recommendation:

- a. Approve the CDBG Subrecipient Agreement between the City of Lancaster and The People Concern
- b. Appropriate \$150,000.00 from 2019/20 CDBG Program Year Funds
- c. Authorize the City Manager or designee to execute all contracts and associated documents, including subrecipient agreements, subject to City Attorney approval

On May 26, 2020, the City Council approved the Substantial Amendment to the 2019-2020 Community Development Block Grant (CDBG) Action Plan, in response to a thorough review of the proposed activities, consultation with Housing and Urban Development representatives, recognition of emerging City needs and the COVID-19 pandemic, enabling the City to be more responsive in meeting the needs of the community. Additionally, part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) funding to the U.S. Department of Housing and Urban Development (HUD) made available supplemental CDBG funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). By entitlement, the City of Lancaster received a special CDBG-CV allocation in the amount of \$874,303.00. On May 26, 2020, the City Council approved the Substantial Amendment to the 2019-2020 Community Development Block Grant (CDBG) Action Plan, in response to a thorough review of the proposed activities, consultation with Housing and Urban Development representatives, recognition of emerging City needs and the COVID-19 pandemic, enabling the City to be more responsive in meeting the needs of the community. Additionally, part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) funding to the U.S. Department of Housing and Urban Development (HUD) made available supplemental CDBG funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). By entitlement, the City of Lancaster received a special CDBG-CV allocation in the amount of \$874,303.00.

NEW BUSINESS

NB1. California Department of Housing and Community Development's (HCD) Senate Bill (SB) 2 Planning Grant

Recommendation:

Recognize revenue in the amount of \$310,000.00 into account number XXX-XXX-XXX, and appropriate the same amount to account number XXX-XXX-XXX.

On November 12, 2019, the City Council authorized City staff to apply for funding from the Atkins, Building Homes and Jobs Act (Senate Bill 2) to partially fund the update to the City's Housing Element. In March 2020, the City was notified that they were awarded the grant, and on June 17, 2020, the City received the official contract. The City will be utilizing this funding to prepare the required update to its Housing Element by August 2021. Part of the Housing Element is the City's implementation of the Regional Housing Needs Allocation (RHNA), which looks at sites with appropriate zoning to support a range of housing needed to meet the needs of residents. This effort will focus on the identification of sites that implement RHNA, and complete the necessary program-level environmental review to streamline the development of this housing. This grant will provide funding for the direct costs associated with these activities, and would reduce the General Fund obligation towards these efforts.

COUNCIL REPORTS

CR1. Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority

Recommendation:

Report of the proceedings and issues discussed at the August regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

CR2. Council Reports

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

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CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d) (1)
4. Desert-Candle, LP v. Frontier Homes, LLC, LASC Case No. 20STCV05178
5. Kappler v. Lancaster, LASC 18STCVO4990
6. Better Neighborhoods v. Lancaster, LASC BS175020
7. Antelope Valley Groundwater Cases Included Action:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California, County of Los Angeles, Case No. BC325201; Los Angeles County Waterworks District No. 40 v. Diamond Farming Co. Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster, Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions; Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
8. Ramos v Patino, LASC Case No. MC027974
9. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
10. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
11. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163
12. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163

13. Conference with Real Property Negotiators:
Property: APNs 3124-012-007&012
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Elassaad Walid
Under negotiation: price and terms of payment
Property: APNs 3124-012-008&009
City negotiators: Mike Livingston, Allison Burns
Negotiating parties: Ann Hiramoto
Under negotiation: price and terms of payment
14. Manzo v. Beazer Homes Holdings, LLC et al., LASC Case No. 20AVCV00297
15. Hernandez v. County of Los Angeles, et al., LASC Case No. 20AVCV00318
16. Romines v. City of Lancaster, et al., LASC Case No. 20AVCV00345
17. Mahoney v. City of Lancaster et al, LASC Case No. 20AVCV00199
18. Moujan v. City of Lancaster et al., LASC Case No. 20AVCV00205
19. Davis v. State of California, LASC Case No. 19AVCV00805

ADJOURNMENT

Next Regular Meeting:

October 13, 2020 at 5:00 p.m.

MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act and Executive Order N-29-20, the City has implemented a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility. If you need special assistance to participate in this telephonic meeting, please contact the City Clerk at (661)723-6020 or via email at aalexander@cityoflancasterca.org. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing sign language interpreters, five or more business days notice is strongly recommended. For additional information, please contact the City Clerk at (661)723-6020.

AGENDA ADDENDUM INFORMATION

On occasion items may be added after the agenda has been mailed to subscribers. Copies of the agenda addendum item will be available at the City Clerk Department and are posted with the agenda on the

windows of the City Council Chambers. For more information, please call the City Clerk Department at (661) 723-6020.

All documents available for public review are on file with the City Clerk Department.

STAFF REPORT
City of Lancaster

HA CC 1
09/22/20
JC

Date: September 22, 2020

To: Lancaster Housing Authority Members

From: Christopher Aune, Housing Manager

Subject: **Five Year Development Activity Requirement Extension**

Recommendation:

Adopt **Resolution No. HA 2-20** extending the period for development or disposition of Housing Authority properties transferred from the former Redevelopment Agency pursuant to Health and Safety Code section 34176.1

Fiscal Impact:

None

Background:

Five Year Rule

Pursuant to Health and Safety Code section 34176.1, the former low and moderate income properties were transferred to the housing successor agency. The City, through its Housing Authority, is acting as the housing successor agency. Section 34176.1, subdivision (e), requires that, for former Redevelopment Agency housing properties, the Housing Authority must comply with Health and Safety Code section 33334.16, which requires that the Redevelopment Agency (now the Housing Authority) either initiate development on or sell properties acquired with Low and Moderate Income Housing Funds of the former Redevelopment Agency within five years. Section 34176.1 provides that this five-year time limit will start on the date that the Housing Authority's Housing Asset Transfer form was approved by the Department of Finance. The Lancaster Housing Authority's Housing Asset Transfer form was approved on March 2, 2013. Accordingly, the five-year time limit has elapsed.

Extensions

Although the five-year time limit has elapsed, Health and Safety Code section 33334.16 does provide that if the Redevelopment Agency (now Housing Authority) does not initiate development activities within five years, the Housing Authority may, by resolution of its board, extend the period during which the Housing Authority may retain the property for one additional period not to exceed five years. Section 33334.16 requires that the Housing Authority adopt an extension resolution that affirms the intention of the Housing Authority's board that the property be used for the development of affordable housing. If the Housing Authority fails to initiate development activities by the end of this second five-year period, section 33334.16 requires that the Housing Authority sell the property.

Accordingly, since the initial five-year time limit set forth in Health and Safety Code section 33334.16 has now elapsed, the Housing Authority should adopt a resolution extending the period for development or disposition of Housing Authority properties transferred from the former Redevelopment Agency pursuant to Health and Safety Code section 34176.1, subdivision (e). The proposed extension would extend the deadline to March 2, 2023.

Attachment:
Resolution

CA:te

RESOLUTION NO. HA 2-20

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF LANCASTER ADOPTING RESOLUTION NO. HA 3-20, EXTENDING THE PERIOD FOR DEVELOPMENT OR DISPOSITION OF HOUSING AUTHORITY PROPERTIES TRANSFERRED FROM THE FORMER LANCASTER REDEVELOPMENT AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1(E)

WHEREAS, pursuant to Health and Safety Code (“HSC”) Section 34176, the City of Lancaster (“City”), as the entity that authorized the creation of the dissolved Lancaster Redevelopment Agency (“LRA”), elected not to retain the housing assets and functions previously performed by the LRA, and instead elected to transfer all rights, powers, assets, liabilities, duties and obligations associated with the housing activities of the LRA, excluding any amounts on deposit in the Low and Moderate Income Housing Fund, to the Housing Authority, as provided in Resolution No. 12-08 adopted on January 24, 2012; and

WHEREAS, HSC Section 34176.1(e) requires all real properties acquired by the LRA prior to February 1, 2012 and transferred to the Housing Authority to be developed pursuant to the requirements detailed in HSC Section 33334.16, with time periods commencing on the date the Department of Finance approved such properties as a housing asset; and

WHEREAS, HSC Section 33334.16 provides that within five years from the date a property is acquired with Low and Moderate Income Housing Funds, activities must be initiated consistent with the development of the property for affordable housing purposes, or the property must be sold and sales proceeds shall be deposited into the Low and Moderate Income Housing Fund (now the Low and Moderate Income Housing Asset Fund established pursuant to HSC 34176(d)); and

WHEREAS, HSC 33334.16 further states that the legislative body may extend the aforementioned property development or disposition deadline for one additional period not to exceed five years; and

WHEREAS, the former LRA transferred those real properties identified on Exhibit A (the “Properties”) which were purchased with Low and Moderate Income Funds to the Lancaster Housing Authority; and

WHEREAS, notwithstanding efforts by the Housing Authority, including updating planning and zoning for some sites, marketing, retaining consultants and other efforts, the market conditions and the loss of funds resulting from the dissolution of redevelopment agencies in California, the Housing Authority has been unable to dispose of the Properties; and

WHEREAS, under HSC 34176.1(e), the property development and disposition deadline imposed by HSC 33334.16 for the Properties, which is five years from the date the Department of Finance approved the housing assets transferred from the LRA to the Housing Authority; and

WHEREAS, the Housing Authority desires to retain the Properties for up to an additional five years to develop or dispose of the Properties as required by HSC 33334.16 and 34176.1(e).

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF LANCASTER AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Intent to Initiate Affordable Housing Activities. The Housing Authority finds and determines it is the Housing Authority's intention that the Properties be developed for affordable housing purposes, or sold to fund other affordable housing activities as permitted by the HSC.

Section 3. Approval of Deadline Extension. The Housing Authority finds and determines that the Housing Authority may retain the Properties for an additional period not to exceed five years, or March 2, 2023, for the purpose of initiating affordable housing development activities.

PASSED, APPROVED and ADOPTED this 8th day of September, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

KITTY KIT YEE SZETO
Chair
Lancaster Housing Authority

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF RESOLUTION
CITY OF LANCASTER

I, _____, _____ City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original Resolution No. HA 2-20, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

M1
09/22/20
JC



**LANCASTER
CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/HOUSING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
MINUTES
Tuesday, September 8, 2020**

CALL TO ORDER

Mayor Parris called the meeting of the Lancaster City Council/Successor Agency/Financing/Power/California Choice Energy Authority to order at 5:08 p.m.

ROLL CALL

PRESENT: City Council Members / Agency Directors / Authority Members: Dorris, Mann, Vice Mayor/Chair Crist, Mayor/Chair Parris

EXCUSED: City Council Members / Agency Directors / Authority Members: Malhi

STAFF MEMBERS:

City Manager/Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/Agency/Authority Secretary; Assistant to the City Manager, Parks, Recreation and Arts Director; Development Services Director; Finance Director; Housing Director; Chief of Police/Public Safety Director

On a motion by Council Member Mann and seconded by Vice Mayor Crist the City Council excused Council Member Malhi from Regular Meeting of September 8, 2020, by the following vote: 4-0-0-1; Ayes: Dorris, Mann, Crist, Parris; Noes: None; Abstain: None; Absent: Malhi

INVOCATION

Chris Johnson, Senior Pastor of Grace Chapel

PRESENTATION

1. Presentation on Minecraft Physics

Presenter: Sciencecraft Team

HA CC 1. FIVE YEAR DEVELOPMENT ACTIVITY REQUIREMENT EXTENSION

City Clerk announced the Lancaster Housing Authority Meeting is adjourned due to lack of quorum.

M1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Mann the City Council approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of August 11, 2020, by the following vote: 4-0-0-1; Ayes: Parris, Dorris, Crist, Mann; Noes: None; Abstain: None; Absent: Malhi

Mayor Parris discussed City of Lancaster being featured in National Fire publication regarding its response to COVID-19

CITY COUNCIL CONSENT CALENDAR

City Clerk announced procedure for public comment on the consent calendar.

No public comment at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Dorris, the City Council APPROVED the Consent Calendar as comprised, by the following vote: 4-0-0-1; AYES: Dorris, Mann, Crist; PARRIS; NOES: None; ABSTAIN: None; ABSENT: Malhi

CC 1. ORDINANCE WAIVER

Waived further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for July 26, 2020 through August 22, 2020 in the amount of \$18,068,060.53. Approved the Check Register as presented.

CC 3. MONTHLY REPORT OF INVESTMENTS - JULY 2020

Accepted and approved the July 2020 Monthly Report of Investments as submitted.

CC 4. ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION PROJECT NO. 17-012 REBID AVENUE I AT 10TH STREET WEST AND AVENUE K AT 30TH STREET WEST INTERSECTION IMPROVEMENTS, HSIPL-5419(041)

1. Approved change orders 1-11, and increase the total amount of the contract with R.C. Becker and Son, Inc., of Santa Clarita, California for Public Works Construction Project 17-012 REBID Avenue I at 10th Street West and Avenue K at 30th Street West Intersection Improvements, HSIPL-5410(041), by \$60,642.32 for a total revised contract amount of \$1,974,369.23.

2. Accepted the work constructed by R.C. Becker and Son, Inc., for Public Works Construction Project No. 17-012 REBID, Avenue I at 10th Street West and Avenue K at 30th Street West Intersection Improvements, HSIPL-5419(041), and directed the City Clerk to file the Notice of Completion for the project. Retention on this project shall be disbursed in accordance with California Public Contract Code.

CC 5. ACCEPTED AND APPROPRIATED GRANT FUNDS FOR THE CALRECYCLE TIRE-DERIVED PRODUCT GRANT

a. Approved and appropriated \$148,910 to account number 349-4631-770 for CalRecycle's Tire-Derived Product Grant that was received by the City of Lancaster. Funding will be used to purchase new material for the playground at Whit Carter Park;

b. Authorized the City Manager to execute all related documents.

CC 6. PROP A FUNDS TRADE AGREEMENT BETWEEN THE CITY OF LANCASTER AND THE CITY OF MANHATTAN BEACH, CALIFORNIA

Approved the Funds Trade Agreement between the City of Lancaster and the City of Manhattan Beach, California entered into July 28, 2020, and designated Jason Caudle, City Manager, or Designee to execute.

CC 7. LANCASTER CHOICE ENERGY 2019 POWER CONTENT LABEL AND ATTESTATION

Attested to the accuracy of information presented in Lancaster Choice Energy (LCE)'s 2019 Power Content Label (PCL) based on California Choice Energy Authority (CalChoice)'s technical review.

CC 8. RESOLUTION APPROVING LANCASTER CHOICE ENERGY'S INTEGRATED RESOURCE PLAN

Adopted **Resolution No. 20-47**, approving Lancaster Choice Energy (LCE)'s Integrated Resource Plan.

CC 9. DECLARATION OF SURPLUS LAND

Adopted **Resolution No. 20-49**, declaring certain parcels of land owned by the City of Lancaster, Lancaster Successor Agency and Lancaster Housing surplus.

NB1. RESOLUTION CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY

City Manager presented the staff report on this item.

Discussion among Council included: Mayor Parris discussed numbers being kept down by Deputy Mayor Dr. Troung and Deputy Mayor Dr. Lawrence; wanting a program in place where an organization doesn't get assistance without flu vaccinations; City of Lancaster will help churches get a program in place;

Deputy Mayor Dr. Troung discussed wearing mask, washing hands, and not touching face will help reduce mortality rates;

Deputy Mayor Dr. Stock discussed mass gatherings causing on of the reason for rising cases along with some universities that didn't have a plan in place.

Council Member Dorris discussed making sure African-American churches understand the importance of the vaccination and the myth among the African-American community/certain cultures are leery of taking vaccinations.

Deputy Mayor Stock discussed the hospital staff being required to take the flu vaccination if that brings comfort to those that are leery of taking flu vaccinations.

Mayor Parris discussed whether schools will have a vaccination program in place before requiring them to come back to school; talking with schools to see what plans are before kids are allowed to go back to school.

Deputy Mayor Tanner discussed some individuals may not know where to go to get the flu vaccination.

City Clerk announced procedure for public comment.

Addressing the Council at this time:

Marie Earhart-discussed appreciation for hard work Council is attempting to do; considering rights of individual citizens to make their own choice on whether or not to receive any kind of health treatment.

Chris Persley- discussed forty-three (43) deaths; requested release of stats on the forty-three (43) deaths and whether there were pre-existing conditions; City not consistent and not defending its people; making decisions as adults; regulation extreme for amount of deaths.

On a motion by Vice Mayor Crist and seconded by Council Member Mann the City Council adopted **Resolution No. 20-46**, a resolution of the City Council of the City of Lancaster, California, confirming the continued existence of a local emergency in the City of Lancaster, California, by the following vote: 4-0-0-1; Ayes: Parris, Dorris, Crist, Mann; Noes: None; Abstain: None; Absent: Malhi

NB2. ADOPTION OF UPDATED ELECTRICAL VEHICLE STATION RATE

Assistant to the City Manager presented the staff report on this item.

Discussion among Council included procedure for obtaining grant to cover cost.

City Clerk provided instructions for public comments.

No public comments at this time.

On a motion by Vice Mayor Crist and seconded by Council Member Mann the City Council adopted **Resolution 20-48**, approving the updated electrical vehicle station rate for networked level two charging stations and creating a rate for city owned fast charging stations, by the following vote: 4-0-0-1; Ayes: Dorris, Mann, Crist Parris; Noes: None; Abstain: None; Absent: Malhi

CA1. CONSIDER NOMINATION AND APPOINTMENT OF SHAWN CANNON AS COMMISSIONER TO THE SOCIAL EQUITY COMMISSION.

Discussion among the Council included: meeting with nominee and belief that he will work out; talked about need to represent the entire city and nominee seemed applicable to that.

City Clerk announced procedure for public comment.

Addressing the Council at this time:

Marie Earhart discussed being American and voting for representation for those that represent the United State Constitution; voting those who are for U.S. heritage and history; consideration of vote next election.

On a Motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council approved nomination and appointment of Shawn Cannon as Commissioner to the Social

Equity Commission, by the following vote: 4-0-0-1; Ayes: Dorris, Mann, Crist, Parris;
Noes: None; Abstain: None; Absent: Malhi

CR1. COUNCIL REPORTS

Vice Mayor Crist gave report which included discussion of AVTA service kick-off to Lake Los Angeles, Little Rock and Pear Blossom by way of call in service; performed cost analysis; ability to purchase smaller buses by way of grants; ability go out with smaller buses when call received; Kiwanis Junior competition held at fairgrounds;

City Council Member Mann reported on annual meeting Lancaster Destination and reviewed financial reports that had been audited; had positive result; hotels where still able to produce.

Mayor Parris discussed the ability to take the flu vaccination and not making it mandatory.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

City Manager discussed successful food drive; Senior Outreach program and shared stories/ feedback of Impact Volunteers conducting interviews of seniors; construction happening on major arterials.

CITY CLERK/AGENCY/AUTHORITY SECRETARY ANNOUNCEMENT

The City Clerk provided the public with the procedure to address the City Council/Successor Agency/Authority regarding non-agendized item.

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

No public comment at this time.

Deputy Mayor Tiffany Tanner discussed the church influenza system and any willing volunteers to help brainstorm and work together to accomplish goal; reaching out if there are any needs.

CITY COUNCIL / AGENCY/ AUTHORITY COMMENTS

City Council Member Mann discussed staff taking a look at current ordinance regarding shopping carts; previous years where shopping carts caught on fire; City picked up at least 80 recently; looking at the major businesses that have benefited from being open.

Mayor Parris discussed confiscating the shopping carts.

City Manager discussed challenge in regulating the shopping carts.

City Council Member Mann discussed the success with COVID-19 due to proactive measures and education.

ADJOURNMENT

Mayor Parris adjourned the meeting at 6:48 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, September 22, 2020 at 5:00 p.m.

PASSED, APPROVED and ADOPTED 22nd day of September, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
CITY CLERK

R. REX PARRIS
MAYOR/CHAIRMAN

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/HOUSING/POWER/CALIFORNIA
CHOICE ENERGY AUTHORITY

I, _____, _____ of the City of Lancaster,
CA, do hereby certify that this is a true and correct copy of the original City Council/Successor
Agency/Financing/Housing/Power/California Choice Energy Authority Minutes, for which the
original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, CA on this
_____ day of _____, _____.

(seal)

STAFF REPORT
City of Lancaster

CC 2
9/22/2020
JC

Date: September 22, 2020
To: Mayor Parris and City Council Members
From: George N. Harris III, Finance Director
Subject: Check Registers – August 23 2020 through September 5, 2020

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$2,692,182.50 as detailed in the Check Registers.

Background:

At each regular City Council Meeting, the City Council is presented with check and ACH/wire registers listing the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

Check Nos.:	7413698-7413865	\$ 1,548,430.97
ACH/Wire Check Nos.:	101010713-101010722	\$ <u>1,143,751.53</u>
		\$ 2,692,182.50

Voided Check No.: 7413700
Voided ACH/Wire No.: N/A

Attachment:

Staff Report Check Register ACH/Wire Register

STAFF REPORT
City of Lancaster

Date: September 22, 2020

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance Director *GH*

Subject: **Check Registers – August 23 2020 through September 5, 2020**

9/22/20
JC

Recommendation:

Approve the Check Registers as presented.

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\$2,692,182.50 as detailed in the Check Registers.

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ACH/Wire Check Nos.:	101010713-101010722	\$ <u>1,143,751.53</u>
		\$ 2,692,182.50
Voided Check No.:	7413700	
Voided ACH/Wire No.:	N/A	

GH:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7413698 - To Check No.: 7413865
 From Check Date: 08/23/20 - To Check Date: 09/05/20

Printed: 9/8/2020 12:12

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7413698	C2060	CA WATER SERVICE COMPANY	07/10/20-08/12/20 WATER SVC	362.77	482 4636654	362.77
7413699	D0315	FREGOSO, PHYLLIS	09/20-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7413701	09083	INT'L BUSINESS MACHINES CORP	07/20-LANC INNOV PLATFORM MAINT	3,000.00	101 4240301	3,000.00
7413700	VOID					
7413702	A7221	P E R S LONG TERM CARE PROGRAM	08/20-RETIREE LONG TERM CARE	5,652.01	109 1101000	5,652.01
7413703	1705	QUARTZ HILL WATER DISTRICT	07/01/20-08/01/20 WATER SVC	1,587.47	203 4636654 306 4342654 306 4342682 482 4636654	369.81 34.63 31.12 1,151.91
				<u>1,587.47</u>		<u>1,587.47</u>
7413704	1705	QUARTZ HILL WATER DISTRICT	07/01/20-08/01/20 WATER SVC	12,103.51	101 4634654 203 4636654 482 4636654	8,267.91 393.68 3,441.92
				<u>12,103.51</u>		<u>12,103.51</u>
7413705	03154	SO CA EDISON	06/05/20-08/07/20 ELECTRIC SVC	2,555.22	203 4785652 483 4785660 483 4785660	36.51 331.86 2,186.85
				<u>2,555.22</u>		<u>2,555.22</u>
7413706	03154	SO CA EDISON	06/15/20-08/14/20 ELECTRIC SVC	11,613.43	480 4755652 483 4785660 483 4785660 484 4755652 485 4755652 490 4250652	523.09 40.16 6,316.98 196.65 4,110.26 426.29
				<u>11,613.43</u>		<u>11,613.43</u>
7413707	1907	SO CA GAS COMPANY	07/24/20-08/07/20 GAS SVC	13.37	306 4342655	13.37
7413708	1907	SO CA GAS COMPANY	07/16/20-08/14/20 GAS SVC	226.37	101 4632655 306 4342655	179.04 47.33
				<u>226.37</u>		<u>226.37</u>
7413709	10131	STOCK, LAWRENCE	07/21-08/20-CMMNCBL DISEAS SVC	2,500.00	101 4431301	2,500.00
7413710	C2555	TIME WARNER CABLE	10/28-11/27/19-BUSINESS TV-ACS	82.50	101 4315651	82.50

City of Lancaster Check Register



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7413711	C2555	TIME WARNER CABLE	08/14-09/13/20 INTERNET SVC	167.46	101 4820651	167.46
7413712	08894	ADHERENCE COMPLIANCE INC	MEDICAL CANNABIS SUPPORT SVCS	3,510.00	101 4230301	3,510.00
7413713	C8745	ADVANCE ELECTRIC	OMP-TROUBLESHOOT WLKWY LIGHTNG TBP-ELECTRICAL REPAIR	900.00 1,800.00 <u>2,700.00</u>	101 4634402 101 4631301	900.00 <u>1,800.00</u> 2,700.00
7413714	00163	AMERICAN PUBLIC WORKS ASSN	APWA MBRSHR RENEWALS FY20/21	3,500.00	101 4700206 101 4761206 101 4783206 101 4785206 203 4752206 480 4755206 <u>3,500.00</u>	218.75 875.00 437.50 1,312.50 437.50 <u>218.75</u> 3,500.00
7413715	04190	AMERIPRIDE SERVICES	UNIFORM CLEANING UNIFORM CLEANING	86.23 88.30 <u>174.53</u>	101 4753209 101 4753209	86.23 <u>88.30</u> 174.53
7413716	02693	ANDY GUMP, INC	OMP-FENCE RENTAL-7/21-8/17/20	33.51	101 4634602	33.51
7413717	08992	ARC DOCUMENT SOLUTIONS LLC	24X36 COPIES	108.10	209 15BW008924	108.10
7413718	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE READY MIX CONCRETE READY MIX CONCRETE	556.97 556.97 1,119.80 <u>2,233.74</u>	203 4752410 203 4752410 203 4752410	556.97 556.97 <u>1,119.80</u> 2,233.74
7413719	05187	ATKINSON MASONRY	WALL REPAIR-J8 & 20TH W	1,125.00	482 4636462	1,125.00
7413720	06799	BRAUN BLAISING SMITH WYNNE PC	07/20 LEGAL MATTERS	2,931.46	101 4100303 490 4250303 <u>2,931.46</u>	2,071.50 859.96 2,931.46
7413721	C7725	CA CONTRACT CITIES ASSOCIATION	ANNUAL MEMBERSHIP DUES FY21	5,300.00	101 4100206	5,300.00
7413722	08374	CALRECYCLING, ACCOUNTING	CCP 17/18 GRANT UNSPENT FUNDS	3,968.46	330 4755777	3,968.46
7413723	06161	CLEAN HARBORS ENVIRNMNTL SRVCS	OVERPACK CYANIDE DRUM	3,800.03	101 4755355	3,800.03
7413724	10232	CONNER, WARREN WILLIAM	REFUND-PARKING CIT #31017849	39.00	101 3310200	39.00
7413725	10127	CRUZ, MARIA	CLEAN'G SVC-45465 25TH #263	250.00	306 4342684	250.00
7413726	C7625	DAPEER,ROSENBLIT & LITVAK, LLP	07/20-SPECIALIZED LEGAL SVCS	612.70	101 4230301	612.70
7413727	00414	DESERT LOCK COMPANY	OMP-PM LOCKS FOR FIELD GATES	128.64	101 4634404	128.64

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7413728	05473	DEWEY PEST CONTROL	MTNC YD-08/20-PEST CONTROL	137.00	203 4752301	137.00
			MLS-08/20-PEST CONTROL	90.00	101 4631301	90.00
			WH-08/20-PEST CONTROL	70.00	101 4631301	70.00
			PAC-08/20-PEST CONTROL	50.00	101 4650301	50.00
			CH-08/20-PEST CONTROL	140.00	101 4633301	140.00
			CDR ST-08/20-PEST CONTROL	90.00	101 4633301	90.00
			LUC-08/20-PEST CONTROL	75.00	101 4633301	75.00
			MOAH-08/20-PEST CONTROL	110.00	101 4633301	110.00
			BP-08/20-PEST CONTROL	95.00	101 4636301	95.00
				<u>857.00</u>		<u>857.00</u>
7413729	09811	DUNN CONSULTING	07/20-LEGISLATIVE CNSLTNG SVC	5,000.00	490 4250301	5,000.00
7413730	09575	ENTERPRISE FM TRUST	PW-MONTHLY VEHICLE LEASE	10,338.18	104 4753762	10,338.18
7413731	D2427	ENVIRONMENTAL SOUND SOLUTIONS	08/20-MUSIC SERVICE	65.00	101 4633301	65.00
7413732	D3240	FASTENAL COMPANY	PARKS & FACILITIES	1,063.12	101 4431295	252.01
					101 4431295	654.81
					101 4633209	18.40
					101 4633403	7.40
					101 4635404	34.81
					203 4636404	18.33
					482 4636230	50.00
					482 4636404	27.36
			2.5G PURE HARD SURFA(69) PART NO 14571-00235	7,473.62	101 4240355	7,473.62
			PUBLIC WORKS SUPPLIES	1,791.98	101 4753214	76.68
					203 4752208	108.39
					203 4752209	405.94
					203 4752403	0.27
					203 4752406	304.17
					203 4752410	47.09
					203 4752502	849.44
			RTN-2XL A40 KLG COVERALL(100) ORIG INV# CA0631160	(794.09)	101 4431295	(794.09)
			HOT SHOT HIGH POWERED	12.70	331 4755787	12.70
			COPY PAPER	210.24	101 4410254	210.24
			HE FILTER TR-3712N(240)	10,764.11	101 4431295	10,764.11
				<u>20,521.68</u>		<u>20,521.68</u>
7413733	08441	FRANKLIN TRUCK PARTS INC	GUNITE 2000 AUTO SLACK-EQ3769	165.02	203 4752207	165.02
			COMP DOT RED-EQ3782	51.31	203 4752207	51.31
			OUTER DOOR SEAL-EQ3988	374.35	480 4755207	374.35
				<u>590.68</u>		<u>590.68</u>
7413734	07665	FRONTIER ENERGY INC	06/20-PROFESSIONAL SERVICES	5,964.00	490 4250770	5,964.00
7413735	02536	GRACE RESOURCES CENTER	HYGIENE SERVICES	7,200.00	261 4542773	7,200.00

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7413736	D3313	HIGH DESERT CONTRACTORS INC	45520 LEATHERWOOD CASE#18-3614 NUISANCE ABATEMENT/BOARDUP	3,373.00	101 4245940	3,373.00
7413737	A8868	I B M CORPORATION	06/20-CLOUD PAY PER USE	392.70	101 4240301	392.70
7413738	09070	INSIGHT NORTH AMERICA LLC	03/20-INVESTMENT ADVISORY SRVC	2,891.39	101 3501110	2,891.39
7413739	01419	JOHNSTONE SUPPLY	CDR-PLEAT FLTR(8) PAC-AC REPLACEMENTS CH-CHILLER	80.29 1,656.84 147.93 <u>1,885.06</u>	101 4633403 101 4650403 101 4633403	80.29 1,656.84 147.93 <u>1,885.06</u>
7413740	D1903	KERN MACHINERY INC-LANCASTER	MOWER/TRIMMER/BLOWER	3,147.94	306 4342682	3,147.94
7413741	1232	L A CO AUDITOR CONTROLLER	FY20/21-LAFCO CHARGES	4,668.51	101 4200206	4,668.51
7413742	1203	LANCASTER PLUMBING SUPPLY	CH-REPLACEMENT TOILET SEAT	28.97	101 4633403	28.97
7413743	10162	LANDSCAPE CONNECTION GROUP	EMER FENCE REPAIRS-SIERRA HWY	43,020.00 <u>43,020.00</u>	203 4636460 203 4636460	3,800.00 <u>39,220.00</u> 43,020.00
7413744	10190	MCKESSON MEDICAL-SURGICAL INC	TEST KITS-SOFIA 2 SARS ANTIGEN PO LN1(35)	22,037.31	101 4431301	22,037.31
7413745	D3578	MINUTEMAN PRESS	CENSUS 2020-MAKE IT COUNT POSTCARDS(1000), LABELS(800) CENSUS 2020-BANNERS(2) 2020 CENSUS CARAVAN EVENT BANNERS(2) 1 PLANS CENSUS 2020 FLYERS(500)	433.43 202.58 169.73 28.21 236.18 <u>1,070.13</u>	349 4240770 349 4240770 349 4240770 349 4240770 349 4240770	433.43 202.58 169.73 28.21 236.18 <u>1,070.13</u>
7413746	08562	NAPA AUTO PARTS	BLOWER MOTOR-EQ3763 HOSE SEPARATOR(3)-EQ3770 BLOWER MOTOR ASSEMBLY-EQ3763 RADIATOR-EQ3992 HOSE SEPARATOR(7)-EQ3770 PUSHLOCK UNION(8)-EQ3826 FUEL CAP-EQ3763	45.03 2.27 65.45 199.28 13.72 53.46 15.87 <u>395.08</u>	203 4752207 203 4752207 203 4752207 485 4755207 203 4752207 203 4752207 203 4752207	45.03 2.27 65.45 199.28 13.72 53.46 15.87 <u>395.08</u>
7413747	06636	P & J ELECTRIC INC	AHP-PARKING LOT LIGHTS RPR	695.88	101 4631301	695.88
7413748	05509	P A R S	06/20-REP FEES	5,260.55	101 4220301	5,260.55
7413749	05741	P P G ARCHITECTURAL FINISHES	PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES PAINT SUPPLIES	41.04 20.51 94.77 94.77 420.11	203 4752502 203 4752502 203 4752502 203 4752502 203 4752502	41.04 20.51 94.77 94.77 420.11

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			PAINT SUPPLIES	20.51	203 4752502	20.51
				691.71		691.71
7413750	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM 40HRS	500.00	101 4820301	500.00
			CMMNTY SPPRT/GOOD CTZNSHP PRGM 82HRS	1,968.00	101 4820301	1,968.00
				2,468.00		2,468.00
7413751	09496	PAY PLUS SOLUTIONS	06/20-PROFESSIONAL SERVICES	327.00	101 4220301	327.00
7413752	05602	PETROLEUM EQUIPMENT CONST SRVS	07/20-DESIGNATED OPERATOR INSP	291.26	101 4753402	291.26
7413753	C5395	PRO ACTIVE WORK HEALTH SERVCES	MC-PHYS BASIC/ESCREEN E-CUP 07/01/2020	80.00	101 4220255	80.00
7413754	10230	PROTHRO, KORTNY	REFUND-TICKET ORDER#134230	118.00	101 3405104	118.00
7413755	06313	R C BECKER & SON, INC	RETENTION PMT-CP18007 2018 PARKS CONCRETE REPAIR	25,542.60	150 2100003	25,542.60
7413756	2601	REPRO-GRAPHIC SUPPLY	ROLL 36" X 50YDS INK JET PREM	218.87	101 4761253	218.87
7413757	09456	RRM DESIGN GROUP	PROF SVCS-UNIFRM PLANT PALETTE	3,204.00	701 11ZZ005924	3,204.00
7413758	D3947	S G A CLEANING SERVICES	ACS-BOEING PLAZA CLEAN UP	960.00	261 4542773	960.00
			ANNEX-VANDALISM-FENCE RPR	485.00	101 4633402	485.00
			MOAH-MATERIALS FOR SCISSOR LFT	1,180.00	101 4633403	1,180.00
			OMP-VANDALISM-GRAFFITI REMOVAL PICNIC AREA WALL	385.00	101 4634402	385.00
			EDP-VANDALISM-GRAFFITI REMOVAL	390.00	101 4631301	390.00
			OMP-VANDALISM RPR 5/6 MENS PRT RESTROOM PARTITION	365.00	101 4634402	365.00
				3,765.00		3,765.00
7413759	03962	SAFETY KLEEN	OIL SVC/STOP FEE NON-PREQUAL	175.00	331 4755787	175.00
7413760	09863	SELBERT PERKINS DESIGN	07/20-BRAND DEVELPMNT/IMPLMNTN	7,145.00	101 4200301	7,145.00
7413761	01816	SMITH PIPE & SUPPLY INC	TBP-SPRINKLERS & GLUE	675.81	101 4631404	675.81
			NSC-FLAGS	65.70	101 4635404	65.70
			CH-LANDSCAPING TOOLS	510.74	101 4633404	510.74
				1,252.25		1,252.25
7413762	10222	TANNER, TIFFANY J	CONSULT SVCS-COVID TEST'G CTR	10,000.00	101 4431301	10,000.00
7413763	10119	TESTA CONSTRUCTION MGMT INC	BOARDUP-45520 LEATHERWD-3/3/20	925.00	101 4245940	925.00
			TRASH HAUL-45520 LEATHERWD-3/4	1,270.00	101 4245940	1,270.00
			BOARDUP/ROOF RPR-45520 LEATHER 3/6/20	685.00	101 4245940	685.00
			BOARDUP-45520 LEATHERWD-4/3/20	480.00	101 4245940	480.00
			BOARDUP-44209 HARDWOOD-5/1/20	3,840.00	101 4245940	3,840.00
			RE-BOARD-44209 HARDWOOD-5/6/20 AFTER BREAK-IN	370.00	101 4245940	370.00
			BOARDUP-44209 HARDWOOD OFFICER ACCESS	475.00	101 4245940	475.00
			TRASH REM/BOARD UP-6/16/20 44209 HARDWOOD	2,550.00	101 4245940	2,550.00
			WEEDING-844 MILLING ST-6/26/20	700.00	101 4245940	700.00

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				11,295.00		11,295.00
7413764	09979	THE SPECTRUM FIRM INC	CONSULTING SVCS-VHF/UHF BANDS	9,000.00	349 4240771	9,000.00
7413765	C5522	THOMSON REUTERS-WEST PMT CENTI	07/20-INFORMATION CHARGES	433.92	101 4820301	433.92
			07/20-INFORMATION CHARGES	826.79	101 4245301	826.79
				<u>1,260.71</u>		<u>1,260.71</u>
7413766	04239	TIM WELLS MOBILE TIRE SERVICE	REPAIR-EQ3841	43.14	203 4752207	43.14
7413767	2003	TIP TOP ARBORISTS, INC	07/20-TREE TRIMMING/REMOVAL	4,680.00	101 4631267	4,680.00
			07/20-TREE TRIMMING/REMOVAL	3,060.00	101 4634267	3,060.00
			07/20-TREE TRIMMING/REMOVAL	9,620.00	203 4636267	9,620.00
			07/20-TREE TRIMMING/REMOVAL	8,565.00	483 4636267	8,565.00
			07/20-TREE TRIMMING/REMOVAL	11,750.00	482 4636267	11,750.00
				<u>37,675.00</u>		<u>37,675.00</u>
7413768	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	235.30	101 4755355	8.36
			UNIFORM CLEANING		480 4755209	226.94
			UNIFORM CLEANING	125.87	101 4755355	8.36
			UNIFORM CLEANING		480 4755209	117.51
			UNIFORM CLEANING	118.72	101 4755355	8.36
			UNIFORM CLEANING		480 4755209	110.36
				<u>479.89</u>		<u>479.89</u>
7413769	31009	UNIVERSAL ELECTRONIC ALARMS	MNTC YD-07/20-FIRE ALARM	27.00	203 4752301	27.00
			MNTC YD-07/20-SECURITY ALARM	27.00	203 4752301	27.00
			MNTC YD-08/20-FIRE ALARM	27.00	203 4752301	27.00
			MNTC YD-08/20-SECURITY ALARM	27.00	203 4752301	27.00
				<u>108.00</u>		<u>108.00</u>
7413770	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	172.19	203 4752410	172.19
			COLD MIX	260.61	203 4752410	260.61
				<u>432.80</u>		<u>432.80</u>
7413771	C8348	WASSON ROOFING & GEN CNTRTNG	ROOF REPL-45534 GADSDEN	17,100.00	306 4342682	17,100.00
7413772	31026	WAXIE SANITARY SUPPLY	CH-ANTIBACTERIAL WIPES	91.62	101 4633406	91.62
			CH-JANITORIAL SUPPLIES-COVID19	1,491.15	101 4431295	1,491.15
			CH-JANITORIAL SUPPLIES-COVID19	607.73	101 4431295	607.73
				<u>2,190.50</u>		<u>2,190.50</u>
7413773	A9432	L A CO REGISTRAR-RECORDER/CLRK	GEN MUNI ELECTION SVCS 04/14/2020 CITY OF LANCASTER	315,775.43	101 4210262	315,775.43
7413774	03154	SO CA EDISON	06/03/20-08/12/20 ELECTRIC SVC	51,676.68	101 4631652	13,800.80
					101 4633652	11,555.48
					101 4634652	3,194.28
					101 4635652	16,900.08
					101 4636402	1,952.20

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					101 4651652	3,083.73
					101 4800403	833.34
					482 4636652	17.88
					483 4785660	338.89
				51,676.68		51,676.68
7413775	05934	SHI INTERNATIONAL CORP	ESD SOFTWARE 6/1/20-5/31/21 AGMT NO. 01E73970 PROF SVCS THRU 6/30/20	135,086.49	101 4315302	135,086.49
				725.25	101 4315301	725.25
				135,811.74		135,811.74
7413776	09665	TERRACARE ASSOCIATES, LLC	07/20-LMD-MONTHLY MAINTENANCE	52,463.36	482 4636402	52,463.36
			07/20-PERIMETER AREAS MTNC	16,665.29	203 4636264	16,665.29
			07/20-BP-MONTHLY MAINTENANCE	2,969.14	482 4636401	2,969.14
			INSTALL (1) VALVE	150.00	101 4633404	150.00
			INSTALL BATTERY TIMERS	150.00	101 4633404	150.00
			IRRIGATION REPAIR AV HIGH SCHOOL DIST	150.00	101 4633404	150.00
			07/20-CH IRRIGATION	1,672.42	203 4636404	1,672.42
			LMD-IRRIGATION	525.00	482 4636404	525.00
				74,745.21		74,745.21
7413777	10229	HATCHER, HEATH	APN 3140-003-002 PURCHASE CP19002	4,700.00	208 12ST039924	4,700.00
7413778	D1507	A B C-ALCOHOL BEVERAGE CONTROL	ZELDAS LICENSE RENEW/PENALTIES	2,425.00	101 4600308	2,425.00
7413779	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	08/20-PS-CONSULTING SVCS	28,884.00	101 4800301	28,884.00
7413780	C2060	CA WATER SERVICE COMPANY	07/15/20-08/14/20 WATER SVC	2,332.07	482 4636654	2,332.07
7413781	10235	KALOUSTIAN, ARAM	ROW ACQUISITION APN 3140003005	3,548.00	208 12ST039924	3,548.00
7413782	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 18/2020	330.00	101 2171000	330.00
7413783	09844	MAYES, MELENA	MM-PR DM-LONG BEACH-3/11-13/20	165.00	101 2140000	165.00
7413784	07930	MILLER, DUSTIN	DM-BOOT/PANT REIMBURSEMENT	54.76	203 4752220	54.76
7413785	10218	ORGANIC THERAPY COMPANY	COMMUNICABLE DISEASE CONSULT 03-05/2020@2500EA	7,500.00	101 4431301	7,500.00
7413786	A7221	P E R S LONG TERM CARE PROGRAM	LONG TERM CARE PREM-PP 18/2020	776.91	101 2170200	776.91
7413787	D2568	SEQUOIA PACIFIC SOLAR I, LLC	OMP-07/20(31,781.12 KWH)	3,178.11	101 4634652	3,178.11
7413788	D2568	SEQUOIA PACIFIC SOLAR I, LLC	PAC-07/20(41,853.52 KWH)	4,185.35	101 4650652	4,185.35
7413789	D2568	SEQUOIA PACIFIC SOLAR I, LLC	MTNC YD-07/20(48,582.84 KWH)	4,858.28	101 4633652	4,858.28
7413790	D2568	SEQUOIA PACIFIC SOLAR I, LLC	LMS-07/20(62,743.92 KWH)	6,274.39	101 4632652	6,274.39
7413791	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-07/20(107,098.24 KWH)	10,709.82	101 4633652	10,709.82

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7413792	10175	SK ENTERPRISES	ADDL SVCS-2015 INTL-VIN6523100	285.00	101 4600311	285.00
7413793	08988	SMITH, CHRISTINA	08/15-08/28/20 CONSULTING SVCS	3,034.60	101 4300301	3,034.60
7413794	03154	SO CA EDISON	07/16-08/21/2020 ELECTRIC SVC	109.23	482 4636652	97.73
					484 4755652	11.50
				109.23		109.23
7413795	03154	SO CA EDISON	07/10-08/10/2020 ELECTRIC SVC	680.96	203 4636652	44.02
					482 4636652	620.89
					484 4755652	16.05
				680.96		680.96
7413796	03154	SO CA EDISON	06/12-08/18-2020 ELECTRIC SVC	777.87	306 4342652	777.87
7413797	03154	SO CA EDISON	6/26-8/25/2020 ELECTRIC SVC	9,541.79	101 4240902	595.35
					101 4632652	2,294.29
					101 4633652	4,943.92
					101 4634652	551.21
					203 4636652	8.32
					203 4785652	59.14
					210 15SW017924	58.35
					482 4636652	110.95
					483 4785660	920.26
				9,541.79		9,541.79
7413798	1907	SO CA GAS COMPANY	7/17-8/26/2020 GAS SVC	1,525.49	101 4631655	538.74
					101 4633655	782.44
					101 4634655	34.46
					101 4635655	28.10
					101 4650655	62.76
					101 4651655	15.42
					306 4342655	63.57
				1,525.49		1,525.49
7413799	C2555	TIME WARNER CABLE	08/12-09/11/20 INTERNET SVC 45534 GADSDEN AVE	170.98	306 4342682	170.98
7413800	03854	A V JANITORIAL SUPPLY	CH-JANITORIAL SUPPLIES	813.59	101 4633406	813.59
7413801	D1445	A V PARTNERS FOR HEALTH	PROJECT CONTRACT SVCS TREND KEY / J-12 IMPACT HOUSE	4.60	306 4342682	4.60
7413802	00107	A V PRESS	07/20- LEGAL ADS	1,523.33	101 4210263	247.11
					101 4210263	539.58
					101 4770263	345.64
					101 4770263	391.00
				1,523.33		1,523.33
7413803	05445	ADELMAN BROADCASTING, INC	JUMPSTART AV REV #1-KRAJ-FM	440.00	101 4240355	440.00

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7413804	00127	ALL GLASS & PLASTICS LLC	LBP-REPLACE BRKN WNDW-VANDALSM BAL DUE ON INV 74551	218.99	101 4636402	218.99
7413805	D3147	AMERICAN PLUMBING SERVICES,INC	LMS-INSTALL QUICK CONNECT TOP RDP-LOCATE SEPTIC TANK COVER AHP-RESTROOM REPAIR MP-RESTROOM REPAIR	194.00 325.50 355.93 383.00	101 4632402 101 4634402 101 4631301 101 4631301	194.00 325.50 355.93 383.00
				<u>1,258.43</u>		<u>1,258.43</u>
7413806	04760	AMERINAT	07/20-MONTHLY SERVICE FEE	504.07	306 4342301	504.07
7413807	04190	AMERIPRIDE SERVICES	UNIFORM CLEANING	86.23	101 4753209	86.23
7413808	05251	AMTECH ELEVATOR SERVICES	09/20-ELEVATOR SERVICE	1,051.94	101 4632301 101 4633301 101 4633301 101 4650301	262.99 262.98 262.98 262.99
				<u>1,051.94</u>		<u>1,051.94</u>
7413809	08992	ARC DOCUMENT SOLUTIONS LLC	24X36 COPIES-PLANS CP21001	117.02	209 12ST041924	117.02
7413810	07112	AV ACTION AIR INC	LMS-SOUNDROOM AC REPAIR	90.00	101 4632402	90.00
7413811	04151	AXES FIRE INC	CH-ANNUAL FIRE EXT CERT LPAC-ANNUAL FIRE EXT CERT MOAH-ANNUAL FIRE EXT CERT	864.41 929.59 124.50	101 4633402 101 4650402 101 4633402	864.41 929.59 124.50
				<u>1,918.50</u>		<u>1,918.50</u>
7413812	C8921	BARTEL ASSOCIATES, LLC	07/20-CONSULTING SVCS INIT WK-6/30/19 OPEB VALUATION	8,066.00	101 4410301	8,066.00
7413813	D1872	CA WATER ENVIRONMENTAL ASSN	DS-CWEA CERTIFICATION RENEWAL INV#643020; CUST#000350126I	308.00	101 4220311	308.00
7413814	00382	CARRIER COMMUNICATIONS	08/20-HAUSER MTN SITE RENT 09/20-HAUSER MTN SITE RENT	604.95 604.95	101 4245350 101 4245350	604.95 604.95
				<u>1,209.90</u>		<u>1,209.90</u>
7413815	05412	CARTRAC	07/20-SHOPPING CART RETRIEVAL	2,980.00	203 4752402	2,980.00
7413816	07147	CHICAGO TITLE COMPANY	TITLE EXTRA WORK CHARGE CP21005	500.00	210 15BR005924	500.00
7413817	05789	CORE & MAIN LP	HL-108 HYDRANT NUT LOCK	193.49	485 4755405	193.49
7413818	00432	DEPT OF JUSTICE	07/20-FINGERPRINT APPS	32.00	101 4220301	32.00
7413819	00414	DESERT LOCK COMPANY	CPC-PM LOCKS OMP-REKEY TWO DOOR LOCKS	235.84 70.00	101 4631404 101 4634402	235.84 70.00
				<u>305.84</u>		<u>305.84</u>
7413820	09614	ENCOMPASS CONSULTANT GROUP INC CP19002-10TH W/AVE J IMPRMNTS		38,248.75	203 12ST039924	3,051.96

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					208 12ST039924	6,137.49
					210 12ST039924	29,059.30
				<u>38,248.75</u>		<u>38,248.75</u>
7413821	D3240	FASTENAL COMPANY	PARKS & FACILITIES	3,084.98	101 4431295	791.33
					101 4633403	1,097.65
					101 4635404	1,196.00
				<u>3,084.98</u>		<u>3,084.98</u>
7413822	A8868	I B M CORPORATION	07/20-CLOUD PAY PER USE	506.91	101 4240301	506.91
7413823	A2594	INTERSTATE BATTERY SYS OF A V	BATTERY-EQ3000	117.80	203 4752207	117.80
7413824	03366	JAS PACIFIC	PLAN REVIEW/INSPECTION SVCS	10,138.45	101 4783301	10,138.45
			PLAN REVIEW/INSPECTION SVCS	10,906.25	101 4783301	10,906.25
				<u>21,044.70</u>		<u>21,044.70</u>
7413825	04633	JOHN DEERE CO	(2)J DEERE-FERT/SEED SPREADERS	3,158.82	101 4635753	0.01
					101 4635753	3,158.81
				<u>3,158.82</u>		<u>3,158.82</u>
7413826	1221	L A TIMES	SUB RNWL THRU 11/12/2020 ACCT #10011508930	50.80	101 4200206	50.80
7413827	1203	LANCASTER PLUMBING SUPPLY	LBP-PLUMBING REPAIR	24.49	101 4636402	24.49
			PLUMBING SUPPLIES	355.26	203 4636404	355.26
				<u>379.75</u>		<u>379.75</u>
7413828	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(4)	3.84	490 4250213	3.84
			LCE CALPINE PUSH NOTICES(314)	249.02	490 4250213	249.02
			LCE CALPINE PUSH NOTICES	272.69	490 4250213	272.69
				<u>525.55</u>		<u>525.55</u>
7413829	09891	MONITRONICS INTERNATIONAL INC	WLNSS HMS-SECURITY SVC-08/20	185.55	306 4342682	185.55
7413830	05773	MORRISON WELL MAINTENANCE	NSC-07/20-BACTERIOLOGICAL TST	200.00	101 4635301	200.00
7413831	08562	NAPA AUTO PARTS	PLUG-EQ3759	12.58	203 4752207	12.58
			BRAKE ROTORS(2)-EQ4327	503.15	101 4633207	503.15
			DISC BRK PDS-EQ4327	4.63	101 4633207	4.63
			MIRROR-EQ3836	18.06	485 4755207	18.06
			EYE 3-EQ3368RO	92.52	203 4752207	92.52
			AIR FILTER-EQ5652	21.31	101 4633207	21.31
			HYDROLIC HOSE-EQ5828	816.70	101 4634207	816.70
			REARVIEW MIRROR-EQ3836	6.23	485 4755207	6.23
				<u>1,475.18</u>		<u>1,475.18</u>
7413832	07540	OFFICETEAM	KG-FIN STAFF-WE 07/31/2020	2,430.84	101 4410301	2,430.84
			KG-FIN STAFF-WE 08/07/2020	2,317.48	101 4410301	2,317.48
			KG-FIN STAFF-WE 08/14/2020	2,317.48	101 4410301	2,317.48

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			KG-FIN STAFF-WE 08/21/2020	2,204.13	101 4410301	2,204.13
				9,269.93		9,269.93
7413833	05741	P P G ARCHITECTURAL FINISHES	MOAH-PAINT SUPPLIES	216.82	101 4653251	216.82
			MOAH-PAINT SUPPLIES	43.03	101 4653251	43.03
			JRP-VANDALISM-PAINT	34.82	101 4631403	34.82
				294.67		294.67
7413834	09275	PACIFIC COAST LOCATORS	DIG ALERT SERVICE	9,500.00	480 4755301	3,166.66
					483 4785301	3,166.67
					484 4755301	3,166.67
				9,500.00		9,500.00
7413835	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7413836	A2220	PESTMASTER SERVICES, INC	WEED REMOVAL SERVICES	4,873.76	203 4752266	4,873.76
7413837	06160	PRIME TIME PARTY RENTALS	TBL/CHR/UMB RNTL 8/14-8/15/20	402.00	101 4431301	402.00
7413838	07287	PRINTING BOSS	NSC-SIGN DECALS	21.90	101 4635404	21.90
7413839	C5395	PRO ACTIVE WORK HEALTH SVCES	SC-EVAL/FOREIGN BODY REMOVAL 1922DB4678652-1 05/20/19	530.23	101 4220301	530.23
			SH-PHYSICAL-DOT-DMV-8/4/20	69.00	101 4220301	69.00
			TH-PHYSICAL-DOT-DMV-8/4/20	69.00	101 4220301	69.00
				668.23		668.23
7413840	06607	PUMPMAN INC	COOPERSTOWN-INSTALL/SPARE PUMP MDL# 6XSCDK20046	28,151.00	480 4755763	28,151.00
			07/20-06/21 PUMP MTNC INSTALLMENT 1 OF 2 AUG/FEB	7,599.00	484 4755409	7,599.00
				35,750.00		35,750.00
7413841	05864	QUINN COMPANY	COUPLING-EQ5859	145.77	101 4635207	145.77
7413842	09513	REDSTONE GOVERNMENT CONSULTIN	04/25-05/29/20-PROFESSNL SVCS	10,465.00	101 4220245	10,465.00
7413843	L1669	RICHEY, SUZIE	LCE-NEM PAYOUT	282.05	101 2140000	282.05
7413844	07158	RUPPERT, KIM S	08/20-HEARING SERVICES	320.00	101 4245301	160.00
					101 4800301	160.00
				320.00		320.00
7413845	D3947	S G A CLEANING SERVICES	BANNER INSTALL-BLVD	965.00	101 4633403	965.00
			LPAC-AV RM DRYWALL/PAINT	980.00	101 4650403	980.00
			LPAC-COUNTER TOP MATERIALS	3,000.00	101 4650403	3,000.00
			BGC-CEILING REPAIR	360.00	101 4633402	360.00
			MOAH-MATERIALS FOR WALL RPRS	420.00	101 4653257	420.00
			MOAH-DRYWALL REPAIRS	980.00	101 4653257	980.00
			CH-PRESSURE WASH WALKWAYS	850.00	101 4633402	850.00
			WCP-VANDALISM-DOOR WELDING RPR	185.00	101 4631301	185.00
			OMP-VANDALISM-RPR RESTROOMS	985.00	101 4634402	985.00

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			OMP-VANDALISM-REPAIR MATERIALS	380.00	101 4634403	380.00
				9,105.00		9,105.00
7413846	03962	SAFETY KLEEN	OIL SVC/STOP FEE NON-PREQUAL	175.00	331 4755787	175.00
7413847	L1566	SANCHEZ, CARMEN	LCE-NEM PAYOUT	100.77	101 2140000	100.77
7413848	05934	SHI INTERNATIONAL CORP	LTV COMPUTER WORK STATIONS (2)	12,874.65	101 4207753	12,874.65
7413849	01816	SMITH PIPE & SUPPLY INC	AHP-IRRIGATION SUPPLIES	22.49	101 4631404	22.49
			LMS-IRRIGATION SUPPLIES	251.82	101 4632404	251.82
				274.31		274.31
7413850	09163	SOCAL OFFICE TECHNOLOGIES	08/27-09/26/20-EQUIPMENT	302.22	101 4410254	302.22
7413851	1996	STANDARD INSURANCE CO.	08/20-STANDARD INS-POL#166534	19,258.09	101 2166200	2,796.23
					101 2166300	499.36
					101 2166400	5,576.55
					101 2166401	5,944.41
					101 2170215	4,441.54
				19,258.09		19,258.09
7413852	09316	TEKWERKS INTERNET	09/20-REMOTE MONITORING/MNGMNT	1,355.00	101 4315651	1,355.00
7413853	09665	TERRACARE ASSOCIATES, LLC	AV DIST BLDG PARK & RIDE	225.00	101 4633402	225.00
7413854	2009	THE TIRE STORE	TIRES(4)-EQ5600	564.60	101 4647207	564.60
7413855	08783	UNIFIRST CORPORATION	UNIFORM CLEANING	118.72	101 4755355	8.36
					480 4755209	110.36
				118.72		118.72
7413856	C4011	UNITED RENTALS	HP-SOD CUTTER RENTAL 8/25-8/26	131.40	101 4634602	131.40
7413857	31009	UNIVERSAL ELECTRONIC ALARMS	MOAH-07/20-FIRE ALARM	27.00	101 4633301	27.00
			WH-07/20-SECURITY ALARM	27.00	101 4633301	27.00
			CDR ST-07/20-SECURITY ALARM	37.00	101 4651308	37.00
			PAC-07/20-FIRE ALARM	56.00	101 4650301	56.00
			MOAH-07/20-SECURITY ALARM	27.00	101 4633301	27.00
			CH-07/20-SECURITY&FIRE ALARMS	27.00	101 4633301	27.00
			PAC-07/20-SECURITY ALARM	27.00	101 4650301	27.00
			CDR ST-08/20-SECURITY ALARM	37.00	101 4651308	37.00
			PAC-08/20-FIRE ALARM	56.00	101 4650301	56.00
			WH-08/20-SECURITY ALARM	27.00	101 4633301	27.00
			MOAH-08/20-SECURITY ALARM	27.00	101 4633301	27.00
			CH-08/20-SECURITY&FIRE ALARMS	27.00	101 4633301	27.00
			PAC-08/20-SECURITY ALARM	27.00	101 4650301	27.00
				429.00		429.00

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7413858	09590	VIVINT INC	PS-SMRT HME SVC-08/25-09/24/20	73.53	101 4800301	73.53
7413859	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 08/24/20	242.57	101 2602000	242.57
7413860	04496	VULCAN MATERIAL WESTERN DIV	COLD MIX	155.76	203 4752410	155.76
			COLD MIX	167.26	203 4752410	167.26
				<u>323.02</u>		<u>323.02</u>
7413861	06209	WAGEWORKS	08/20 FSA ADMIN FEES	441.66	101 4220301	441.66
7413862	31026	WAXIE SANITARY SUPPLY	OMP-JANITORIAL SUPPLIES	1,929.03	207 4634406	1,929.03
7413863	05860	HOUSTON & HARRIS PCS INC	SEWER HYDRO WASH/INSPECT	91,194.36	480 4755470	91,194.36
7413864	06220	T R C SOLUTIONS, INC	CP21006-AVE K/SR14 INTERCHANGE	86,195.82	210 15BR004924	86,195.82
7413865	1215	L A CO WATERWORKS	06/08-08/25/20 WATER SERVICE	128,120.45	101 4631654	14,965.95
					101 4633654	1,617.26
					101 4634654	42,035.93
					203 4636654	19,505.70
					306 4342654	178.55
					482 4636654	49,817.06
				<u>128,120.45</u>		<u>128,120.45</u>

Chk Count 168

Check Report Total 1,548,430.97

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From Check No.: 101010713 - To Check No.: 101010722

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101010713	A7515	U S BANK	DEBT SVCS DUE 07/15	27,836.77	991 4240978	27,836.77
101010714	06243	C S A PARTNERS LTD	STIR-VILLAGE PRKWY SPECIFC PLN	27,060.00	101 4240301	27,060.00
101010715	07101	CALPINE ENERGY SOLUTIONS LLC	07/20-RESOURCE ADEQUACY PRCRD	24,750.00	490 4250653	24,750.00
101010716	08916	TENASKA POWER SERVICES CO	07/20-LCE-CARBON FREE ENERGY	87,028.50	490 4250653	87,028.50
101010717	09015	POWEREX CORP	10/20-ENERGY PREPAYMENT 07/20-RA DELIVERY	390,000.00 <u>225,000.00</u>	490 4250653 490 4250653	390,000.00 <u>225,000.00</u>
				615,000.00		615,000.00
101010718	10001	OMNICARD LLC	OPERATION JMP START CARDS(500)	200,538.95	101 4240355	200,538.95
101010719	C9589	U S BANK CORP PAYMENT SYSTEMS	08/10/20-CALCARD STATEMENT	31,133.33	101 2601000	31,133.33
101010720	05987	THE VISITORS BUREAU-LANCASTER	06/20-TBID FEES	30,151.28	101 2501000	30,151.28
101010721	10001	OMNICARD LLC	OPERATION JMP START CARDS(225)	100,252.70	101 4240355	100,252.70
Chk Count						<u>9</u>
				Check Report Total		<u>1,143,751.53</u>

STAFF REPORT
City of Lancaster

CC 3
9/22/2020
JC

Date: September 22, 2020
To: Mayor Parris and City Council Members
From: George N. Harris III, Finance Director
Subject: Monthly Report of Investments – August 2020

Recommendation:

Accept and approve the August 2020 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

Portfolio Recap

Yield:

	<u>August 2020</u>	<u>July 2020</u>
Total Portfolio	1.49%	1.53%
Local Agency Investment Fund	0.78%	0.92%
Total Portfolio Balance:	\$73,722,283	\$76,798,619

The portfolio balance decreased from July to August by \$3,076,336 or 3.9%. Significant revenues for August included \$2,628,002 from Grants, \$1,557,193 Sales & Use Tax, \$392,541

Proposition A & C, \$332,753 Covid-19 Relief Funds, \$285,469 MTA Measure M&R, \$259,215 Property Taxes, and \$234,000 from CCEA. The largest City expenditures were \$2,270,989 LA County Sheriff for June 2020 law enforcement services, \$2,869,491 Payroll & Benefits, \$1,960,794 for Capital Projects, and \$1,539,888 Debt Service.

The City's temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City's adopted Investment Policy. This policy is reviewed regularly by the City Council, with the latest policy adopted February 13, 2018, by Resolution No. 18-06.

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible within the guidelines of this Investment Policy. The City attempts to achieve the highest yield obtainable through a diversified portfolio only after meeting the criteria established for safety and liquidity in that order. The principal investment objectives of the City are:

1. Preservation of capital and protection of investment principal;
2. Maintenance of sufficient liquidity to meet anticipated cash flows;
3. Attainment of a market rate of return;
4. Diversification to avoid incurring unreasonable market risks, and;
5. Compliance with the City's Municipal Code and with all applicable City resolutions, California statutes and Federal regulations.

The City's portfolio is a short-term and intermediate-term fixed income portfolio. The maximum maturity of any investment is 5 years, with consideration of anticipated cash flow requirements and known future liabilities. The City contracts with an investment advisory service (Insight Investment) to assist in the effort to maximize the returns of the City portfolio. The City's investments include publicly traded Treasury notes, Treasury Bills, Federal Agency Investments, Time Deposits, and Local Agency Investment Fund (LAIF) under the auspices of the State Treasurer for investment. Funds invested in LAIF are available within 24 hours, and other investments are available upon maturity at full face value. These investments enable the City to meet its expenditure requirements for the next six months, as required by state law.

The City's investment procedures are governed by Sections 53600 et. seq. of the California Government Code. Additional requirements have been placed on the City's authorized investments by the Investment Policy (a copy is available in the Finance Department or from the City Clerk), and all investments listed on the attached report adhere to these requirements.

Attachment:

Staff Report Monthly Report of Investments - August 31, 2020

STAFF REPORT
City of Lancaster

9/22/20
JC

Date: September 22, 2020

To: Mayor Parris and City Council Members

From: George N. Harris II, Finance Director *GHH*

Subject: **Monthly Report of Investments – August 2020**

Recommendation:

Accept and approve the August 2020 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

Portfolio Recap

Yield:

	<u>August 2020</u>	<u>July 2020</u>
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The City's investment procedures are governed by Sections 53600 et. seq. of the California Government Code. Additional requirements have been placed on the City's authorized investments by the Investment Policy (a copy is available in the Finance Department or from the City Clerk), and all investments listed on the attached report adhere to these requirements.

GH:MA

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
August 31, 2020**

- (1) This is the actual City bank account balance as of 8/31/2020. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	12.18%	None
CDs	0.24%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	24.10%	None
Federal Securities	16.67%	None
Corporate Securities	18.72%	30% of total portfolio
Municipal/Provincial	4.78%	None
LAIF	23.30%	None

- (4) These are restricted cash and investments are held in trust by the banks indicated. These amounts cannot be pooled for other investing.

STAFF REPORT
City of Lancaster

CC 4
09/22/20
JC

Date: September 22, 2020

To: Mayor Parris and City Council Members

From: Jeff Hogan, Development Services Director

Subject: **Authorization for Additional Work – Preparation of Housing Element and Other Required General Plan Updates (RFQ 721-19)**

Recommendation:

Approve award of Additional Authorization No. 1 to Moore Iacofano Goltsman, Inc., (MIG) of Pasadena, California, to amend and increase the Professional Services Agreement in the amount of \$100,177.00 to prepare the Housing Element and other required updates to the existing General Plan. Authorize the City Manager, or his designee, to sign all documents.

Fiscal Impact:

\$100,177.00; sufficient funds are available from grant funds received from the California Department of Housing and Urban Development (HCD) Senate Bill (SB) 2 grant. These grant funds are in Account No. 349-4700-770.

Background:

Cities and counties are required to update their Housing Elements every eight years, and to show that they have the sites available to accommodate the housing allocation from the Regional Housing Needs Assessment (RHNA). The City’s Housing Element is required to be updated by August 2021, and certified by the California Department of Housing and Urban Development by October 2021.

A Request for Qualifications for the preparation of the Housing Element Update (RFQ 721-19) was issued on November 12, 2019. In addition to the RFQ being available through the City’s standard purchasing procedures, it was also sent to consulting firms that prepare General Plans and Housing Elements. Responses were due no later than December 20, 2019. MIG responded and it was determined that they were qualified to perform the work required. A contract was signed for the optional tasks in the amount of \$110,433.00 on June 9, 2020. On June 17, 2020, the City received its contract for SB 2 funding from the State, and now wishes to retain MIG to prepare the remainder of the work identified in their response to RFQ 721-19. With approval of Additional

Authorization No. 1, the Professional Services Agreement will be revised for a total contract amount not to exceed \$210,610.00.

JS:dw

Attachments:

Agreement (Executed June 9, 2020)

Additional Authorization No. 1

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 9th day of June, 2020, by and between the CITY OF LANCASTER, a municipal corporation and charter city, (“City”), and Moore Iacofano Goltsman, Inc. (“MIG”), a California corporation (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

RFQ #721-19 Housing Element Update (THE “SERVICES”)

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONSULTANT: Moore Iacofano Goltsman, Inc.

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster
 Attn: Jason Caudle, City Manager
 44933 North Fern Avenue
 Lancaster, CA 93534

CONSULTANT Moore Iacofano Goltsman, Inc.
 Attn: Laura Stetson
 537 South Raymond Avenue
 Pasadena, CA 91105

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.

5. **Obligations of the City.**

A. The City shall pay Consultant an amount not to exceed \$110,433 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the hourly rates set forth in Exhibit A.

B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

B. Consultant shall be responsible for payment of all employees’ wages and benefits, and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.

C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence except where caused by the active negligence or willful misconduct of the City.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Consultant.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure

that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the Consultant. This Agreement shall continue in full force and effect until October 31, 2021, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.

C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

Workers Compensation

As Required by the State of California	Statutory Limits
--	------------------

Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Provide one of the following for cyber-related services**Technology Professional Liability**

(Errors and Omissions)

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)

Or**Cyber Liability Insurance**

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such

insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

"RFQ #721-19 Housing Element Update

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Commencement and Completion of Work.** The Services to be provided by Consultant pursuant to this Agreement shall commence within 1 day after execution of this Agreement, and shall be completed no later than October 31, 2021; provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

16. **Data Provided to Consultant.** City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

17. **Consultant's Warranties and Representations.**

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

18. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. **Exhibits.**

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services and Rates Schedule

20. **Governing Law.**

This Agreement shall be governed by the laws of the State of California.

21. **Effective Date.**

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes said Agreement.

[Signatures begin on next page.]

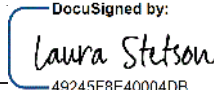
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By:  _____
Jason Caudle, City Manager

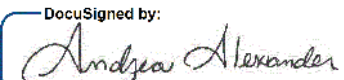
Dated: June 9, 2020 | 8:38:20 AM PDT _____

Moore Jacobson Goltsman, Inc.

By:  _____
Laura Stetson, Principal

Dated: May 28, 2020 | 10:56:53 AM PDT _____

ATTEST:

 _____
Andrea Alexander
City Clerk

APPROVED AS TO FORM:

 _____
Allison E. Burns, Esq.
City Attorney

CONTRACT SUBMISSION APPROVAL:

 _____
Jeff Hogan
Senior Director – Development Services

EXHIBIT A

**SCOPE OF SERVICES
AND RATES SCHEDULE**

Housing Element & Optional Tasks:

MIG Work Program

Revised March 10, 2020

Optional Task 8: SB 244 – Disadvantaged Unincorporated Communities

SB 244 (2011) mandates jurisdictions update their General Plans to address disadvantaged unincorporated communities. This law requires an infrastructure analysis of any community within the sphere of influence with an annual median household income that is less than 80 percent of the statewide annual median household income (the stated definition of a “disadvantaged community”). Specifically, the analysis must locate and map the disadvantaged unincorporated communities and include the present and probable need for public facilities and services related to water, wastewater, stormwater drainage, and structural fire protection needs or deficiencies, and if appropriate, sidewalks and street lighting. If requested by the City, MIG would complete an analysis to identify any disadvantaged communities within the City’s sphere, as well as assess needed infrastructure improvements, as part of this optional work scope task.

The administrative draft SB 244 amendments to the General Plan, consisting of the above sections, will be submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word’s track changes function, from which MIG will revise the administrative draft General Plan Amendment and complete the draft for public review. This scope and budget assume one round of comments and revisions with staff.

Task 8a Deliverables

- One (1) electronic copy of the Administrative Draft General Plan Amendment for City review and comment
- One (1) electronic copy and 15 printed copies of Public Review Draft General Plan Amendment

Task 9: SB 1000 – Environmental Justice

As of January 1, 2018, cities and counties are required to either adopt an Environmental Justice Element in their General Plan or integrate environmental justice policies and goals into the elements of the General Plan “upon the adoption or next revision of two or more elements concurrently” (Government Code Section 65302[h][2]). With the update to the Safety Element and Housing Element, an Environmental Justice Element or environmental justice policies integrated into the General Plan would be required. We recommend preparation of a stand-alone element.

Based on our current work on Environmental Justice Elements, we know that the State of California Department of Justice has taken on an active interest in reviewing jurisdictions that are required to prepare an Environmental Justice Element and scrutinize the process involving their preparation.

TASK 9.1: EXISTING CONDITIONS MEMO

As part of preparing the Environmental Justice Element, MIG will conduct a comprehensive analysis regarding environmental pollution exposure. Using CalEnviroScreen 3.0 and other available resources, we will map disadvantaged communities and will research the social, economic, and pollution data sets. The background information will be consolidated into a memorandum with a text summary and map information. The memorandum will be submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word’s track changes function. This scope and budget assume one round of comments and revisions with staff. MIG will incorporate these comments into the Environmental Justice Element (see Task 9.2 below).

TASK 9.2: ENVIRONMENTAL JUSTICE ELEMENT

MIG will prepare an Environmental Justice Element. We anticipate that policy will focus on strategies to reduce pollution exposure and environmental burdens affecting low-income and minority populations, together with improving air quality and minimizing impacts on sensitive population groups. MIG will prepare an administrative draft Environmental Justice Element, submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the administrative draft and complete the draft Environmental Justice Element for public review.

This scope and budget assume that this optional item will be activated by the City of Lancaster at the onset of the program and that related community engagement activities will be folded into other scoped items (i.e., the Housing Element workshops will also address environmental justice concerns.)

TASK 9.3: SB 1000 WORKSHOP

As an additional optional item, focused outreach such as a workshop tailored to needs within disadvantaged communities can occur within the disadvantaged community-designated area. MIG will create a public workshop flyer. City staff will be responsible for identifying and securing a meeting location and for the printing and distribution of public notices and flyers, and any related advertising regarding the workshops.

MIG will organize and lead the workshop, which will be structured to gather input from key local stakeholders, particularly residents and local advocacy groups. The meeting will be organized to include a presentation by the MIG Team that incorporates maps and information presented in the Existing Conditions Memo (Task 9.1), followed by an MIG-facilitated discussion regarding environmental justice issues and creative approaches to address needs. Following the workshop, MIG will prepare a brief workshop summary.

Task 9 Deliverables

- One (1) electronic copy of the Existing Conditions Memo
- One (1) electronic copy of the Administrative and Draft General Plan Amendment for City review and comment
- One (1) electronic copy and 15 printed copies of Public Review Draft General Plan Amendment
- Workshop flyer – Draft and Final (electronic)
- One (1) public workshop and workshop summary (electronic)

Task 10: SB 1241, AB 2911, SB 99 (Safety Element – Fire)

SB 1241 requires that the Safety Element, upon the next revision of the Housing Element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in State responsibility areas and very high fire hazard severity zones. As reported by CalFire, Office of the State Fire Marshall, Lancaster does not contain any local or State responsibility areas identified within very high fire severity zones; thus, the Safety Element does not require an update just to address this issue. SB 99 requires an analysis of residential developments without two emergency evacuation routes. We have included an allowance to complete this analysis. Deliverables associated with this task item will be folded into Task 11 below.

Task 11: SB 379 Safety Element and Local Hazard Mitigation Plan

SB 379 requires that, upon the next revision of a Local Hazard Mitigation Plan (LHMP) on or after January 1, 2017, or on or before January 1, 2022, if a jurisdiction has not adopted a LHMP, the Safety Element

(and other elements as needed) must be updated to address climate resiliency. Lancaster has an adopted LHMP dated 2013.

MIG has included on our team Atlas Planning Solutions as a subconsultant to support LHMP preparation. With over 18 years of planning experience, Aaron Pfannenstiel, AICP, will be the primary point of contact and manage the planning effort. He will be supported by Suzanne Murray, a 15-year army reserve veteran who will oversee document preparation, analysis, and quality control to ensure the plan is easy to read and understand. Their qualifications are presented following this task description.

The following scope of work is based on Atlas Planning Solution's understanding of the desired tasks and level of effort necessary to complete a DMA 2000-compliant LHMP update for the City of Lancaster. This scope can be refined to meet your needs and provide the City with a meaningful document that will inform future decisions.

TASK 11-1. LHMP PLANNING/DEVELOPMENT PROCESS

The Atlas Planning Solutions' team will assist MIG and the City with the planning and development process. This task will focus on the following elements that will help ensure the planning process is initiated effectively.

11-1.1 LHMP and Safety Element Kick-Off Meeting and Research

This meeting will consist of initial research and discuss additional data and information available from the City. MIG and Atlas will attend the meeting with City staff.

The LHMP planning process involves two very important components. To ensure compliance with federal requirements, the process must include: 1) an internal meeting with a planning team created by the City and an outreach and 2) engagement effort with the community to allow for input and feedback into the process. The following tasks are proposed to comply with these requirements.

11-1.2 Hazard Mitigation Planning Team Meetings

The Planning Team will consist of City staff, stakeholder agencies (local, state, federal), and community partners invited by the City (nonprofits, residents, businesses, etc.). Facilitation of these meetings will focus on the planning process outlined in DMA 2000 and FEMA's *Local Mitigation Plan Review Guide* and *Local Mitigation Planning Handbook*. Atlas Planning Solutions staff will conduct four two-hour meetings with the Planning Team over the course of four months as part of plan development. These meetings will address the following topics:

- **Planning Team Meeting #1:** Review the work program, schedule, outreach/engagement strategy, critical facilities list, and hazards of concern addressed in the plan.
- **Planning Team Meeting #2:** Review hazard profiles, hazards mapping, and overview of risk assessment.
- **Planning Team Meeting #3:** Review risk assessment analysis and begin mitigation actions development and brainstorming.
- **Planning Team Meeting #4:** Review, revise, and prioritize mitigation actions and discuss monitoring and implementation workbook.

Aaron Pfannenstiel will attend, facilitate, and document each meeting. Meetings will be conducted in person with the Planning Team at a location designated by MIG and the City project manager. Six hours of staff time has been assumed for each meeting for preparation, attendance, and travel. If additional meetings or time is necessary, such can be provided under a separate scope and fee, upon request.

11-1.3 Public Meetings

To provide a process that meets FEMA guidance and requirements, Atlas Planning Solutions proposes

the following public meetings:

- **Public Review Draft LHMP Meeting.** This meeting will take place during the required public review period and will provide an opportunity for the public, stakeholders and planning team members to comment on the draft LHMP. The intent of this meeting is to explain the LHMP document (purpose, content, etc.) and the next steps in the planning process and provide a forum for input and feedback on the plan and outstanding community concerns. We often recommend that this meeting be conducted during a regularly scheduled City meeting, like a Planning Commission or City Council meeting.
- **LHMP Final Adoption Hearing.** This meeting will take place upon receipt of final approval from FEMA. At this meeting, the Lancaster City Council will take final action to adopt the LHMP. Once adopted, the City will be able to pursue additional grant funds for future mitigation projects.

11-1.4 Outreach and Engagement Content

A key component of the planning process is ensuring effective involvement of the community during plan preparation. For this type of plan, our notion of community includes residents, business, City staff, and surrounding jurisdictions. While there are many strategies that can be used to conduct outreach, there are several ways that we believe would work best for the City.

Community Engagement Strategy Development

Upon receipt of the notice to proceed, the Atlas Planning Solutions team will prepare a community engagement strategy for review and approval by City staff and eventually the Planning Team, if desired. This strategy will outline the preferred options for community engagement based on a detailed discussion with City staff (as part of the kick-off meeting) about prior engagement activities, recent successes and challenges with outreach, and other concerns identified during this process. We will discuss whether these outreach efforts might be combined with those occurring for the General Plan Amendments.

Online Media/Survey Development

Online outreach efforts have proven very effective for these processes. They typically include web pages/websites for project information and updates, social media sites, and online surveys through services like Survey Monkey. The following tasks are anticipated to be incorporated into the strategy:

- **Online Media.** Atlas Planning Solutions staff will develop web content that explains what an LHMP is, why the City is preparing one, what information will be in the plan, and ways that stakeholders can contact the City and stay engaged in the planning process. This content will be provided for upload to the City's website, with the assumption that City staff will manage the site for this project.
- **Social Media.** Atlas Planning Solutions staff will prepare content for use on social media sites such as Facebook, Twitter, and Nextdoor. The Atlas Planning Solutions team will research the types of sites actively used by the City and discuss staff preferences. In addition, many local groups and organizations with an online presence in the community can help with engagement activities, if desired by the City. Prior to engaging these groups, the Atlas Planning Solutions team will work with staff to understand which organizations and groups are most appropriate to assist with this effort.
- **Online Survey.** An online survey is an easy and sometimes powerful way of gathering qualitative and quantitative data to inform plan preparation. The Atlas Planning Solutions team is prepared to develop an online survey that can be distributed to the community via email and social media. Distribution of the survey should involve residents, business, City staff, and surrounding jurisdictions. Prior to distribution, this survey will be distributed to the Planning Team during Planning Team Meeting #1 for review and feedback.

The steps outlined above will become part of the documentation of the planning process required for an

LHMP. This documentation is considered an ongoing component of all subsequent tasks. Upon completion of the Administrative Draft LHMP, the Planning Team will have an opportunity to review and provide feedback on the ways that the planning process was documented and described.

TASK 11-2. HAZARD ASSESSMENT

Development of the LHMP risk assessment will involve hazard identification and profiles, hazard mapping, vulnerability assessment, and capability assessment.

11-2.1 Hazard Identification and Profiles

Atlas Planning Solutions will develop profiles for natural hazards identified during Planning Team Meeting #1. The hazards anticipated to be profiled may include:

- Seismic Hazards
- Flooding
- Windstorm
- Wildfire
- Climate change
- Human-Caused Hazards

11-2.2 Prioritize Hazards

Each profile will include a description of the hazard; previous occurrences, locations, and extents (magnitude or strength); and probability of future occurrences. Location-based hazard data will be mapped using GIS by MIG, with guidance and oversight by Aaron Pfannenstiel (see Task 11-2.3).

An important consideration in hazard profiles is the impact associated with climate change. Although they do not require it, FEMA and Cal OES are requesting that climate change be integrated into local hazard mitigation planning efforts where possible. Our recommendation is to address potential impacts and vulnerabilities within each hazard profile because certain hazards can be exacerbated by climate change and others cannot. The discussion is typically qualitative in nature; however, some quantitative analysis can be incorporated based on readily available information and data from Cal-Adapt. Inclusion of this discussion will also assist the City with SB 379 compliance within the General Plan Safety Element.

11-2.3 Hazard Mapping

The following subtasks will be conducted to complete the Hazard Mapping task:

11-2.3a Critical Facilities Inventory

Atlas Planning Solutions will work with the Planning Team to update the City's inventory of "critical facilities" (key outcome of Planning Team Meeting #1), which will be a key component of the risk assessment. This inventory will assist the City in future capital improvements planning and programming, which will be important for monitoring and implementation. Anticipated facilities are key buildings, critical facilities and infrastructure (pump stations, reservoirs, bridges), and other locations of concern. Upon completion and approval by the Planning Team, this inventory will be mapped in GIS by MIG staff (Task 11-2.3b).

11-2.3b GIS Mapping and Analysis

The MIG team will map the hazards of concern identified in the hazard profiles task, above. As part of this mapping, current and future development anticipated by the City will be identified, which can affect the City's potential mitigation strategy. Understanding new development and key hazard conditions will inform an assessment of the vulnerability of certain locations to given hazard events. An outcome of this analysis will be the ability to develop future requirements/regulations to further reduce risk and vulnerability, where applicable, which can be a powerful planning tool for the City. As a component of this task, the mapping and analysis will align with sections 5.2.2, 5.3.2, and 5.4.2 of the State of California Hazard Mitigation Plan.

TASK 11-3. VULNERABILITY ASSESSMENT

This task involves the development of a Vulnerability Assessment for the City of Lancaster, which includes the following components:

11-3.1 Hazard Vulnerability Assessment

Using the hazard profiles, critical facilities inventory, GIS mapping and analysis, and capabilities assessment (see task 11-3.2), a hazard vulnerability analysis that quantifies and portrays the locations in the planning area that are most at risk for each hazard will be prepared. The results of this analysis are typically provided in a table identifying the hazards and critical facilities at risk, where applicable.

As part of this assessment vulnerable structures and potential loss estimates for the critical facilities will be provided using the approved inventory. The LHMP will prioritize essential facilities owned/controlled by the City. Our typical approach for loss estimation uses existing GIS data sets and insured valuation of critical facilities from the City. If insured values are not available, we will work with facilities and risk management staff to come up with estimates for potential losses that can be used in this portion of the plan.

11-3.2 Capabilities Assessment

A capabilities assessment is a comprehensive review of the mitigation capabilities and tools currently available to the City to implement the mitigation strategy. Using a community capabilities assessment worksheet created by Atlas Planning Solutions, we will work with the City to review current mitigation capabilities—e.g., programs, staffing, funding, and other resources—as well as current infrastructure that is potentially vulnerable during a disaster. The capabilities assessment will also describe the City's past and current mitigation activities. When the capabilities assessment is complete, Atlas Planning Solutions will use the information to refine potential mitigation strategies that can be implemented to address City needs.

TASK 11-4. HAZARD MITIGATION STRATEGY

This task involves the development of a Hazard Mitigation Strategy, which includes the following components:

11-4.1 Develop Hazard Mitigation Goals

A key outcome of the hazard mitigation planning process is the establishment of hazard mitigation goals. During Planning Team Meetings 1 through 3, hazard mitigation planning goals will be discussed with the Planning Team and, upon initiation of this task, will confirm these goals prior to development of mitigation actions. Based on the data collection and analysis during the planning process, Atlas Planning Solutions will ask the Planning Team to answer the following questions:

Do the goals:

- reflect current state goals?
- account for current and future hazard concerns in the City?
- reflect the City's risk assessment?
- support the City's mitigation priorities and capabilities?

Based on the answers to these questions, the project mitigation goals will be finalized, after which the mitigation action plan can be completed.

11-4.2 Develop, Evaluate, and Prioritize Hazard Mitigation Actions

Atlas Planning Solutions will work with the Planning Team to develop mitigation actions based on the vulnerability and capability assessments. The identified mitigation actions will form the comprehensive mitigation strategy. Working with the Planning Team, Atlas Planning Solutions will develop a process and criteria to prioritize identified mitigation actions. The identification and prioritization process will ensure

that mitigation actions/strategies are realistic and achievable and reflect long-term priorities. Fundamental to the process are key factors such as life, property, health, and safety protection and the availability of funding for any given project. Once identified, the "STAPLEE" approach promoted by FEMA will be used as a framework for developing additional prioritization criteria. The STAPLEE approach analyzes the social, technical, administrative, political, legal, economic, and environmental feasibility of each proposed mitigation action. To the extent that information and the appropriate data are available, cost estimates will be prepared on a defined, comparative-cost scale to compare and prioritize mitigation actions. Upon completion of the mitigation actions, Atlas Planning Solutions will conduct Planning Team Meeting #4, which includes a facilitated discussion of the draft mitigation actions to further refine and prioritize the list.

TASK 11-5. HAZARD MITIGATION PLAN MAINTENANCE PROCESS

A key component of the hazard mitigation planning process is the identification of the plan maintenance process that will be used over the five-year lifespan of the plan.

11-5.1 Monitoring and Implementation Chapter Development

This task includes the preparation of the Monitoring and Implementation chapter of the LHMP that identifies the plan maintenance and implementation steps over the five-year plan period. This chapter will describe the methods and schedule for monitoring, evaluating, and updating the plan; how the mitigation plan elements will be incorporated into other planning mechanisms; and how the public will remain involved throughout the planning process. Completion of this task will also complete the Administrative Draft LHMP. Once complete, the Administrative Draft LHMP will be distributed to the Planning Team for review and comment.

TASK 11-6. PLAN COMPILATION

11-6.1 Public Review Draft Hazard Mitigation Plan

Upon receipt of comments from the Planning Team on the Administrative Draft LHMP, Atlas Planning Solutions will prepare the public review draft of the document for final review and approval by the City (and Planning Team, if necessary). Upon approval from the City, the Draft LHMP will be distributed for public review. The City website, social media, and emails will identify where the document can be accessed, either electronically or in hard copy. We typically recommend a review period of 30 days, but this can be modified based on City/Planning Team desires. During this period, a public workshop can be conducted (see Task 11-1.3).

Deliverable(s):

- Two (2) printed copies of Public Review Draft LHMP and electronic PDF version

11-6.2 Cal OES/FEMA Draft Hazard Mitigation Plan

Upon completion of the public review period, Atlas Planning Solutions will review comments received and prepare revisions to the LHMP document in preparation for transmittal to Cal OES/FEMA. Completion of this task also includes preparation of the FEMA Plan Review Tool, which will accompany the document when transmitted. For budgeting purposes, this task assumes 16 hours of staff time for completion of revisions requested by Cal OES/FEMA. This budget is based on experience with similar plans at this stage. If significant comments are received that require substantial work, additional staff time may be required.

Deliverable(s):

- One (1) printed copy of Cal OES/FEMA Draft LHMP and electronic PDF version

11-6.3 Final Adoption Hazard Mitigation Plan

Upon receipt of an Approved Pending Adoption letter from FEMA, Atlas Planning Solutions will prepare a final version of the LHMP for City Council adoption. As part of this task, Atlas Planning Solutions will also assist staff with the content for the Staff Report and Resolution of Adoption. For budgeting

purposes, this task assumes 12 hours of staff time, a portion of which has been allocated to final hearing attendance.

Deliverable(s):

- Two (2) printed copies of Final Adoption LHMP and electronic PDF version

TASK 11-7. GENERAL PLAN SAFETY ELEMENT

The Lancaster General Plan Safety Element requires update to comply with California Senate Bills 1035 (requires update when the Housing Element is updated) and 379 (requires addressing climate change/adaptation). Under this task, Atlas Planning Solutions and MIG will complete this focused update to ensure the Safety Element addresses climate change/adaptation effectively for the hazards of concern to the City. It is assumed that major focus of this effort will include drought and extreme heat for the City.

MIG will prepare an administrative draft Safety Element Amendment, submitted electronically for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the administrative draft and complete the draft Safety Element Amendment for public review.

Deliverable(s):

- One (1) electronic copy of the Administrative and Draft General Plan Amendment for City review and comment
- One (1) electronic copy and 15 printed copies of Public Review Draft General Plan Amendment

Housing Element Update + Optional Tasks	Principal HRS @ \$225	Project Manager HRS @ \$145	Project Associate HRS @ \$110	Environmental Analyst HRS @ \$130	Administrative Staff HRS @ \$95	MIG Total	Atlas	Project Total
Optional/As-Needed Tasks								
Task 8: SB 244								
8-SB244 Compliance (DUCs)	4 \$ 900	8 \$ 1,160	64 \$ 7,040	4 \$ 520	0 \$ -	80 \$ 9,620	\$ -	\$ 9,620
8-D SB 244 GPA Directs						\$ 200	\$ -	\$ 200
Subtotal	4 \$ 900	8 \$ 1,160	64 \$ 7,040	4 \$ 520	0 \$ -	80 \$ 9,820	\$ -	\$ 9,820
Task 9: SB 1000/Environmental Justice Element								
9.1 SB 1000 Existing Conditions Memo	2 \$ 450	8 \$ 1,160	40 \$ 4,400	4 \$ 520	0 \$ -	54 \$ 6,530	\$ -	\$ 6,530
9.2 SB 1000 Environmental Justice Element	2 \$ 450	8 \$ 1,160	60 \$ 6,600	4 \$ 520	0 \$ -	74 \$ 8,730	\$ -	\$ 8,730
9.3 OPTIONAL Environmental Justice - Workshop	2 \$ 450	14 \$ 2,030	22 \$ 2,420	\$ -	0 \$ -	38 \$ 4,900	\$ -	\$ 4,900
9-D Environmental Justice Directs						\$ 400	\$ -	\$ 400
Subtotal	6 \$ 1,350	30 \$ 4,350	122 \$ 13,420	8 \$ 1,040	0 \$ -	166 \$ 20,560	\$ -	\$ 20,560
Task 10: Safety Element - Fire								
10 Fire and SB 99 Analysis	\$ -	2 \$ 290	16 \$ 1,760	\$ -	\$ -	18 \$ 2,050	\$ -	\$ 2,050
Subtotal	0 \$ -	2 \$ 290	16 \$ 1,760	0 \$ -	0 \$ -	18 \$ 2,050	\$ -	\$ 2,050
Task 11: LHMP/Safety Element								
11.1 LHMP Planning/Development Process	\$ -	6 \$ 870	4 \$ 440	\$ -	8 \$ 760	18 \$ 2,070	\$ 11,520	\$ 13,590
11.2 LHMP Hazard Assessment	\$ -	2 \$ 290	36 \$ 3,960	\$ -	\$ -	38 \$ 4,250	\$ 12,540	\$ 16,790
11.3 LHMP Vulnerability Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$ -	\$ 12,960	\$ 12,960
11.4 LHMP Hazard Mitigation Strategy	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$ -	\$ 5,820	\$ 5,820
11.5 LHMP Hazard Mitigation Plan Maintenance Process	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$ -	\$ 3,000	\$ 3,000
11.6 LHMP Plan Compilation	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$ -	\$ 7,980	\$ 7,980
11.7 General Plan Safety Element Focused Update	4 \$ 900	16 \$ 2,320	24 \$ 2,640	\$ -	\$ -	44 \$ 5,860	\$ 10,320	\$ 16,180
11-D LHMP/Safety Element Directs	\$ -	\$ -	\$ -	\$ -	\$ -	0 \$ 400	\$ 1,283	\$ 1,683
Subtotal	4 \$ 900	24 \$ 3,480	64 \$ 7,040	0 \$ -	8 \$ 760	100 \$ 12,580	\$ 65,423	\$ 78,003
OPTIONAL ITEMS SUBTOTAL								
	14 \$ 3,150	64 \$ 9,280	266 \$ 29,260	12 \$ 1,560	8 \$ 760	364 \$ 45,010	\$ 65,423	\$ 110,433

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

NAMED INSURED: MOORE IACOFANO GOLTSMAN,

POLICY NUMBER: 6801H899998

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

POLICY NUMBER: 6801H899998

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER 6801H899998

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 5/19/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

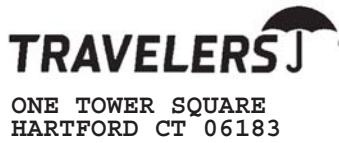
1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB2L553909

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

POLICY NUMBER: BA6K931299

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOORE IACOFANO GOLTSMAN, INC

Endorsement Effective Date: 8/31/2019

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Lancaster, its elected officials, officers, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

The Agreement for Professional Services (Agreement) dated June 9, 2020, between the City of Lancaster (“City”) and Moore Iacofano Goltsman, Inc. (“Consultant”) is hereby amended, to be effective as of _____ July 29, 2020. Specifically, the Parties desire to modify the obligations of the Consultant, as set forth in Section 6 of the Agreement.

Accordingly, the Agreement is hereby amended by adding a new Subsection D to Section 6 of the Agreement, as follows:

Section 6.

D. Consultant shall only utilize Parcel Ownership data provided by the City for purposes of updating the City’s Housing Element document, and shall not sell, share or otherwise provide technology or data related to Parcel Ownership to any third party individual, entity or organization without the City’s prior written authorization.

The Parties acknowledge and agree that all other provisions set forth in the Agreement remain in full force and effect.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

DocuSigned by:
Jason Caudle
By: 8137CEA3D089472...
Jason Caudle, City Manager

July 29, 2020 | 1:26:49 PM PDT
Dated: _____

Moore Iacofano Goltsman, Inc.

DocuSigned by:
Laura Stetson
By: 49245F8E40004DB...
(Name, Title)

July 29, 2020 | 10:08:25 AM PDT
Dated: _____

ATTEST:

DocuSigned by:
Andrea Alexander
E37A8C8A94E5421...
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Joelle Castro
032C592003B94CF...
City Attorney

CONTRACT SUBMISSION APPROVAL:

DS
JH
Department Head

ADDITIONAL AUTHORIZATION NO. 1
FOR CONSULTANT SERVICES

TO: Laura Stetson, Principal
Moore Iacofano Goltsman, Inc. (MIG)
537 South Raymond Avenue
Pasadena, CA 91105

Under the terms of our Professional Consultant Services Agreement dated June 9, 2020, you are authorized to proceed with the following consulting services:

<u>Project:</u>	Housing Element Update (RFQ #721-19), Tasks No. 1-7, and 12
<u>Original Authorization:</u>	\$110,433.00
<u>Previous Additional Authorization:</u>	\$0.00
<u>This Authorization:</u>	\$100,177.00
<u>Total Not to Exceed:</u>	\$210,610.00
<u>Date Required:</u>	Immediately
<u>Project Manager:</u>	Larissa De La Cruz

ACCEPTED:

Laura Stetson, Principal
Moore Iacofano Goltsman, Inc. (MIG)

Date

AUTHORIZED:

Jason Caudle
City Manager

Date

STAFF REPORT
City of Lancaster

CC 5
9/22/2020
JC

Date: September 22, 2020

To: Mayor Parris and City Council Members

From: George N. Harris, III-Finance Director

Subject: CDBG Subrecipient Agreement between the City of Lancaster and The People Concern to provide funding for Kensington Campus Infrastructure

Recommendation:

- a. Approve the CDBG Subrecipient Agreement between the City of Lancaster and The People Concern
- b. Appropriate \$150,000.00 from 2019/20 CDBG Program Year Funds
- c. Authorize the City Manager or designee to execute all contracts and associated documents, including subrecipient agreements, subject to City Attorney approval

Fiscal Impact:

None to the General Fund

Background:

On May 26, 2020, the City Council approved the Substantial Amendment to the 2019-2020 Community Development Block Grant (CDBG) Action Plan, in response to a thorough review of the proposed activities, consultation with Housing and Urban Development representatives, recognition of emerging City needs and the COVID-19 pandemic, enabling the City to be more responsive in meeting the needs of the community.

Additionally, part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116-136) funding to the U.S. Department of Housing and Urban Development (HUD) made available supplemental CDBG funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). By entitlement, the City of Lancaster received a special CDBG-CV allocation in the amount of \$874,303.00.

The Substantial Amendment to the 2019-2020 Community Development Grant (CDBG) Action

plan provides for funds in the amount of \$150,000.00 be granted to The People Concern to help offset the costs of the Edison Electrical Connection for the Kensington Campus Phase 3 improvements. Excerpt from the above referenced action plan is shown below:

Proposed Substantial Amendment PY 19/20:	Kensington Campus Infrastructure
HUD Matrix Code:	03C – Homeless Facilities
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$150,000.00
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Construct / Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide – Kensington Campus

Attachment:
CDBG Subrecipient Agreement between the City of Lancaster and The People Concern
Substantial Amendment to the 2019-2020 Community Development Block Grant (CDBG)
Action Plan

CDBG SUBRECIPIENT AGREEMENT

This **CDBG SUBRECIPIENT AGREEMENT (Fair Housing Services)** (“Agreement”) is made and entered into as of July 1, 2019, by and between the **CITY OF LANCASTER**, a municipal corporation and charter city (“City”), and **THE PEOPLE CONCERN**, a California nonprofit public benefit corporation (“Subrecipient”).

RECITALS

A. City has applied for and received (“CDBG Funds”) from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, 42 U.S.C. Section 5301, *et seq.*, (as amended, the “HCD Act”), and the regulations promulgated thereunder at 24 CFR part 570 (“CDBG Regulations”; and, together with the HCD Act, the “CDBG Program”).

B. City wishes to engage the Subrecipient to assist the City in utilizing such CDBG Funds.

C. City has engaged Subrecipient to provide the Services described herein, or similar services, in the 2019/20 CDBG Program Year and prior years.

D. City and Subrecipient now desire to enter into this Agreement to provide for City to transfer CDBG Funds to Subrecipient to enable Subrecipient to perform the Services required by this Agreement, all in accordance with the CDBG Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Statement of Work. Subrecipient agrees to provide infrastructure improvements as described in the Statement of Work, as described in Attachment No 1, attached hereto and by this reference made a part hereof. In connection with the scope of work, Subrecipient shall comply with all requirements of the HCD Act and all other requirements of this Agreement. In addition, Subrecipient shall perform in accordance with the Subrecipient Handbook for CDBG Funding (“Subrecipient Handbook”), which Subrecipient acknowledges it has received from City.

1.2 National Objectives. Subrecipient certifies that the proposed scope of work meets the National Objectives of the CDBG Program by benefiting a limited clientele, at least 51% of whom are low- and moderate-income persons, to 24 CFR 570.208(a)(2).

1.3 Levels of Accomplishment – Goals and Performance Measures. Subrecipient agrees to provide electrical infrastructure as required by the County of Los Angeles, at the Kensington Homeless Campus.

1.4 Performance Monitoring. City will monitor the performance of the Subrecipient against the goals and performance standards set forth above. From time to time, City shall be entitled to audit and review Subrecipient’s performance of the work in accordance with the terms hereof, and as may be otherwise appropriate to verify adequate performance of the work and compliance with the HCD Act and this Agreement. Substandard performance as determined by the City will constitute

noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, termination procedures will be initiated in accordance with Section 4.10.

ARTICLE 2 TIME OF PERFORMANCE

2.1 Term. Services of the Subrecipient shall start on the 1st day of July, 2020 and end on the 30th day of June, 2021 (“Term”). The Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG Funds or other CDBG assets, including program income.

ARTICLE 3 BUDGET AND PAYMENTS

3.1 Budget. Subrecipient has submitted a budget to City for approval; a copy of the Subrecipient’s fiscal year 2020-2021 budget for the Services is attached as Attachment No. 1 (Scope of Work) and incorporated herein. Any amendments to the approved budget for the Services must be approved by the City’s Director of Finance or authorized designee (“Director”). In the event this Agreement is extended past the initial one-year Term, Subrecipient shall prepare and submit to the Director for approval annual budgets for each year during which this Agreement remains in effect. The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

3.2 Payments. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$150,000.00. Drawdowns for the payment of eligible expenses for work, shall be made based on the line item budget specified in Section 3.1 herein and in accordance with Subrecipient’s performance of the work. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR 84.21.

3.3 Requests for Payments. To receive each payment under this Agreement, Subrecipient shall submit to the City a Subrecipient Reimbursement Request in substantially the form included in the Subrecipient Handbook and such other and supporting documentation as may be requested by the City to verify Subrecipient’s performance of the Services for which the payment is requested.

3.4 Accounting. Subrecipient shall, upon request, provide City with an accounting report, in form and content reasonably satisfactory to City, of any funds disbursed by City pursuant to Section 3.2.

ARTICLE 4 GENERAL CONDITIONS

4.1 General Compliance. The Subrecipient agrees to comply with all CDBG Regulations, including subpart K thereof, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable federal, state and local laws,

regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

4.2 Independent Contractor. In performing under this Agreement, Subrecipient is and shall at all times be acting and performing as an independent contractor to City, performing its duties in accordance with its own judgment. City shall neither have nor exercise any control or direction over the methods by which Subrecipient performs its work and function nor shall City have the right to interfere with such freedom or action or prescribe rules or otherwise control or direct the manner in which such services are performed. The sole interest of the City in the Services performed by the Subrecipient is that such Services be performed in a legal, competent, efficient, and satisfactory manner. Nothing contained herein shall cause the relationship between the parties to this Agreement to be that of employer and employee. Subrecipient shall not have the authority to obligate City to any contract, obligation, or undertaking whatsoever and shall make no representation, either oral or in writing, except those expressly set forth in the materials provided by City.

4.3 Hold Harmless. The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

4.4 Insurance.

A. Operator shall procure and maintain throughout the term of this Agreement the insurance coverages set forth below:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
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(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California	Statutory Limits
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Employers’ Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

B. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Operator's insurance and shall not contribute with it.

D. Operator shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:

"CDBG SUBRECIPIENT AGREEMENT The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

4.5 City Recognition. The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

4.6 Notices. Any approval, disapproval, demand, document or other notice ("Notice") which any party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as

Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile transmission, or (vi) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice. Service shall be deemed conclusively made at the time of service if personally served; upon confirmation of receipt if sent by facsimile transmission; the next business day if sent by overnight courier and receipt is confirmed by the signature of an agent or employee of the party served; the next business day after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by express mail; and three (3) days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

Subrecipient: The People Concern
 2116 Arlington Avenue
 Los Angeles, California 90018
 Attn: Brian McCullom

City: City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534
 Attn: Lisa Anderson

Such addresses may be changed by Notice to the other party(ies) given in the same manner as provided above.

4.7 Amendment and Waiver. This Agreement may be amended, modified, or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any representations or warranties or with any provision of this Agreement. No waiver by any party of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for non-compliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such compliance or breach.

4.8 Entire Agreement. This Agreement (including all Attachments attached hereto) embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to the subject matter.

4.9 Governing Law. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of California.

4.10 Termination.

(a) Termination for Cause. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

(i) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(ii) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

(iii) Ineffective or improper use of funds provided under this Agreement; or

(iv) Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

(b) Termination for Convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

ARTICLE 5 ADMINISTRATIVE REQUIREMENTS

5.1 Financial Management.

(a) Accounting Standards. Subrecipient agrees to comply with 24 CFR 84.21 through 84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(b) Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5.2 Documentation and Recordkeeping.

(a) Records to be maintained. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the Services to be funded under this Agreement. Such records shall include but not be limited to:

(i) Records providing a full description of each activity undertaken;

(ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program, specifically including records documenting that at least 51% of the clientele served by Subrecipient under this Agreement are persons whose family income does not exceed the low and moderate income limit;

(iii) Records required to determine the eligibility of activities;

(iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(v) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(vi) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21–28; and

(vii) Other records necessary to document compliance with the CDBG Program.

(b) Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then all pertinent records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

(c) Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

(d) Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to Services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

(e) Close Outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG Funds, including program income.

(f) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and OMB Circular A-133.

5.3 Reporting and Payment Procedures.

(a) Program Income. The Subrecipient shall prepare and deliver to City monthly reports declaring all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

(b) Payment Procedures. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient, including the Subrecipient Reimbursement Request form required by the Subrecipient Handbook, and consistent with the approved budget and other pertinent City policies concerning payments. All payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

(c) Quarterly Progress Reports. Subrecipient shall submit quarterly progress reports to the City on or before each April 15 (for January through March), July 15 (for April through June), October 15 (for July through September), and January 15 (for October through December) in the form, content, and frequency as required by the Subrecipient Handbook or as otherwise directed by City. Such reports shall include information regarding the income of individuals served by Subrecipient to satisfy the requirements of 24 CFR 570.208(a)(2)(B) and evidence satisfaction of the national objective set forth at 24 CFR 570.200(a)(2). Such reports shall describe Subrecipient's activities during the prior quarter.

5.4 Procurement.

(a) Compliance. The Subrecipient shall comply with current City policy (including as stated in the Subrecipient Handbook) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All CDBG program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

(b) OMB Standards. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 and the Subrecipient Handbook.

(c) Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with CDBG Funds provided under this Agreement.

5.5 Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

(a) The Subrecipient shall transfer to the City any CDBG Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

(b) In all cases in which equipment acquired, in whole or in part, with CDBG Funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to City for the CDBG Program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

ARTICLE 6 PERSONNEL & PARTICIPANT CONDITIONS

6.1 Civil Rights.

(a) Compliance. The Subrecipient agrees to comply with the Lancaster Municipal Code, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCDA Act.

(c) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602.

(d) Section 504. The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program.

6.2 Affirmative Action.

(a) Executive Order 11246. The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

(b) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's

business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(c) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(e) Subcontract Provisions. The Subrecipient will include the provisions of Sections 6.1, Civil Rights, and 6.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

6.3 Employment Restrictions.

(a) Prohibited Activity. The Subrecipient is prohibited from using CDBG Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(b) Labor Standard. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

(c) Prevailing Wage. The Subrecipient agrees that, to the extent applicable, all contractors engaged under contracts for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 and California Labor Code Section 1720, *et seq.* governing the payment of wages and ratio of apprentices and trainees to journey workers. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

(d) Section 3 Clause. The Subrecipient agrees, to the extent applicable, to comply with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. The Subrecipient further agrees to include the following language in all subcontracts for construction, demolition or rehabilitation work executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

6.4 Conduct.

(a) Assignment. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

(b) Subcontracts.

(i) Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

(ii) Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(iii) Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(iv) Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

(c) Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

(d) Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

(i) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by CDBG Funds.

(ii) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by CDBG Funds if a conflict of interest, real or apparent, would be involved.

(iii) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, subrecipient, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

(e) Lobbying. The Subrecipient hereby certifies that:

(i) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

(iii) It will require that the language of paragraph (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

(iv) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**ARTICLE 7
DISPUTE RESOLUTION**

7.1 Mediation and Conciliation. Any controversy between City and Subrecipient arising out of or relating to this Agreement, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on the written request of either City or Subrecipient served on the other, be submitted to a nonbinding mediation by a mediation or conciliation service mutually agreeable to Subrecipient and City, prior to submitting such controversy to arbitration pursuant to Section 7.2. The decision of the mediator or conciliator shall not be binding on either party, and exercising the provisions of this Section 7.1 shall not prevent either party to this Agreement from subsequently pursuing arbitration of the dispute or controversy as provided in Section 7.2.

7.2 Arbitration. Except as provided in Section 7.1, any controversy between City and Subrecipient arising out of or relating to this Agreement, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall, on the written request of either City or Subrecipient served on the other, be submitted to arbitration; any such arbitration shall comply with and be governed by the provisions of the California Arbitration Act (Cal. Civil Proc. Code §§ 1280 – 1294.2). City and Subrecipient shall mutually agree upon one person to hear and determine the dispute and, if the parties are unable to agree, then a judge’s decision shall be final and conclusive upon both parties. The cost of arbitration shall be divided equally among the parties. Any arbitral award, where appropriate, may be enforced by a court of competent jurisdiction through injunctive or other equitable relief, as well as relief at law (*e.g.*, damages). City and Subrecipient shall each be entitled, as a matter of right, to apply to a court of competent jurisdiction for temporary, interim, provisional, or partial injunctive relief (*e.g.*, temporary restraining order or preliminary injunction) during or prior to any arbitration proceedings. Neither this provision nor the exercise by either City or Subrecipient of its rights hereunder shall constitute a waiver by either City or Subrecipient of any other rights hereunder which it may have to damages or otherwise.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

CITY:

CITY OF LANCASTER,
a municipal corporation and charter city

By: _____
Jason Caudle
City Manager

ATTEST:

By: _____
Andrea Alexander
City Clerk

APPROVED AS TO FORM:

By: _____
Allison E. Burns, Esq.
City Attorney

APPROVED BY DIRECTOR:

By: _____
George Harris
Director, Finance

SUBRECIPIENT:

THE PEOPLE CONCERN,
a California nonprofit public benefit corporation

By: _____
John Maceri,
Chief Executive Officer

ATTACHMENT NO. 1
STATEMENT OF WORK
INCLUDING BUDGET

Kensington Campus – Phase 3

a) New electrical requirements for Phase 3 (excluding Frontier / Charter around the shelters and conduits from switch to shelters)	\$311,377.00**
b) Sidewalks around shelters	\$122,344.00
c) Equipment Pads at shelters	\$6,362.00
d) Camera systems and data	\$57,297.00
e) Raceway for fire alarm inside of the shelters	\$4,214.00
Budget Total:	\$501,594.00

**\$150,000.00 of the total cost for item “a” above will be paid thru CDBG funds, 2019-2020 program year.



CITY OF LANCASTER
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CARES ACT
SUBSTANTIAL AMENDMENT NO. 1

ANNUAL ACTION PLAN

PY 2019 - 2020

City of Lancaster

Community Development Block Grant (CDBG)

Citizen Participation Plan
CARES Act Substantial Amendment to Consolidated Plan 2015 – 2020
Annual Action Plan PY 2019 – 2020

May 5, 2020

Jurisdiction(s)

City of Lancaster

Mailing Address: 44933 Fern Avenue
Lancaster, California 93534
Telephone: 661-723-6000
Web Address: www.cityoflancafterca.org

CDBG Contacts

Lisa Anderson
Grant Administrator
Email: landerson@cityoflancafterca.org
Telephone: 661-723-6158
Fax: 661-723-5839

Toi Chisom
Director of Administrative & Community Services
Email: tchisom@cityoflancafterca.org
Telephone: 661-723-6008
Fax: 661-723-5839

Grant Number: B-19-MC-06-0558
Tax Identification Number: 95-3213004
DUNS Number: 151324167

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

BACKGROUND

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Act identified additional funding for the Community Development Block Grant (CDBG) to support preparation for and response to the community impacts of the COVID-19 pandemic. HUD's distribution plan for the additional funding included multiple phases that would allow for quick access to funding necessary to address the immediate crisis resulting from the rising pandemic, as well as phases that would support post-pandemic community recovery.

This document constitutes the City of Lancaster's substantial amendment to the following three documents:

- Citizen Participation Plan for the CDBG program
- Five-Year (FY 2015-2020) Consolidated Plan, covering July 1, 2015 through June 30, 2020
- FY 2019-2020 Action Plan, covering October July 1, 2019 through June 30, 2020

The following amendment language will be added to the respective documents to allow the City of Lancaster access to emergency CDBG-CV funding through the CARES Act to assist in ensuring a timely response to the impacts of the COVID-19 pandemic.

AMENDMENT TO THE CITIZEN PARTICIPATION PLAN

The following Section 14 will be added to the Citizen Participation Plan:

14. Substantial Amendment Process

In compliance with HUD memos, dated March 31, 2020 and April 9, 2020, the following amendments(s) are added as part of this Citizen Participation Plan.

These amendments were set up as a response to the recent novel coronavirus (COVID-19) pandemic:

- Addition of disaster response and declaration of emergency public notice requirements (reduction of 15 days to 5 days minimum) and public comment (reduction of 30 days to 5 days);
- Amendments to the Consolidated Plan and Annual Action Plan that meet the Substantial Amendment general provisions as well as expeditious allocation of uncommitted funds to emergency activities, with a reduced notice and comment period to accommodate swift allocation of funds;
- Include provisions relative to Consolidated Plan citizen participation, Community Development Block Grant (CDBG) and Grant waivers made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act;

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

- Include virtual hearings as an allowed method for citizen participation;
- Make minor edits that do not change current citizen participation policies. In the event virtual hearings are used, real-time responses and accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible.

This substantial amendment to the Citizen Participation Plan, added as Section 14, will be applicable to all CDBG community planning development grants through the City's FY 19 and FY 20 Action Plan(s).

FIVE-YEAR (FY 2015 – FY 2020) CONSOLIDATED PLAN

The following sections in the Consolidated Plan will be amended:

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

2. Summary of the Objectives and Outcomes Identified in the Plan Needs Assessment Overview

The following is specific to COVID-19 responses will be added to the Consolidated Plan:

Provide Timely Assistance to Those Impacted by the COVID-19 Pandemic

Priority: COVID-19 Pandemic Response: Priority activities may include but are not limited to:

- Building Improvements, Including Public Facilities
- Provision of New or Quantifiably increased Public Service
- Urgent Needs COVID-19 Emergency Response
- Subsistence Payments

NA-05 Overview

Needs Assessment Overview

The needs previously identified in this Consolidated Plan focused on housing, homelessness prevention and response, public services, public facilities and infrastructure. The COVID-19 pandemic has only exacerbated needs already existing in Lancaster. However, some needs have been reprioritized.

The ongoing shut-down of businesses has resulted in record unemployment, which severely impacts the low-and moderate-income households, especially those already living below the poverty level and those with severe housing cost burden.

As a result of shortages in some areas, combined with loss of income for many households, there has been substantial increase in demand for assistance through public services, especially food

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

banks, meal delivery services, and healthcare-related services. The rapid increase in demand has left many service providers under-staffed and under-resourced and has added substantial cost. The increased demand is expected to be sustained beyond the shutdown as households will take time to regain employment and economic stability.

Homelessness response and homelessness prevention has also risen in priority. Many households have been unable to pay rent since the shut-down and shelter-in-place orders were issued in early March 2020. While there are moratoriums on evictions, housing costs are still a major concern, particularly for lower income households who may be at risk of homelessness once the moratorium is lifted. Homelessness prevention must be a community priority to prevent increase in homelessness as housing protections are lifted.

Persons already experiencing homelessness are also at increased risk of infection and death due to COVID-19. Congregate shelters are not a viable housing solution in a pandemic, and persons experiencing homelessness need access to safe shelter to prevent infection and spread of the disease.

Public facilities that support healthcare or that provide safe housing for persons experiencing homelessness also are prioritized. Both temporary and permanent capacity-building for healthcare and homeless facilities are priorities as well.

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs Summary

7	Priority Need Name	COVID-19 Pandemic Response (CARES Act)	
	Priority Level	High	
	Population	Income	Extremely Low Low Moderate
	Geographic Areas Affected	Emphasis on low-income neighborhoods (area benefit) Citywide (based on income)	
	Associated Goals	Provide Timely Assistance to Those Impacted by the COVID-19 Pandemic	
	Description	Provide emergency response for persons vulnerable to health risks posed by the COVID-19 pandemic.	
	Basis for Relative Priority	In March of 2020 the Coronavirus pandemic began to impact U.S. communities and projections indicated that the elderly, persons with underlying health conditions, and persons without access to housing were at particular risk of infection and death. Communities across the nation, including the State of California, initiated Shelter in Place Orders that encouraged non-essential workers to shelter in their homes, and that shut down all non-essential businesses. Impacts from the pandemic are expected to spread from health risks from homelessness, needs for additional housing to support persons experiencing homelessness in providing non-congregate shelters to prevent the spread of COVID-19. Additionally, the Shelter-in-Place Orders resulted in mass business shut-downs during the term of the order. The shutdowns impacted non-essential services and resulted in record unemployment, causing financial strains on many lower- and moderate-income households.	

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

SP-35 Anticipated Resources – 91.215(a)(4), 91.220(c)(1,2)

Anticipated Resources

Program	Source of Funds	Use of Funds	Annual Allocation	Program Income	Prior Year(s)	Total	Amt. Avail. For Remain. ConPlan	Narrative
CDBG – CV	Public-Federal	Acquisition Admin & Planning Housing Public Improvements Public Services Urgent Need	\$874,303	\$0	\$0	\$874,303	\$0	One time aware of funding-CARES Act, March 2020

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Goal Number	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	COVID-19 Pandemic Response	2020	2020	COVID-19 Pandemic Response	Emphasis on low-income neighborhoods (area benefit) Citywide (based on income)	Public Service(s) Senior Citizen Assistance Urgent Need	CDBG: \$874,303	Feed the Need Meal Program for eligible Senior Citizens :900 Citywide Subsistence payments: 100 Households Assisted Funds to cover or reimburse the costs to prevent, prepare for and respond to coronavirus incurred by the City Approx. 400 individuals

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

FY 2019-2020 Annual Action Plan (July 1, 2019 through June 30, 2020)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

Introduction

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Act identified additional funding for the Community Development Block Grant (CDBG) program to support preparation for, and response to, the community impacts of the COVID-19 pandemic. The distribution plan of the U.S. Department of Housing and Urban Development (HUD) for the additional funding includes multiple phases: an initial phase that would allow for quick access to funding necessary to address the immediate crisis resulting from the rising pandemic, as well as later phases that would support post-pandemic community recovery.

The 2019-2020 Annual Action Plan (AP) is being amended to incorporate additional funding in the initial phase (FY 2019-2020) of HUD’s CARES Act resource distribution plan.

The City of Lancaster also proposes to take the unexpended balance(s) remaining from the approved Community Development Block Grant (CDBG) projects / activities from previous program years along with amendment and/or deletion of programs / activities previously described in the 2019-2020 Annual Action Plan and redistribute the funds to approved CDBG programs / activities as well as new CDBG programs / activities.

Pursuant to the U.S. Department of Housing and Urban Development (HUD) regulations and the City of Lancaster Citizen Participation Plan, these changes are considered a “Substantial Amendment) to the 2019-2020 Annual Action Plan that require specific citizen participation actions before the change may be approved by the City Council and submitted to HUD. To allow interested residents the opportunity to review and comment on the proposed changes, the City published a public notice on the City of Lancaster website May 20, 2020 informing residents of the availability of the Substantial Amendment document for public review and comment for a period of 5 days from May 20, 2020 to May 26, 2020. The public review and comment period concludes with a public hearing before the City Council on May 26, 2020 at 5:00 p.m. when the City Council will consider the amendment.

This amendment is necessary to reallocate unexpended CDBG funds from the previously-approved programs / activities in the amount of \$704,304.04 and \$ 1,823.00 in program income to amend and/or delete previously-approved programs / activities (PY 19/20).

Staff proposes to reallocate these funds to projects which meet the Consolidated Plan – Strategic Plan goals which are required by HUD to benefit low to moderate income persons.

The tables on the following page outline and show the proposed changes to the 2019-2020 Annual Action Plan, Section AP-38 where approved CDBG projects and activities are detailed.

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Approved Funding Allocation PY 19/20

Project Name	Kensington Campus Set-Aside Beds
HUD Matrix Code:	03T – Homeless Programs
National Objective:	Low-Mod Area (LMA) Low-Mod Clientele (LMC)
Funding:	\$60,000.00
Goals Supported:	Support Special Needs Programs and Services
Needs Addressed:	Provide Decent Affordable Housing / Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide
Description:	To cover costs associated with providing set aside beds for homeless individuals at the Kensington Campus Homeless Shelter, including wrap around support services.

Proposed Substantial Amendment PY 19/20

Project Name	Kensington Campus Set-Aside Beds
HUD Matrix Code:	03T – Homeless Programs
National Objective:	Low-Mod Area (LMA) Low-Mod Clientele (LMC)
Funding:	\$0.00
Goals Supported:	Support Special Needs Programs and Services
Needs Addressed:	Provide Decent Affordable Housing / Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide
Description:	To cover costs associated with providing set aside beds for homeless individuals at the Kensington Campus Homeless Shelter, including wrap around support services.

Approved Funding Allocation PY 19/20

Project Name	Youth Programs
HUD Matrix Code:	05D – Youth Services
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$30,000.00
Goals Supported:	Support Special Needs Programs and Services
Needs Addressed:	Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide / Eligible Census Tracts

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Description:	Funding to support youth programs including prevention, intervention, and development programs across multiple domains, including academics, workforce preparation, leadership and civic engagement, and health and well-being.
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Proposed Substantial Amendment PY 19/20

Project Name	Youth Programs
HUD Matrix Code:	05D – Youth Services
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$10,000.00
Goals Supported:	Support Special Needs Programs and Services
Needs Addressed:	Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide / Eligible Census Tracts
Description:	Funding to support youth programs including prevention, intervention, and development programs across multiple domains, including academics, workforce preparation, leadership and civic engagement, and health and well-being.

Proposed Substantial Amendment PY 19/20

Project Name	Feed the Need
HUD Matrix Code:	05A – Senior Services
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$200,000.00
Goals Supported:	Support Special Needs Programs and Services
Needs Addressed:	Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide
Description:	Funding to support a food program to deliver meals to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

Approved Funding Allocation PY 19/20

Project Name	Community Center Infrastructure & Rehabilitation
HUD Matrix Code:	03D – Youth Centers
National Objective:	Low-Mod Clientele (LMC)

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Funding:	\$360,000.00
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Construct / Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	44611 Yucca Avenue
Description:	To cover cost associated with the renovation of the Lancaster Community Center.

Proposed Substantial Amendment PY 19/20

Project Name	Community Center Infrastructure & Rehabilitation
HUD Matrix Code:	03D – Youth Centers
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$408,213.59
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Construct / Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	44611 Yucca Avenue
Description:	To cover cost associated with the renovation of the Lancaster Community Center.

Proposed Substantial Amendment PY 19/20

Project Name	Kensington Campus Infrastructure
HUD Matrix Code:	03C – Homeless Facilities
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$150,000.00
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Construct / Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide – Kensington Campus
Description:	Edison Utility Connections

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Approved Funding Allocation PY 19/20

Project Name	Park ADA Improvement Program
HUD Matrix Code:	03D – Youth Centers
National Objective:	Low-Mod Area Benefit (LMA)
Funding:	\$908,213.00
Goals Supported:	Support Special Needs Program and Services Construct and Upgrade Public Facilities / Infrastructure
Needs Addressed:	Maintain and Promote Neighborhood Preservation / Support Special Needs Programs and Services / Construct/Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Owen Memorial Park, Skytower Park, Pierre Bain Park, Eligible Census tracts
Description:	To cover cost associated with the update of area parks with the installation of all-inclusive ADA compliant playgrounds and surrounding areas.

Proposed Substantial Amendment PY 19/20

Project Name	Park ADA Improvement Program
HUD Matrix Code:	03D – Youth Centers
National Objective:	Low-Mod Area Benefit (LMA)
Funding:	\$700,000.00
Goals Supported:	Support Special Needs Program and Services Construct and Upgrade Public Facilities / Infrastructure
Needs Addressed:	Maintain and Promote Neighborhood Preservation / Support Special Needs Programs and Services / Construct/Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Owen Memorial Park, Skytower Park, Pierre Bain Park, Eligible Census tracts
Description:	To cover cost associated with the update of area parks with the installation of all-inclusive ADA compliant playgrounds and surrounding areas.

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Approved Funding Allocation PY 19/20

Project Name	Alternate Programs
HUD Matrix Code:	14A – Single Unit Rehabilitation
National Objective:	Low / Mod Housing Benefit
Funding:	\$50,000.00
Goals Supported:	Maintain and Promote Neighborhood Preservation
Needs Addressed:	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Eligible Census tracts - Citywide
Description:	To cover cost associated with implementation of housing programs to assist low / low moderate homeowners with emergent housing issues / repairs

Proposed Substantial Amendment PY 19/20

Project Name	Alternate Programs
HUD Matrix Code:	14A – Single Unit Rehabilitation
National Objective:	Low / Mod Housing Benefit
Funding:	\$0.00
Goals Supported:	Maintain and Promote Neighborhood Preservation
Needs Addressed:	Provide Decent Affordable Housing Maintain and Promote Neighborhood Preservation
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Eligible Census tracts - Citywide
Description:	To cover cost associated with implementation of housing programs to assist low / low moderate homeowners with emergent housing issues / repairs

Approved Funding Allocation PY 19/20

Project Name	Code Enforcement Officers
HUD Matrix Code:	15 – Code Enforcement
National Objective:	Low-Mod Housing (LMH)
Funding:	\$219,152.00
Goals Supported:	Maintain and Promote Neighborhood Preservation

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Needs Addressed:	Maintain and Promote Neighborhood Preservation
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Eligible Census Tracts
Description:	Funds will be allocated for the salary and overhead costs incurred by code enforcement staff within a targeted area of the City. This effort is being provided to help promote social and physical revitalization as well as enhance the quality of life for its residents through rehabilitation efforts. These code enforcement activities, together with public improvements, rehabilitation and services to be provided, are expected to help reverse the declining conditions and recent trends of deterioration within the neighborhoods.

Proposed Substantial Amendment PY 19/20

Project Name	Code Enforcement Officers
HUD Matrix Code:	15 – Code Enforcement
National Objective:	Low-Mod Housing (LMH)
Funding:	\$0.00
Goals Supported:	Maintain and Promote Neighborhood Preservation
Needs Addressed:	Maintain and Promote Neighborhood Preservation
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Eligible Census Tracts
Description:	Funds will be allocated for the salary and overhead costs incurred by code enforcement staff within a targeted area of the City. This effort is being provided to help promote social and physical revitalization as well as enhance the quality of life for its residents through rehabilitation efforts. These code enforcement activities, together with public improvements, rehabilitation and services to be provided, are expected to help reverse the declining conditions and recent trends of deterioration within the neighborhoods.

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Approved Funding Allocation PY 19/20

Project Name	108 Loan Repayment Mental Health Assn
HUD Matrix Code:	19F – Planned Repayment of Section 108 Loan
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$96,535
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Construct / Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide / Eligible Census Tracts
Description:	Funds will be used to repay a \$1.45 million loan that was used to acquire property for the new site of the Antelope Valley Mental Health Association within the North Downtown Neighborhood Revitalization/Transit Village project area.

Proposed Substantial Amendment PY 19/20

Project Name	108 Loan Repayment Mental Health Assn
HUD Matrix Code:	19F – Planned Repayment of Section 108 Loan
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$98,143.00
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Construct / Upgrade Public Facilities / Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide / Eligible Census Tracts
Description:	Funds will be used to repay a \$1.45 million loan that was used to acquire property for the new site of the Antelope Valley Mental Health Association within the North Downtown Neighborhood Revitalization/Transit Village project area.

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

Approved Funding Allocation PY 19/20

Project Name	108 Loan Repayment Fox Field Infrastructure / Corridor
HUD Matrix Code:	19F – Planned Repayment of Section 108 Loan
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$26,380.00
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Maintain and Promote Neighborhood Preservation / Construct/Upgrade Public Facilities/Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide
Description:	Funds will be used to repay a \$320,000 loan that was used for public improvements to the Fox Field Industrial area. The improvements have been completed and will aid in attracting new industrial and manufacturing businesses to the area expanding economic and job creation opportunities.

Proposed Substantial Amendment PY 19/20

Project Name	108 Loan Repayment Fox Field Infrastructure / Corridor
HUD Matrix Code:	19F – Planned Repayment of Section 108 Loan
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$30,495.00
Goals Supported:	Construct / Upgrade Public Facilities / Infrastructure
Needs Addressed:	Maintain and Promote Neighborhood Preservation / Construct/Upgrade Public Facilities/Infrastructure
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Citywide
Description:	Funds will be used to repay a \$320,000 loan that was used for public improvements to the Fox Field Industrial area. The improvements have been completed and will aid in attracting new industrial and manufacturing businesses

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

	to the area expanding economic and job creation opportunities.
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Approved Funding Allocation PY 19/20

Project Name	108 Loan Repayment Antelope Valley Children’s Center
HUD Matrix Code:	19F – Planned Repayment of Section 108 Loan
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$98,559.00
Goals Supported:	Maintain and Promote Neighborhood Preservation / Support Special Needs Programs and Services
Needs Addressed:	Maintain and Promote Neighborhood Preservation / Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Eligible Census Tracts
Description:	Funds will be used to repay a \$1.5 million loan that was used to construct a 14,445 square foot Antelope Valley Child Abuse Center within the City's North Downtown Neighborhood Revitalization/Transit Village project area.

Proposed Substantial Amendment PY 19/20

Project Name	108 Loan Repayment Antelope Valley Children’s Center
HUD Matrix Code:	19F – Planned Repayment of Section 108 Loan
National Objective:	Low-Mod Clientele (LMC)
Funding:	\$100,182.60
Goals Supported:	Maintain and Promote Neighborhood Preservation / Support Special Needs Programs and Services
Needs Addressed:	Maintain and Promote Neighborhood Preservation / Support Special Needs Programs and Services
Projected Start Date:	07/01/2019
Projected End Date:	06/30/2020
Location/Service Area Beneficiaries:	Eligible Census Tracts
Description:	Funds will be used to repay a \$1.5 million loan that was used to construct a 14,445 square foot Antelope Valley Child Abuse Center within

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

	the City's North Downtown Neighborhood Revitalization/Transit Village project area.
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AP-12 Participation - 91.115, 91.300(c)

Summary of citizen participation process/Efforts made to broaden citizen participation

The AP Amendment addressing additional funding from the CARES Act will be available for a public comment period of 5 days per waiver of the federal regulations. The draft AP Amendment is available for comment from all interested members of the public from May 20, 2020 through May 26, 2020.

The draft AP Amendment and the public notice document are available for review on the City of Lancaster’s website at: www.cityoflanasterca.org

Please submit written comments to landerson@cityoflanasterca.org

Comments may also be mailed to:

Lisa Anderson, Grant Administrator
 Administrative and Community Services Department
 City of Lancaster
 44933 Fern Avenue
 Lancaster, California 93534

AP-15 Expected Resources – 91.320(c) (1,2)

Introduction

In addition to the annual CDBG entitlement, The CARES Act provides one-time funding for the following state-level programs (funding designations for CARES Act funds is Coronavirus (CV):

- Community Development Block Grant CARES Act Stimulus (CDBG-CV).

Anticipated Resources

Program	Source of Funds	Use of Funds	Annual Allocation	Program Income	Prior Year(s)	Total	Amt. Avail. For Remain. ConPlan	Narrative
CDBG	Public-Federal	Acquisition Admin & Planning Housing Public Improvements Public Services	\$1,478,391	\$1,823	\$704,304.04	\$2,184,518.04	\$0	Annual Entitlement, Prior year(s) to be reallocated in 19/20 Annual Action Plan
CDBG – CV	Public-Federal	Acquisition Admin & Planning Housing Public Improvements Public Services Urgent Need	\$874,303	\$0	\$0	\$874,303	\$0	One time award of funding-CARES Act, March 2020

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

AP-20 Annual Goals and Objectives – 91.320(c)(3) &(e)

Goals Summary Information

The figures below represent estimates of allocation goals and objectives for the additional funding provided under the CARES Act. These figures are determined by the funding recipients’ priority needs.

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
COVID-19 Pandemic Response	2020	2020	COVID-19 Pandemic Response	Emphasis on low-income neighborhoods (area benefit) Low – Mod Clientele Citywide (based on income)	Senior Citizen Assistance Subsistence Payments Urgent Need	CDBG: \$874,303	Feed the Need Meal Program for eligible Senior Citizens :900 Citywide Subsistence payments: 100 Households Assisted Funds to cover or reimburse the costs to prevent, prepare for and respond to coronavirus incurred by the City Approx. 400 individuals

City of Lancaster
2019-2020 CARES Act Substantial Amendment No. 1

AP-25 Allocation Priorities – 91.320(d)

Introduction

The amended percentages below are based on the expected amount of funds that will be awarded by each new program funded by the CARES Act for federal Fiscal Year (FY) 2019-2020 for eligible activities that fall within that goal. The percentages below will depend on funding needs for activities within the specified goal categories.

Funding Allocation Priorities Program	Expansion of Public Services (%)	Rental Assistance Program (%)	Urgent Need - City (%)	Total (%)
CDBG-CV	TBD %	TBD %	TBD %	100%

AP-38 Project Summary

Project Summary Information

Project Name	CARES Program Administration
Target Area	Citywide
Goals Supported	CARES – CDBG-CV Grant Administration
Needs Addressed	COVID-19 Pandemic Response
Funding	CDBG: \$174,86.60
Description	Funds will be used to oversee and ensure that all CDBG-funded projects comply with applicable federal regulations, perform community outreach, collaborate with partner agencies, and file all necessary reports with U.S. HUD.
Target Date	12/31/2020
Estimate the number and type of families that will benefit from the proposed activities	N/A
Location Description	Citywide
Planned Activities	Funds will be used to oversee and ensure that all CDBG-funded projects comply with applicable federal regulations, perform community outreach, collaborate with partner agencies, and file all necessary reports with U.S. HUD.

City of Lancaster
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Project Name	Public Services
Target Area	Citywide
Goals Supported	Feed the Need / Assistance to Those Impacted by the COVID-19 Pandemic
Needs Addressed	COVID-19 Pandemic Response
Funding	CDBG: \$125,000
Description	Provide a variety of public services to aid in the urgent needs of the most vulnerable segments of Lancaster residents
Target Date	12/31/2020
Estimate the number and type of families that will benefit from the proposed activities	900 Persons Assisted
Location Description	Citywide
Planned Activities	Activities may include: <ul style="list-style-type: none"> • Senior Meal Services • Senior Assistance Services • Meals for Quarantined Needy Residents

Project Name	Public Service - Rental Subsistence Grant Program
Target Area	Citywide
Goals Supported	Provide Timely Assistance to Those Impacted by the COVID-19 Pandemic
Needs Addressed	COVID-19 Pandemic Response
Funding	CDBG: \$364,609.68
Description	CDBG-COVID funds will provide additional support to this activity for Very Low, Low/Mod populations, by supporting individuals who have been adversely impacted by COVID-19 and are unable to make their rental payments.
Target Date	12/31/2020
Estimate the number and type of families that will benefit from the proposed activities	100 Persons Assisted (max \$1,000 month, not to exceed 3 months)
Location Description	Citywide
Planned Activities	Activities may include: <ul style="list-style-type: none"> • Subsistence Assistance

City of Lancaster
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Project Name	Urgent Need – City Emergency Response
Target Area	Citywide
Goals Supported	Provide Reimbursement to the City for emergency preparations as a result of the COVID-19 Pandemic
Needs Addressed	COVID-19 Pandemic Response
Funding	CDBG: \$209,832.72
Description	Provide the City of Lancaster funds to cover or reimburse costs to prevent, prepare for and respond to coronavirus incurred by the City, regardless of the date of which such costs were incurred, when those costs comply the CDBG requirements.
Target Date	12/31/2020
Estimate the number and type of families that will benefit from the proposed activities	Approx. 400 individuals
Location Description	Citywide
Planned Activities	Activities may include: <ul style="list-style-type: none"> • Multi-Service Center Administration • Mobile/Drive-Thru Testing and Clinics • City COVID Prevention/Mitigation/Response

STAFF REPORT
City of Lancaster

NB 1
9/22/2020
JC

Date: September 22, 2020

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: California Department of Housing and Community Development’s (HCD) Senate Bill (SB) 2 Planning Grant

Recommendation:

Recognize grant funds revenue from California Department of Housing and Community Development (HCD) Senate Bill 2 Planning Grants Program in the amount of \$310,000.00 into account number 349-3700-001, and appropriate the same amount to expenditure account number 349-4770-770.

Fiscal Impact:

Appropriate \$310,000.00 in grant funding, which will be reimbursed in Fiscal Year’s 2020-2021 and 2021-2022. There is no City match requirement for this grant.

Background:

On November 12, 2019, the City Council authorized City staff to apply for funding from the Atkins, Building Homes and Jobs Act (Senate Bill 2) to partially fund the update to the City’s Housing Element. In March 2020, the City was notified that they were awarded the grant, and on June 17, 2020, the City received the official contract.

The City will be utilizing this funding to prepare the required update to its Housing Element by August 2021. Part of the Housing Element is the City’s implementation of the Regional Housing Needs Allocation (RHNA), which looks at sites with appropriate zoning to support a range of housing needed to meet the needs of residents. This effort will focus on the identification of sites that implement RHNA, and complete the necessary program-level environmental review to streamline the development of this housing. This grant will provide funding for the direct costs associated with these activities, and would reduce the General Fund obligation towards these efforts.

Attachment:

SB2 Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-13998

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Lancaster

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$310,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Lancaster

CONTRACTOR BUSINESS ADDRESS

44933 Fern Avenue

CITY

Lancaster

STATE

CA

ZIP

93534-2461

PRINTED NAME OF PERSON SIGNING

Jason Gaudle

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

Jason Gaudle

DATE SIGNED

07/28/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

Shaun Singh

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

For *Shaun Singh*

California Department of General Services Approval (or exemption, if applicable)

7/31/2020

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. Scope of Work

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

5. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

Planning Grants Program (PGP)
NOFA Date: March 28, 2019
Approved Date: October 17, 2019
Prep. Date: April 16, 2020

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

Planning Grants Program (PGP)
NOFA Date: March 28, 2019
Approved Date: October 17, 2019
Prep. Date: April 16, 2020

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$310,000.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

Planning Grants Program (PGP)
NOFA Date: March 28, 2019
Approved Date: October 17, 2019
Prep. Date: April 16, 2020

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

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Prep. Date: April 16, 2020

EXHIBIT B

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

EXHIBIT B

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
 - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

EXHIBIT D

PGP TERMS AND CONDITIONS

1. Reporting

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

2. Accounting Records

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
 - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
 - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
 - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

EXHIBIT D

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. Remedies of Non-performance

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

Planning Grants Program (PGP)
NOFA Date: March 28, 2019
Approved Date: October 17, 2019
Prep. Date: April 16, 2020

EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. State-Owned Data

- A. Definitions

Planning Grants Program (PGP)
NOFA Date: March 28, 2019
Approved Date: October 17, 2019
Prep. Date: April 16, 2020

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

EXHIBIT D

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and subrecipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

13. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

STAFF REPORT
City of Lancaster

CR 1
9/22/2020
JC

Date: September 22, 2020

To: Mayor Parris and City Council Members

From: Jeff Hogan, Senior Director - Development Services

Subject: Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority

Recommendation:

Report of the proceedings and issues discussed at the August regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

Fiscal Impact:

None.

Background:

The Antelope Valley Transit Authority is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Councilman Raj Mahli serves as a Director on behalf of the City of Lancaster.

The following significant events took place at the regular August Board meeting:

Present: Chairman Marvin Crist
Vice Chair Dianne Knippel
Director Raj Mahli
Director Michelle Flanagan
Director Steve Hofbauer
Director Richard Loa

Employee Wellness Center Gym Equipment and Flooring

Authorized the Executive Director/CEO to negotiate with various vendors for the purchase of commercial quality gym equipment and specialized gym flooring for an amount not to exceed \$275,000. Approved (6-0-0-0)

Proposed Service Changes

Authorized the Executive Director/CEO to delay implementation of the recommendations contained in the Regional Transit Plan with the exception of the microtransit pilot service. Approved (6-0-0-0)

Final Solar Pricing

Authorize the Executive Director/CEO to negotiate and execute a power purchase agreement (PPA) under AVTA's Contract #2020-12 with Duke Energy/REC Solar Commercial Corporation, Petaluma, California, for a term of twenty-five years for the ALL IN price of .1071/kWh plus any applicable taxes the first year and a 1.5% escalator in years 2 through 25. Approved (6-0-0-0)

CVH/sr