



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

BOARD OF DIRECTORS

ROBERT E. ALVARADO
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys

June 5, 2019

AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT to be held at the District's office at 2029 East Avenue Q, Palmdale MONDAY, June 10, 2019

6:00 p.m.

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

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

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

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

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

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

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.



- 4) Public comments for non-agenda items.
- 5) Presentations:
 - 5.1) None at this time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of minutes of regular meeting held May 28, 2019.
 - 6.2) Approval of minutes of special meeting held May 29, 2019.
 - 6.3) Payment of bills for June 10, 2019.
 - 6.4) Approval of Amendment No. 3 to General Manager Employment Agreement dated July 30, 2015. (Budgeted – Budget Item No. 1-02-4000-000, Salaries – President Dino)
 - 6.5) Approval of Amendment No. 4 to Contract Services Agreement for General Counsel Services for the Palmdale Water District. (Budgeted – Budget Item No. 1-02-5070-010, Legal Services - President Dino)
 - 6.6) Approve absence of Director Dizmang from May 29, 2019 Special Board Meeting due to work commitment. (General Counsel Dunn)
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and possible action on adoption of Social Media Terms of Use Guidelines. (No Budget Impact – Public Affairs Director Shay)
 - 7.2) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2019 Budget:
 - a) None at this time.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Meetings/General Report.
 - b) Standing Committee/Assignment Reports (Chair):
 - 1) None.
 - 8.2) Report of General Manager.
 - 8.3) Report of General Counsel.
- 9) Public comments on closed session agenda matters.

- 10) Closed session under:
 - 10.1) Conference with Legal Counsel – Existing Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(1), to confer with Special Litigation Counsel regarding existing litigation to which the District is a party. The title of such litigation is as follows: *Antelope Valley Ground Water Cases*.
- 11) Public report of any action taken in closed session.
- 12) Board members' requests for future agenda items.
- 13) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

**PALMDALE
WATER DISTRICT
BOARD MEMORANDUM**

DATE: June 4, 2019 **June 10, 2019**
TO: BOARD OF DIRECTORS **Regular Board Meeting**
FROM: Mr. Dennis LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.4 – APPROVAL OF AMENDMENT NO 3 TO
GENERAL MANAGER EMPLOYMENT AGREEMENT DATED JULY 30,
2015. (BUDGETED – BUDGET ITEM NO. 1-02-4000-000, SALARIES –
PRESIDENT DINO)***

Amendment No. 3 to the General Manager Employment Agreement has been prepared based on the May 29, 2019 evaluation. At the Board's direction, it is presented for the Board's approval.

Supporting Documents:

- Third Amendment to the General Manager Employment Agreement Between Palmdale Water District and Dennis D. LaMoreaux

**THIRD AMENDMENT TO THE
GENERAL MANAGER EMPLOYMENT AGREEMENT
BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX**

This THIRD AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX (the “Third Amendment”) is made and entered into on June 10, 2019, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, a (hereinafter the “District”), and DENNIS D. LaMOREAUX, an individual (hereinafter the “General Manager”).

RECITALS

WHEREAS, on May 13, 2015, the District entered into that certain General Manager Employment Agreement Between Palmdale Water District And Dennis D. LaMoreaux, to be effective July 30, 2015, as amended on July 26, 2017 and May 14, 2018 (collectively, the “Agreement”); and

WHEREAS, Section 4.2 of the Agreement provides that if General Manager receives a satisfactory performance evaluation from the Board, then his annual base salary shall be increased by the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County for the prior calendar year, plus any additional merit-based increase that may be provided in the Board’s discretion; and

WHEREAS, in January 2018 the Bureau of Labor Statistics introduced a new CPI-U geographic revision with a separate index for the Los Angeles-Long Beach-Anaheim Area;

WHEREAS, on May 29, 2019, the District Board of Directors (“Board”) conducted a performance evaluation of the General Manager pursuant to Section 5.2 of the Agreement; and

WHEREAS, the Board is satisfied with the performance of General Manager, and desires to provide General Manager a 3.3 percent cost of living adjustment to General Manager’s base salary, equivalent to the estimated CPI-U for Los Angeles Area from April 2018 to April 2019; and

WHEREAS, the Board also desires to provide five (5) additional days of Paid Time Off in addition to the five (5) weeks provided pursuant to Section 6.3 of the Agreement and the District’s Paid Leave Policy; and

WHEREAS, the Board also desires to extend the term of the Agreement for an additional three (3) years, to July 29, 2023; and

WHEREAS, Section 8.2 of the Agreement allows for any amendment, alteration, extension or modification to the Agreement in writing, signed by the parties hereto, and approved by the affirmative vote of three (3) members of the Board at a public meeting with the written consent of the General Manager; and

WHEREAS, the General Manager desires to accept these employment terms as such from the District and has provided his written consent to the following terms and conditions in this Second Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, District and General Manager hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. The Term described in Section 2.2 of the Agreement shall be from the Effective Date and ending at midnight Pacific daylight savings time on July 29, 2023.

SECTION 3. Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

“4.1 Annual Base Compensation. Effective June 9, 2019, General Manager’s base salary shall be increased by 3.3 percent (3.3%) consistent with the CPI-U for the Los Angeles Area from April 2018 to April 2019. The new base salary shall be Two Hundred Forty Nine Thousand Six Hundred Eighty Six Dollars and Ninety Six Cents (\$249,686.96). General Manager’s salary may be adjusted from time-to time in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid. Such salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.”

SECTION 4. Section 6.3 of the Agreement is hereby amended to add the following sentence at the end of the paragraph:

“General Manager shall be entitled to forty (40) additional hours of Paid Time Off in addition to the PTO benefits provided to all other employees pursuant to the “Paid Leave Policy” of the District.”

SECTION 5. Except as expressly amended by this Third Amendment, the underlying terms, conditions, and compensation of General Manager by District as and for his employment as General Manager shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the PALMDALE WATER DISTRICT has caused this Third Amendment to be signed and executed on its behalf by its President, and duly attested by its officers thereunto duly authorized, and GENERAL MANAGER has signed and executed this Agreement, both in duplicate.

PALMDALE WATER DISTRICT

Vincent Dino, President

Dated: _____

APPROVED AS TO FORM:

Eric L. Dunn, General Counsel

Dated: _____

GENERAL MANAGER

Dennis D. LaMoreaux

Dated: _____

[END OF SIGNATURES]

**PALMDALE
WATER DISTRICT
BOARD MEMORANDUM**

DATE: June 4, 2019 **June 10, 2019**
TO: BOARD OF DIRECTORS **Regular Board Meeting**
FROM: Mr. Dennis LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.5 – APPROVAL OF AMENDMENT NO 4 TO CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES FOR THE PALMDALE WATER DISTRICT. (BUDGETED – BUDGET ITEM NO. 1-02-5070-010, LEGAL SERVICES – PRESIDENT DINO)***

Amendment No. 4 to the Contract Services Agreement for General Counsel Services for the Palmdale Water District has been prepared based on the May 29, 2019 evaluation. At the Board's direction, it is presented for the Board's approval.

Supporting Documents:

- Amendment No. 4 to That Certain Contract Services Agreement for General Counsel Services for the Palmdale Water District

AMENDMENT NO. 4 TO THAT CERTAIN
CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
PALMDALE WATER DISTRICT

This Amendment No. 4 to that certain Contract Services Agreement For General Counsel Services Palmdale Water District (herein "Amendment No. 4"), is effective as of the 10th day of June, 2019, by and between the Palmdale Water District ("District") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "A&W").

RECITALS

A. District has retained A&W pursuant to the terms and conditions of that certain Contract Services Agreement For General Counsel Services Palmdale Water District dated on or about March 14, 2014, as amended from time to time (collectively, the "Agreement").

B. District and A&W desire now to amend the Agreement as set forth herein.

COVENANTS:

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and A&W agree as follows:

Section 1. Exhibit A of the Agreement is hereby amended and replaced in its entirety with Exhibit A attached to this Amendment No. 4.

Section 2. The rates described in Exhibit A supersede all prior amendments, shall take effect on July 1, 2019, and shall remain in effect until at least July 1, 2022, or until amended by action of the Board.

Section 3. Except as set forth herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Board President.

PALMDALE WATER DISTRICT

Dated: _____

By: _____
Vincent Dino, President

ATTEST:

Don Wilson, Secretary

ALESHIRE & WYNDER, LLP

Dated: _____

By: _____
Eric L. Dunn, Partner

[END OF SIGNATURES]

EXHIBIT A – FEE AGREEMENT

A. GENERAL

A&W generally charges fees on an hourly basis only for time actually expended on behalf of a client, discounted further for the first 25 hours per month of basic “general counsel” services.

The Firm typically bills its clients on an hourly rate basis with the rate determined by the type of work. The Firm charges in one-tenth (0.1) of an hour increments. The Firm also utilizes separate billing accounts based upon the District’s departments, litigation matters, development projects, construction projects, and other unique matters. The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged, and description of the work performed including the personnel who performed the work.

Reimbursable expenses generally are as follows:

REIMBURSABLE	
In house photocopies and faxes	\$0.20 per page
Postage, Out-of-Pocket Expenses, Outsourced Reproduction and Preparation of Trial Exhibits	Billed at our cost with no mark up.
Travel time and Mileage	We do not charge for travel time to/from District offices , but we do charge for travel time to other locations and for litigation services. When charged, travel time is billed at the rate for the attorney(s) performing the work. The current IRS mileage rate is billed for all travel other than to District offices.
Subcontractors	Should the District request that the Firm retain subcontractors, such as appraisers or expert witnesses or consultants, such costs will be billed at our cost with no mark up.

B. HOURLY RATES

RATES PER HOUR (Effective July 1, 2019)	
<p>1. Advisory Services & Transactional Services: Advisory Services are general counsel services such as communications with the District on general water issues, upcoming agendas, and Commission and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.</p>	<p><u>First 25 hours:</u> \$235 <u>After 25 hours:</u> Partners & Of Counsel: \$265 Associates: \$225</p> <p>Paralegal: \$170 Law Clerk: \$110 Document Clerk: \$70 Legal Assistant & Clerical Support: \$0</p>
<p>2. Litigation and Special Services: Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services.</p>	<p>Partners & Of Counsel: \$285 Associates: \$235</p> <p>Paralegal: \$170 Law Clerk: \$110 Document Clerk: \$70 Legal Assistant & Clerical Support: \$0</p>
<p>3. Risk Management Litigation: Litigation of tort claims against the District, when assigned.</p>	<p>Blended Attorney Rate: \$225 Paralegal: \$170 Law Clerk: \$110 Document Clerk: \$70 Legal Assistant & Clerical Support: \$0</p>
<p>4. Public Finance Rates: For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., the hourly rate shall be \$400 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$175 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.</p>	

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

DATE: June 4, 2019 **June 10, 2019**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.6 – APPROVE ABSENCE OF DIRECTOR DIZMANG FROM MAY 29, 2019 SPECIAL BOARD MEETING DUE TO WORK COMMITMENT. (GENERAL COUNSEL DUNN)***

Director Dizmang was absent from the May 29, 2019 Special Board Meeting. Agenda Item No. 6.6 has been placed on the Consent Calendar to excuse this absence pursuant to Section 4.07.2 of the District's Rules and Regulations which states, "The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next regular Board meeting."

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

DATE: June 4, 2019 **June 10, 2019**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Judy Shay, Public Affairs Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON ADOPTION OF SOCIAL MEDIA TERMS OF USE GUIDELINES. (NO BUDGET IMPACT – PUBLIC AFFAIRS DIRECTOR SHAY)***

Recommendation:

Staff recommends that the Board adopt the Social Media Terms of Use Guidelines.

Alternative Options:

The Board can choose not to adopt the Social Media Terms of Use Guidelines.

Impact of Taking No Action:

If no action is taken, the District may find itself challenged legally when inappropriate content is removed by staff.

Background:

The District has been active on social media, especially Facebook and Twitter, since 2014. The Public Affairs Department uses these platforms as part of its outreach strategy. For the past two years, Public Affairs has consistently been posting content at least four to five days per week on both Facebook and Twitter. Most of the posts reach hundreds (and some hitting thousands) of social media users. Until now, there has been no Terms of Use Guidelines for the public who engage with the District on social media. It is important for the District to have guidelines to prevent public misuse of its platforms and to have the right to act accordingly when misuse takes place.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 4 – Financial Health & Stability, No. 5 – Regional Leadership, and No. 6 – Customer Care, Advocacy and Outreach.

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

Budget:

There is no budget impact.

Supporting Documents:

- Social Media Terms of Use Guidelines



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

SOCIAL MEDIA TERMS OF USE GUIDELINES

PURPOSE

These terms establish guidelines on the use of the official social media pages (e.g. Instagram, Facebook, Twitter, etc.) of the Palmdale Water District (“PWD”). If you have a water emergency or need immediate assistance, please do not report it on the PWD’s official social media pages. To report a water-related emergency, please call **661-947-4114**.

The purpose of establishing official social media pages for PWD is to create a limited public forum to (1) disseminate information related to PWD, and (2) for interactive communications and discussions between PWD and members of the public about specific PWD and water related topics. These social media guidelines are also intended to mitigate associated risk from the use of social media.

PWD has an overriding interest in protecting the integrity of the information posted on its official social media pages. Comments and questions are encouraged. However, PWD reserves the right to remove inappropriate comments as discussed below.

AGREEMENT TO TERMS OF USE

By accessing, contributing content to, or otherwise participating in the use of the official social media pages of PWD, the user agrees to the terms found herein.

TERMS OF USE GUIDELINES

Any content or comments posted or contributed on the official social media pages may be subject to public disclosure upon request, including personal information of the page’s users and visitors, and its lists of fans, followers, and/or friends. PWD’s official social media sites are subject to the California Public Records Act. For Public Records Act requests, please contact PWD’s Executive Assistant.

Activity on PWD’s official social media pages is subject to all applicable Federal, State, and local laws, regulations and policies. Posts and messages on official social media pages will be retained for a duration of two (2) years.

Comments posted on official social media pages of the PWD will be monitored, and inappropriate content will be removed as soon as possible and without prior notice. PWD’s official social media pages will not be monitored 24/7. PWD reserves the right to remove inappropriate content, including, but not limited to:

- Profane language or content;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Sexual content or links to sexual content;
- Content that includes unlawful harassment or threats of violence;
- Comments that are not topically related or are out of context;
- Solicitations of commerce;
- Conduct or encouragement of illegal activity;
- Posts in violation of any Federal, State, County or local law;
- Comments that contain spam or include links to other sites;

- Information that may tend to compromise the safety or security of the public or public systems;
- Content that violates a legal ownership interest of any other party, such as a copyright or trademark, of any party;
- Content that defames any person, group, or organization;
- Content that is false or any malicious statements concerning any Board Director, employee, PWD, or its operations;
- Disclosure of any proprietary, confidential, or privileged information;
- Repeated postings of inappropriate or inflammatory material;
- Statements in support of or opposition to political campaigns, candidates, or ballot measures

PWD's official social media pages are provided as a public service. PWD disclaims liability for ads, videos, promoted content, or messages accessible from any external web page.

PWD reserves the right, without prior notice, to deny access to PWD social media pages for any individual who repeatedly violates the terms of use.

Any litigation regarding PWD's actions, content, or information on any official social media page shall be filed in the County of Los Angeles, regardless of where else venue may lie.

PWD disclaims any liability for any loss or damage resulting from any comments posted on the official social media pages.

No comments or posts on social media pages will be interpreted as providing notice to PWD of any claim, deficiency, dangerous condition, request, or otherwise. PWD is not responsible for, and neither endorses nor opposes, comments or posts placed on the official social media pages.

This Social Media Terms of Use Guidelines may be revised at any time. For more information about PWD, please visit palmdalewater.org.