

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
AND THE CITY OF LANCASTER**

This Second Amendment (“Second Amendment”) is made between the ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT (“AVAQMD”) AND THE CITY OF LANCASTER (“CITY”).

RECITALS

WHEREAS, AVAQMD is the local agency with the Primary responsibility for the control of air pollution from all sources other than vehicular sources within the local jurisdiction (Health & Safety Code §39002, 40000); and

WHEREAS, AVAQMD has a jurisdiction as described in Health & Safety Code §41300(b) and more particularly described in AVAQMD Rule 103; and

WHEREAS, the CITY OF LANCASTER is within the jurisdiction as described in Health & Safety Code §41300(b);

WHEREAS, the AVAQMD and the CITY have by that certain agreement dated August 24, 2022 (“Agreement”) agreed that AVAQMD will contract from the CITY certain services necessary to provide air pollution control services including human resources, staffing and fiscal administration adequate to meet the regulatory and legislated responsibilities of an air quality management district within the AVAQMD jurisdiction; and

WHEREAS, the CITY agreed to provide such services consistent with all applicable laws and regulations pursuant to the provisions of this Agreement; and

WHEREAS, the CITY and AVAQMD amended the Agreement by that certain First Amendment dated July 11, 2023; and

WHEREAS, certain changes in personnel have occurred, requiring further amendment of the Agreement; and

WHEREAS, the AVAQMD and the CITY together agree to amend the Agreement pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (commencing with §6500).

In consideration of the mutual covenants and conditions the AVAQMD and the CITY agree as follows:

TERMS AND CONDITIONS

1. **AMENDMENT TO SECTION 3.** Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

The CITY OF LANCASTER agrees to provide the human resource, staffing and fiscal administration, as specified in “Scope of Materials and Services” (Exhibit “A”), attached and incorporated by this reference (collectively, the “Services”). The CITY OF LANCASTER and AVAQMD will mutually agree upon an annual budget for the Services based on a best estimate of the costs to provide such Services and historical data, which budget will be adopted by AVAQMD prior to the commencement of each fiscal year (“Annual Budget”). The Annual Budget will be subject to amendment in accordance with changes in the actual costs of goods and services provided by the CITY OF LANCASTER as described in Section 5(c). Exhibit A may be amended in whole or in part to reflect any changes or adjustments as directed by the actions of the governing bodies of the AVAQMD and/or the CITY OF LANCASTER. For purposes of interpretation of the scope and nature of the Services, the governing order of document precedence shall be first Exhibit A and second the current fiscal year budget for the AVAQMD, as amended.

2. **AMENDMENT TO SECTION 13.** Section 13.B of the Agreement is hereby deleted in its entirety and replaced with the following:

13. OPERATIONAL OVERSIGHT

B. Executive Director

1. The Executive Director of AVAQMD pursuant to this Amendment will be Barbara Lods, whose classification and compensation shall be as a “Director 2000, Step 3” on the CITY OF LANCASTER’s compensation and classification schedule, with a starting salary as of January 1, 2024 of \$101.97 per hour (\$17,675.30 per month).

2. The Parties acknowledge and agree that future compensation to Barbara Lods will be in accordance with the below schedule and pursuant to the CITY OF LANCASTER’s customary fiscal year employee review schedule, beginning in fiscal year 2024/2025.

City of Lancaster Title	City of Lancaster Employee Group	AVAQMD Working Title	Starting Hourly Range Steps 1-6. (City of Lancaster: Effective November 14, 2023)					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director	2000	Executive Director/APCO	\$92.49	\$97.12	\$101.97	107.07	112.43	118.05

3. Any removal of Barbara Lods from the position of Executive Director pursuant to the provisions of paragraph 13.A., above, will result in her removal from employment with the CITY OF LANCASTER.

3. AMENDMENT TO EXHIBIT A. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A hereto.

4. AMENDMENT TO EXHIBIT B.

5. EFFECTIVE DATE

This Second Amendment shall be effective January 1, 2024, for the term specified in Section 2 of the Agreement.

6. NO OTHER CHANGES

Except as amended by this Second Amendment, all provisions of the Agreement shall remain in full force and effect and shall govern the actions of the Parties.

This Agreement is executed in the City of Lancaster, County of Los Angeles.

ANTELOPE VALLEY AIR QUALITY
MANAGEMENT DISTRICT

CITY OF LANCASTER

BY: _____
Barbara Lods, APCO

BY: _____
Jason Caudle, City Manager

DATED: _____

DATED: _____

Approved as to Legal Form

**ACKNOWLEDGMENT AND CONSENT
TO SECOND AMENDMENT TO AGREEMENT BETWEEN THE
ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
AND THE CITY OF LANCASTER**

The undersigned hereby expressly acknowledges and consents to the terms of that certain Second Amendment to Agreement Between the Antelope Valley Air Quality Management District (“AVAQMD”) and the City of Lancaster (“City”) dated _____, 2024 (the “Second Amendment”), including, but not limited to:

1. That the person serving in the position of Air Pollution Control Officer (“APCO/Executive Director”) must have the full confidence of the Governing Board of the AVAQMD.
2. That the Governing Board of the AVAQMD with a 75% majority will have the right, at any time, to request the removal of the undersigned as APCO/Executive Director.
3. That as APCO/Executive Director, the undersigned is an at-will employee not entitled to due process rights pursuant to *Skelly v. State Personnel Board* (1975) 15 Cal.3d 194.

This Agreement is executed in the City of Lancaster, County of Los Angeles on this ____ day of _____, 2024.

Barbara Lods

EXHIBIT A

SCOPE OF MATERIALS AND SERVICES

The CITY OF LANCASTER agrees to provide services to the AVAQMD as specified in the Agreement, namely: provide administration and operations, adequate to meet the regulatory and legislated responsibilities of an air quality management district within the AVAQMD jurisdiction specified in Division 26 of the California Health & Safety Code (commencing with §39000). The scope of services that the CITY OF LANCASTER may provide as directed by the fiscal year budget are described below.

In the event the AVAQMD Governing Board redirects or appoints a third party to perform any of the services or functions listed herein to another party, contractor, consultant or vendor, the CITY OF LANCASTER will be relieved from any and all liabilities arising out of or connection with the performance of such services by any or all third parties from the effective date of such assignment. The AVAQMD shall indemnify and hold harmless the CITY OF LANCASTER, its agents and employees, against all liabilities arising out of or connected with the transfer of such assignment.

The CITY OF LANCASTER agrees to provide staffing for the following positions to serve in each referenced capacity on behalf of the AVAQMD operations:

City of Lancaster Title	City of Lancaster Employee Group	AVAQMD Working Title	Starting Hourly Range Steps 1-6. (City of Lancaster: Effective February 27, 2024)					
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Director	2000	Executive Director/APCO	\$92.49	\$97.12	\$101.97	\$107.07	\$112.43	\$118.05
Analyst	4000	Grants Analyst	\$46.25	\$48.56	\$50.99	\$53.54	\$56.21	\$59.02
Senior Inspector	4000	Air Quality Specialist III	\$46.25	\$48.56	\$50.99	\$53.54	\$56.21	\$59.02
Inspector	4000	Air Quality Specialist I	\$41.62	\$43.70	\$45.89	\$48.18	\$50.59	\$53.12
Specialist I	4000	Office Assistant	\$32.37	\$33.99	\$35.69	\$37.48	\$39.35	\$41.32
Engineering Technician	4000	Engineer	\$41.62	\$43.70	\$45.89	\$48.18	\$50.59	\$53.12
Planner	4000	Air Quality Planner	\$46.25	\$48.56	\$50.99	\$53.54	\$56.21	\$59.02

Annually, THE CITY OF LANCASTER and the AVAQMD will amend or confirm the titles and organizational structure in concurrence with the annual budget process. The CITY OF LANCASTER will provide all benefits for the above listed personnel as it does for all other CITY OF LANCASTER employees. As such, all listed positions will be subject to amendments and changes approved by the CITY OF LANCASTER city council.

Grant Account/Management: all activities including, but not limited to, making application for available funds, soliciting projects that meet the objectives of each grant program, developing and administering contracts to ensure the grant program objectives are met; disbursing funds and performing reviews on contract performance. A portion of the CITY OF LANCASTER finance department staff will supervise and account for the grant's activity and the AVAQMD will be billed on a time and material basis for such support.

Administrative Services: all activities including, but not limited to, operations for a staffed office located in the AVAQMD jurisdiction with regular business operating hours, revenue collection and expenditure tracking, budget preparation and administration, development, implementation and maintenance of an automated system for tracking permits and permit activities, procurement and maintenance of facilities, operations and fixed assets as set forth in the annual budget, and miscellaneous expenses as identified in the annual budget. Financial and accounting services include, but are not limited to, appropriate accounting procedures to maintain bank accounts, receive and expend funds and report accordingly, and computer information systems.

Executive Services: all activities including, but not limited to services of the Air Pollution Control Officer/Executive Officer, direction and oversight of all operations of the AVAQMD, support for boards, commissions and committees, including the Governing Board and the Hearing Board.