



# PALMDALE WATER DISTRICT

## A CENTURY OF SERVICE

February 9, 2022

### BOARD OF DIRECTORS

AMBERROSE MERINO

Division 1

DON WILSON

Division 2

GLORIA DIZMANG

Division 3

KATHY MAC LAREN-GOMEZ

Division 4

VINCENT DINO

Division 5

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

**FOR THE PUBLIC: VIA TELECONFERENCE ONLY**

**DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 433-288-765#**

**Submit Public Comments at: <https://www.gomeet.com/433-288-765>**

**MONDAY, FEBRUARY 14, 2022**

**6:00 p.m.**

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

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

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

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

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

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

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

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



- 4) Public comments for non-agenda items.
- 5) Presentations:
  - 5.1) Proposal of divisions draft map based on 2020 Census. (No Budget Impact – Andrew Westall, Principal & Owner, Bear Demographics & Research/Assistant General Manager Ly)
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 6.1) Approval of minutes of Regular Board Meeting held January 24, 2022.
  - 6.2) Approval of minutes of Special Board Meeting held January 27, 2022.
  - 6.3) Payment of bills for February 14, 2022.
  - 6.4) Receive and file Semi-Annual Employee Reimbursement Report for the period covering July 1, 2021 through December 31, 2021. (No Budget Impact – Finance Manager Hoffmeyer)
- 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 Agreement for Professional Services between the Palmdale Water District and Dr. William Mathis d/b/a Mathis Consulting Group regarding Organizational Development and Board Activities. (\$29,000.00 – Budgeted – Budget Item No. 1-02-5070-007, Consultants – General Manager LaMoreaux)
  - 7.2) Consideration and possible action on awarding contract to UGSI Solutions for purchasing the replacement of the on-site sodium hypochlorite generator for the Leslie O. Carter Water Treatment Plant. (\$517,825.00 – Budgeted – Project No. 22-608 – Operations Manager Masaya)
  - 7.3) Consideration and possible action on adoption of Palmdale Water District COVID-19 Prevention Program update. (No Budget Impact – Human Resources Director Barragan-Garcia/Personnel Committee)
  - 7.4) Consideration and possible action on filling vacancy for Board of Directors seat for Division 1. (No Budget Impact – General Counsel Trindle)
  - 7.5) Discussion and possible action on the development of an educational drought class in-lieu of water waste fines. (No Budget Impact – Director Merino/Resource and Analytics Supervisor Bolanos)
  - 7.6) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2022 Budget:
    - a) ACWA Washington D.C. Water Conference to be held July 12 – 14, 2022 in Washington D.C.



8) Information Items:

8.1) Reports of Directors:

a) Standing Committees; Organization Appointments; Agency Liaisons:

- 1) Finance Committee Meeting – January 25. (Director Wilson/President Dizmang)
- 2) Antelope Valley East Kern Water Agency-AVEK – January 25. (Director Dino/Director Mac Laren-Gomez, Alternate)
- 3) Antelope Valley State Water Contractors Association-AVSWCA – February 10. (Director Mac Laren-Gomez/President Dizmang/Director Merino, Alternate)

b) General Meetings Reports of Directors.

8.2) Report of General Manager.

8.3) Report of General Counsel.

9) Board members' requests for future agenda items.

10) Adjournment.



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DENNIS D. LaMOREAUX,  
General Manager

DDL/dd



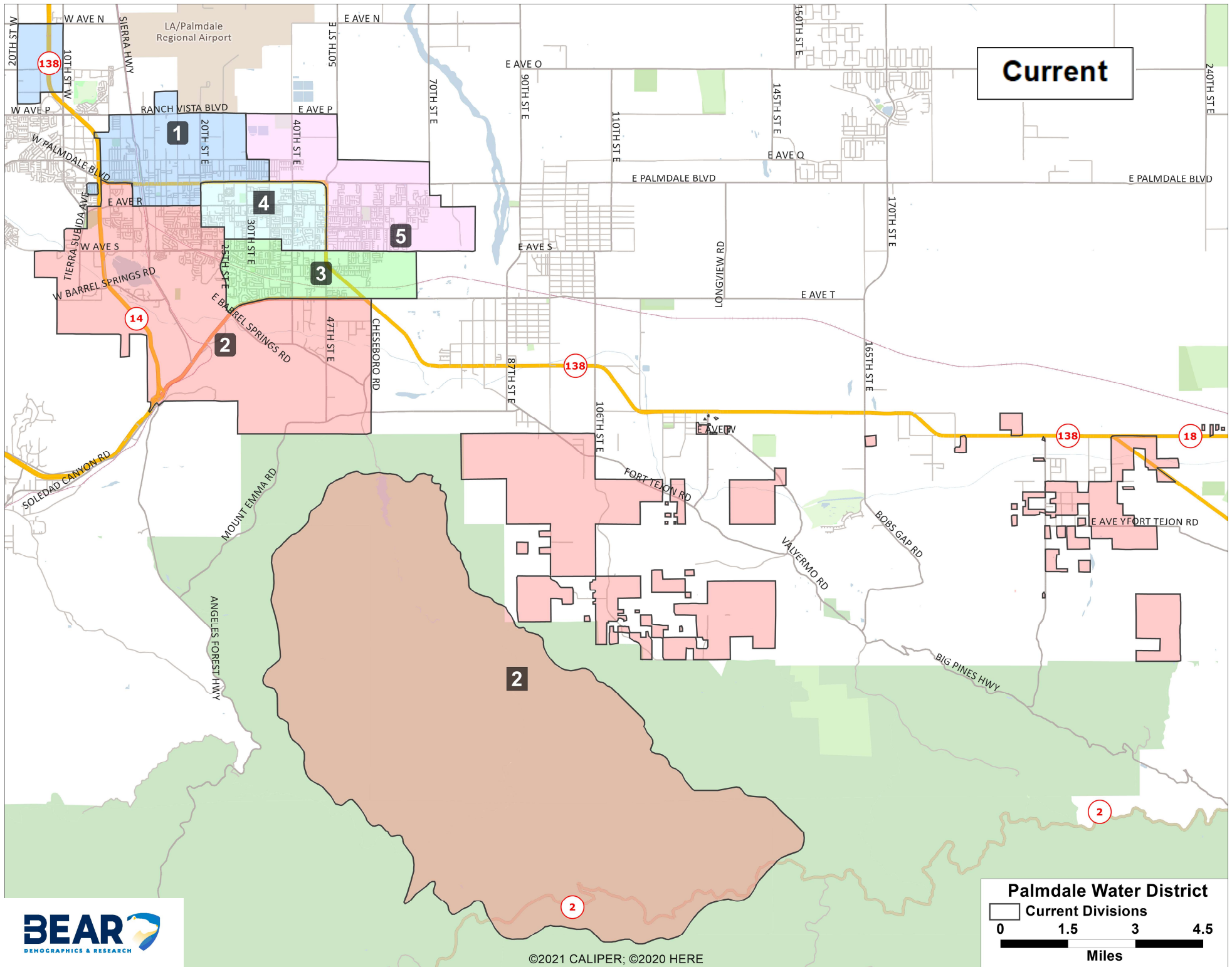
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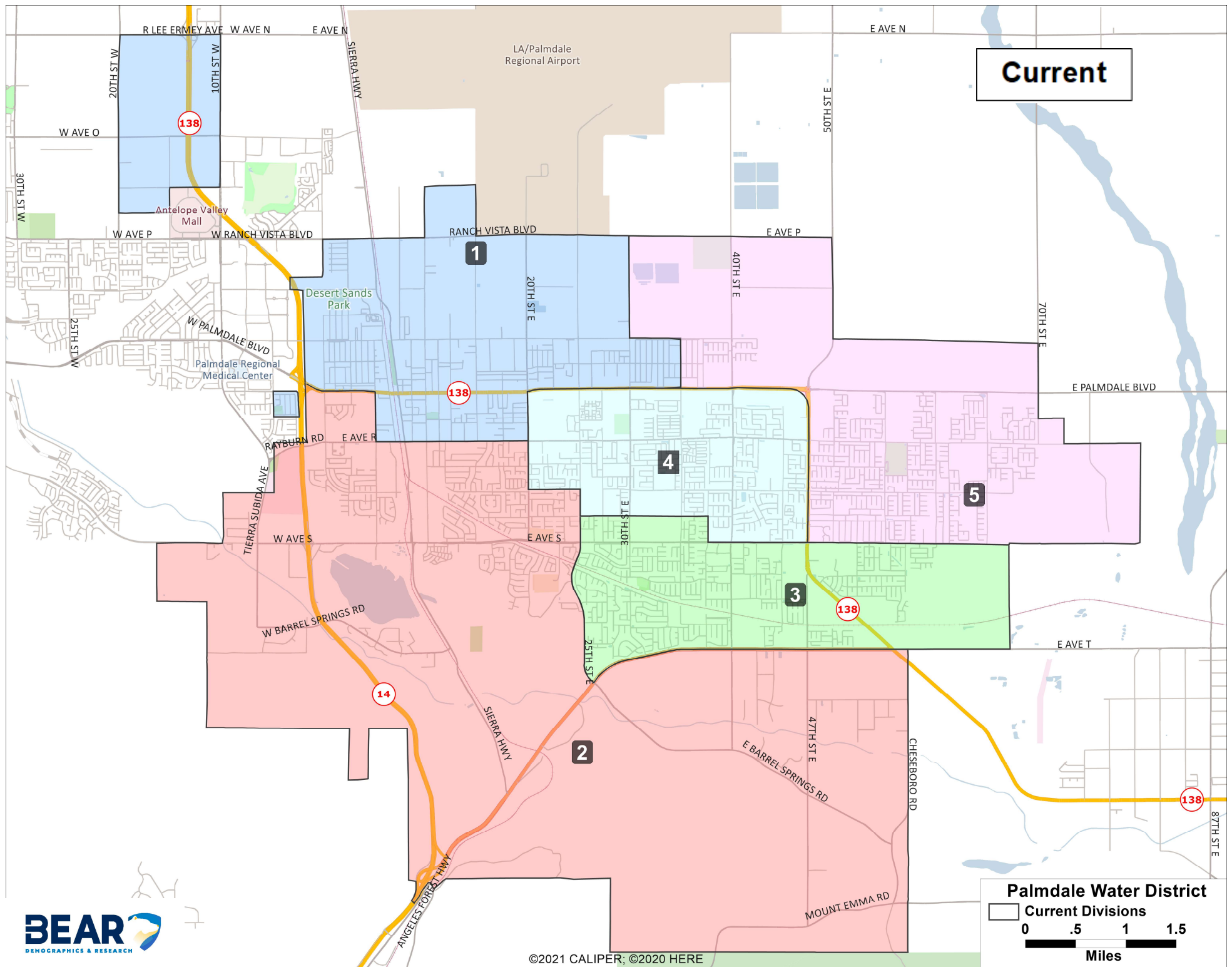
DEMOGRAPHICS & RESEARCH

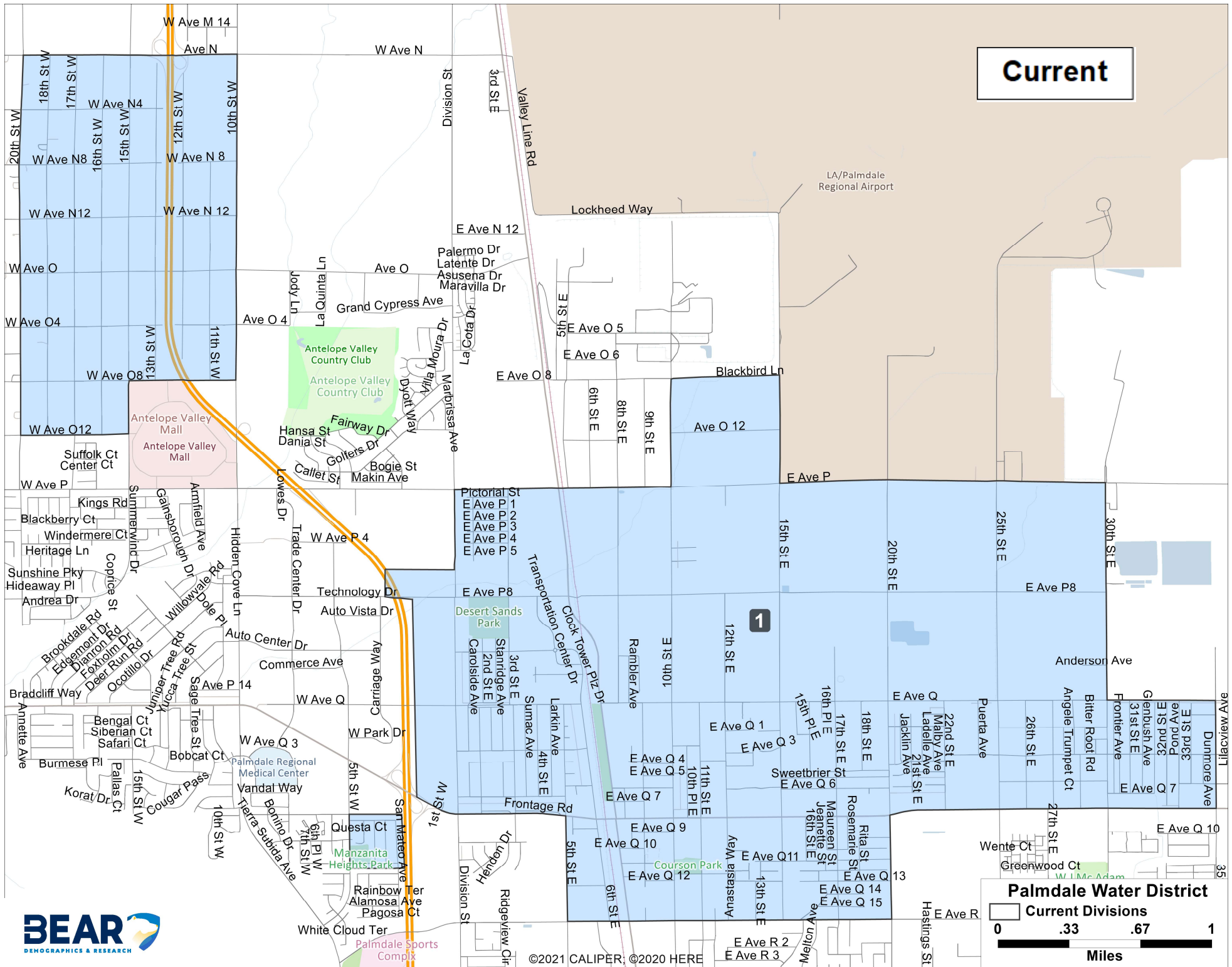
Palmdale Water District

## Division Boundaries DRAFT MAP OPTIONS

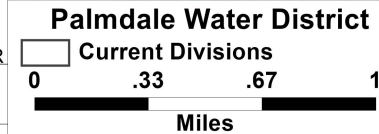
February 3, 2022





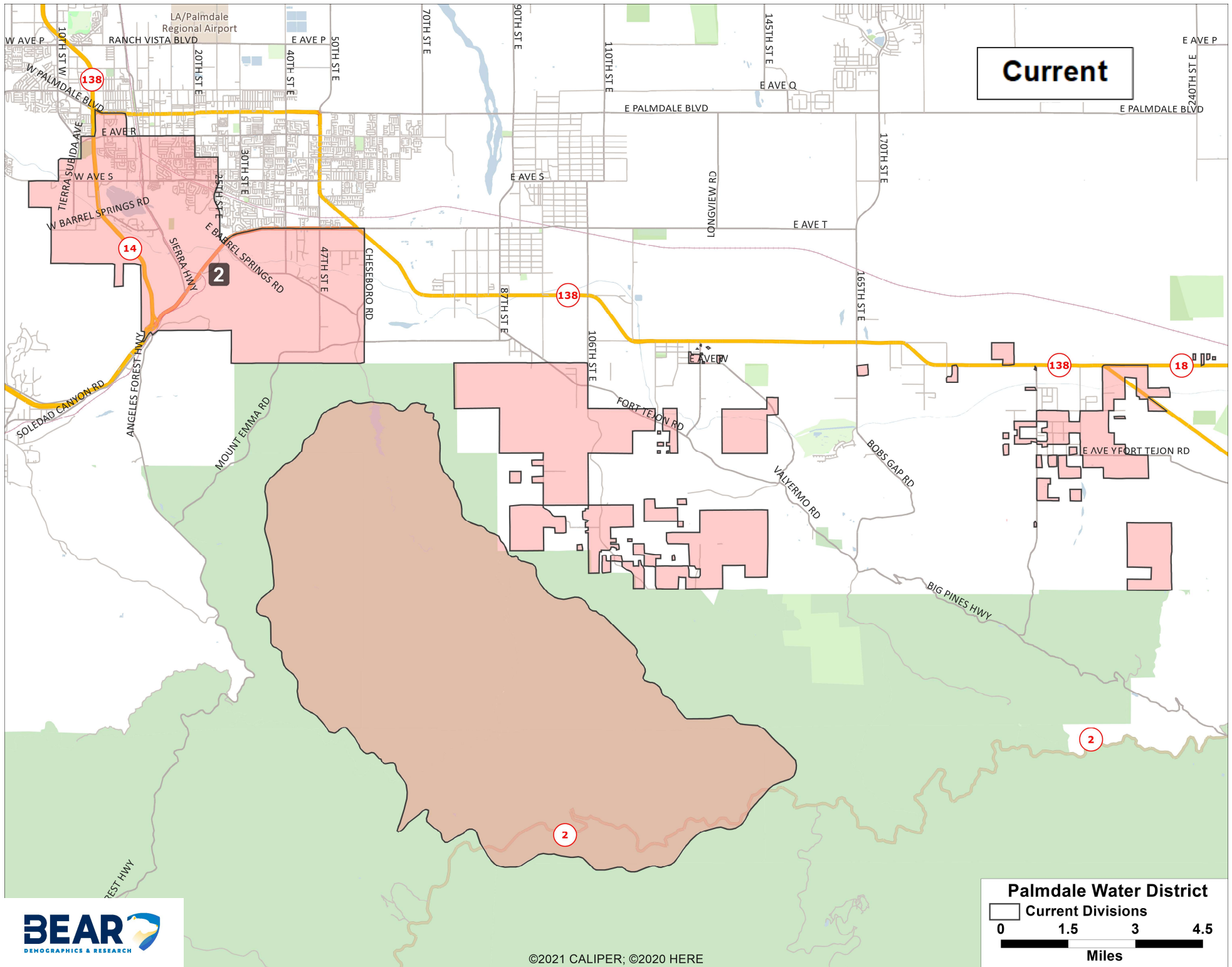


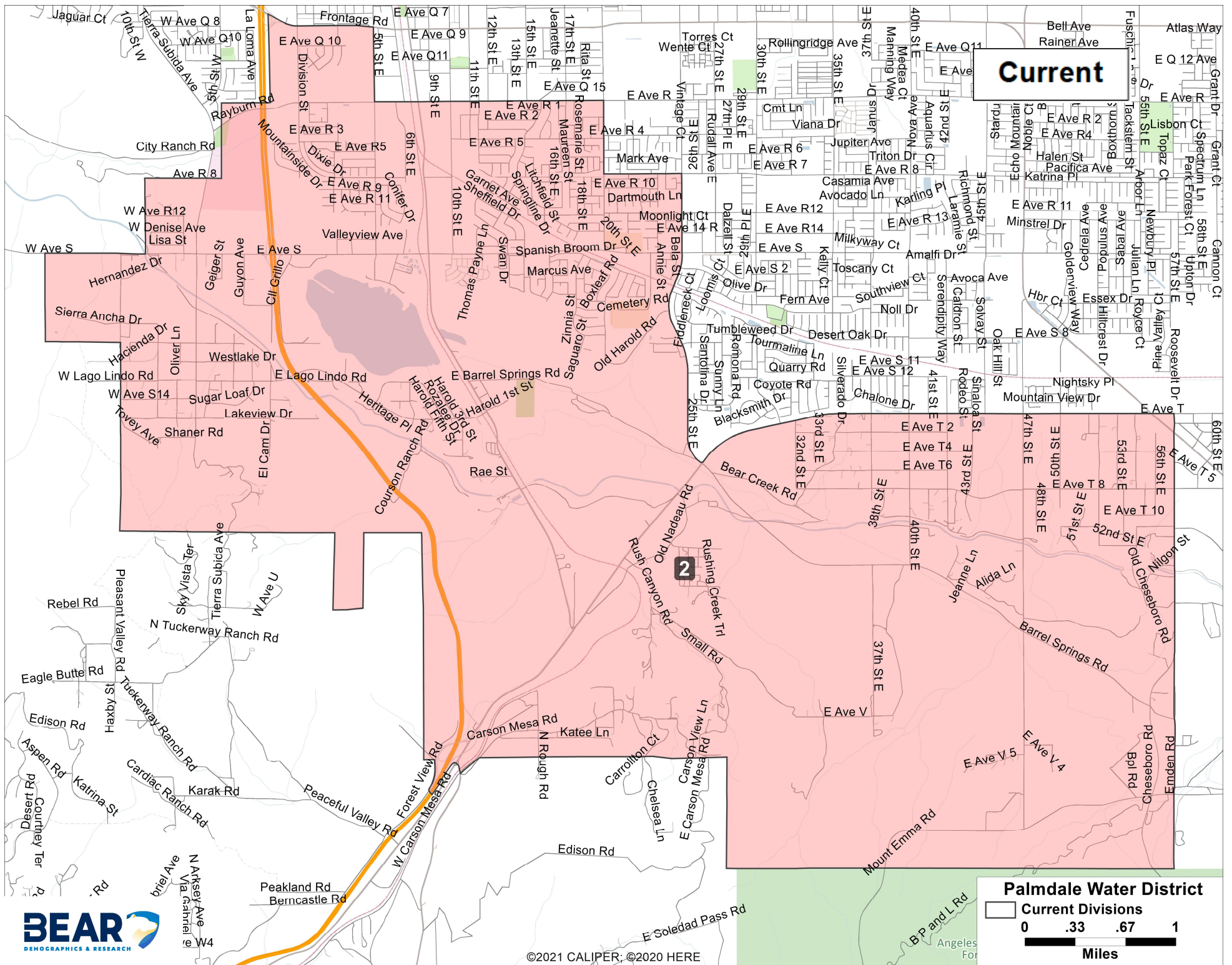
Current



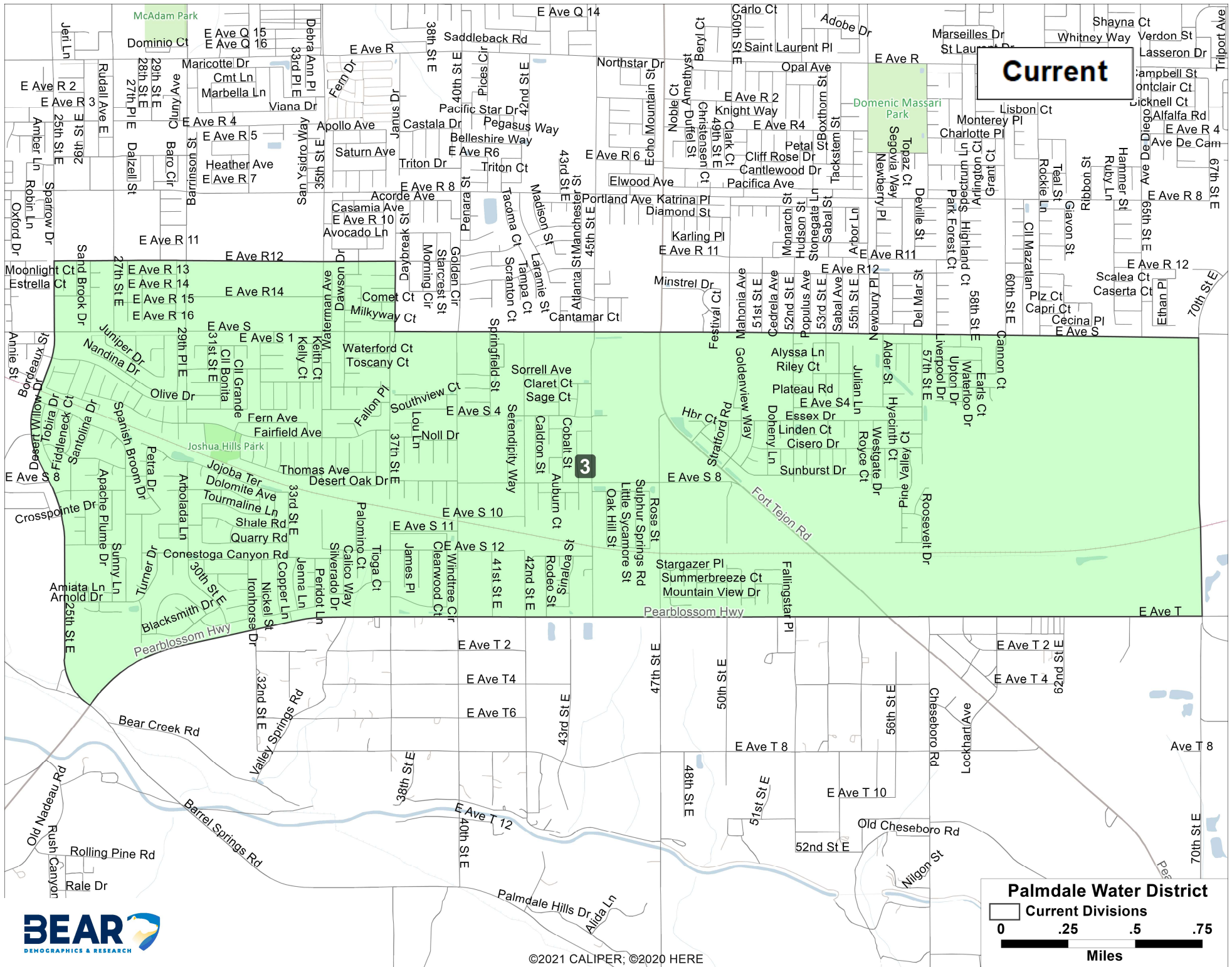
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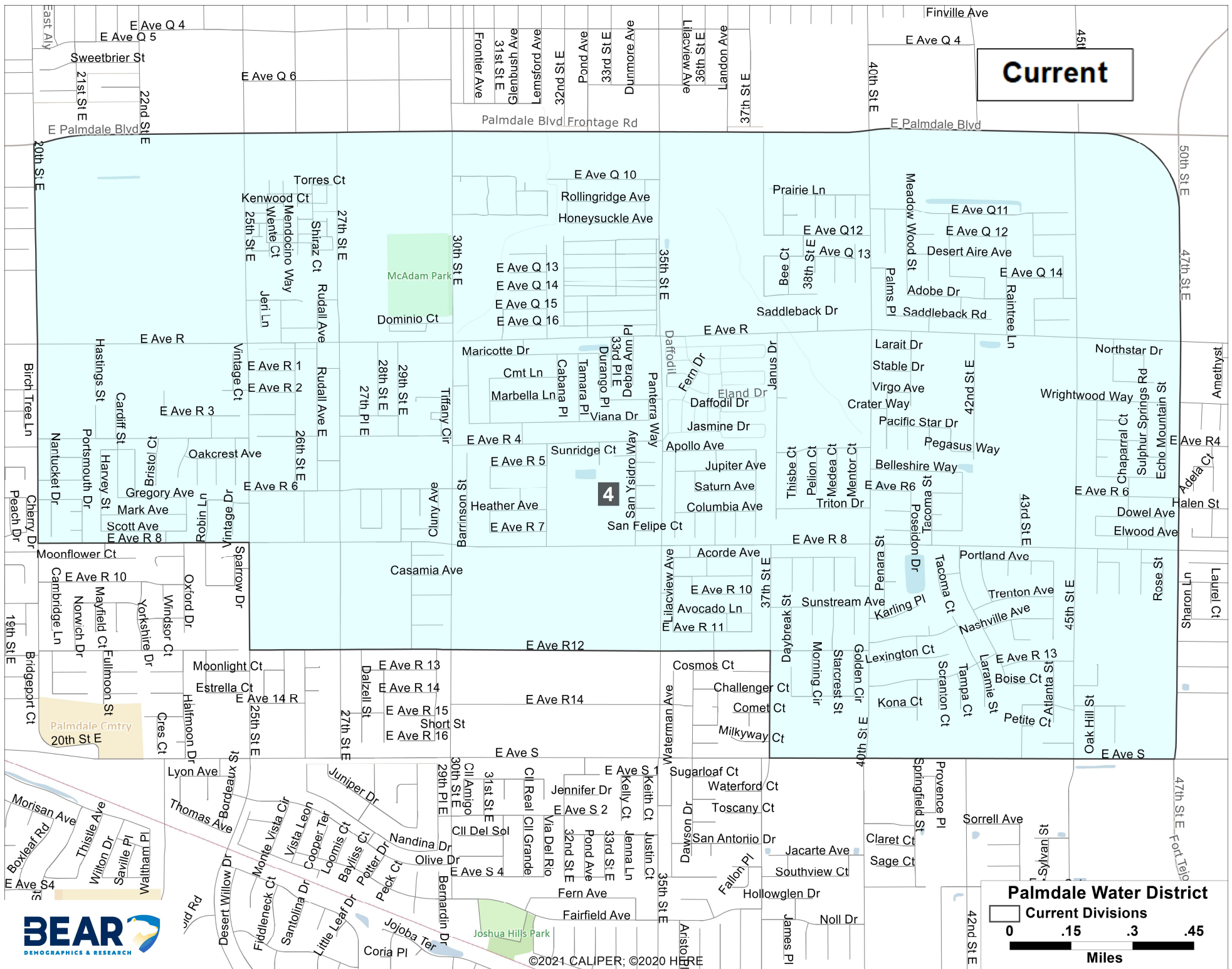
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**Palmdale Water District**

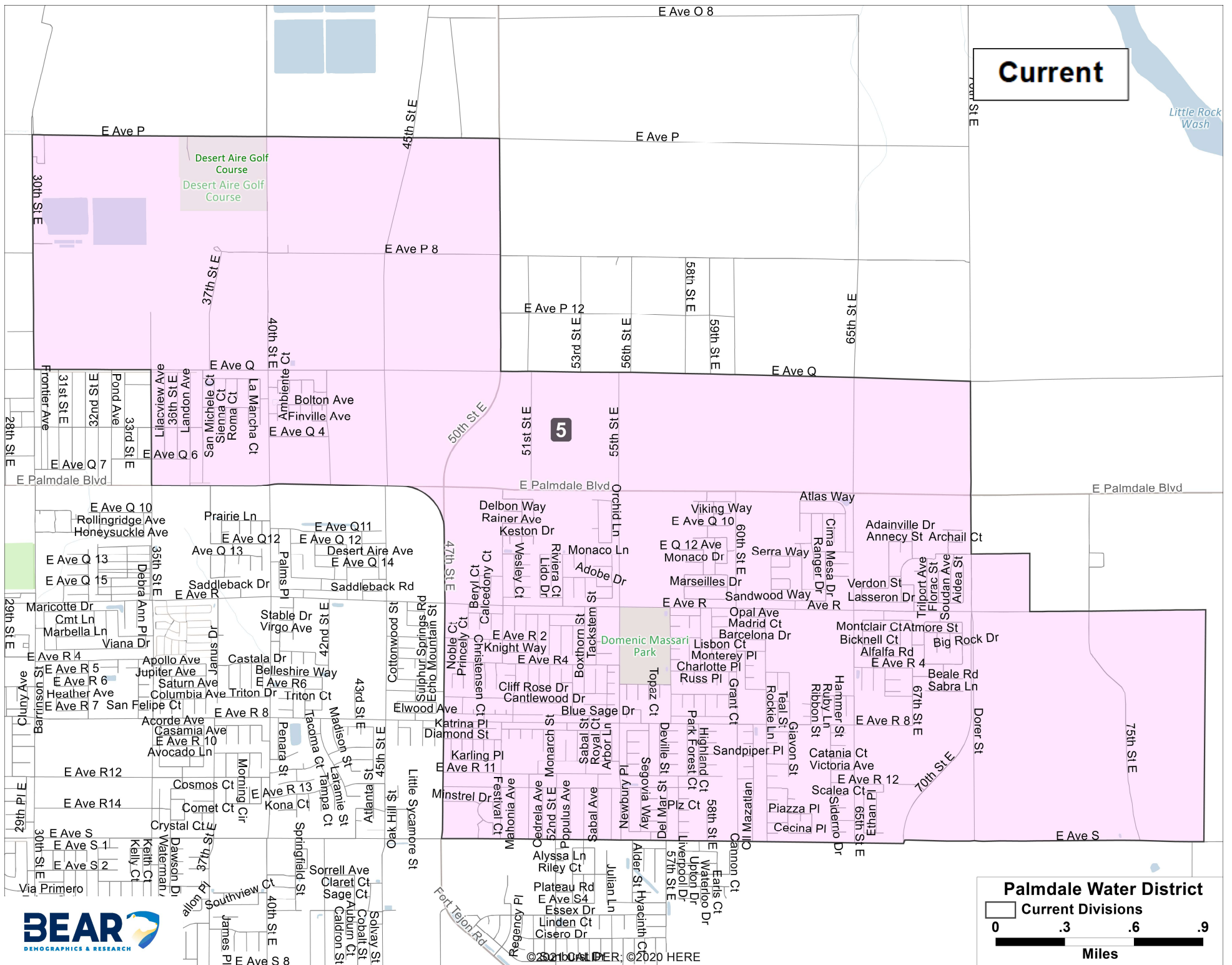
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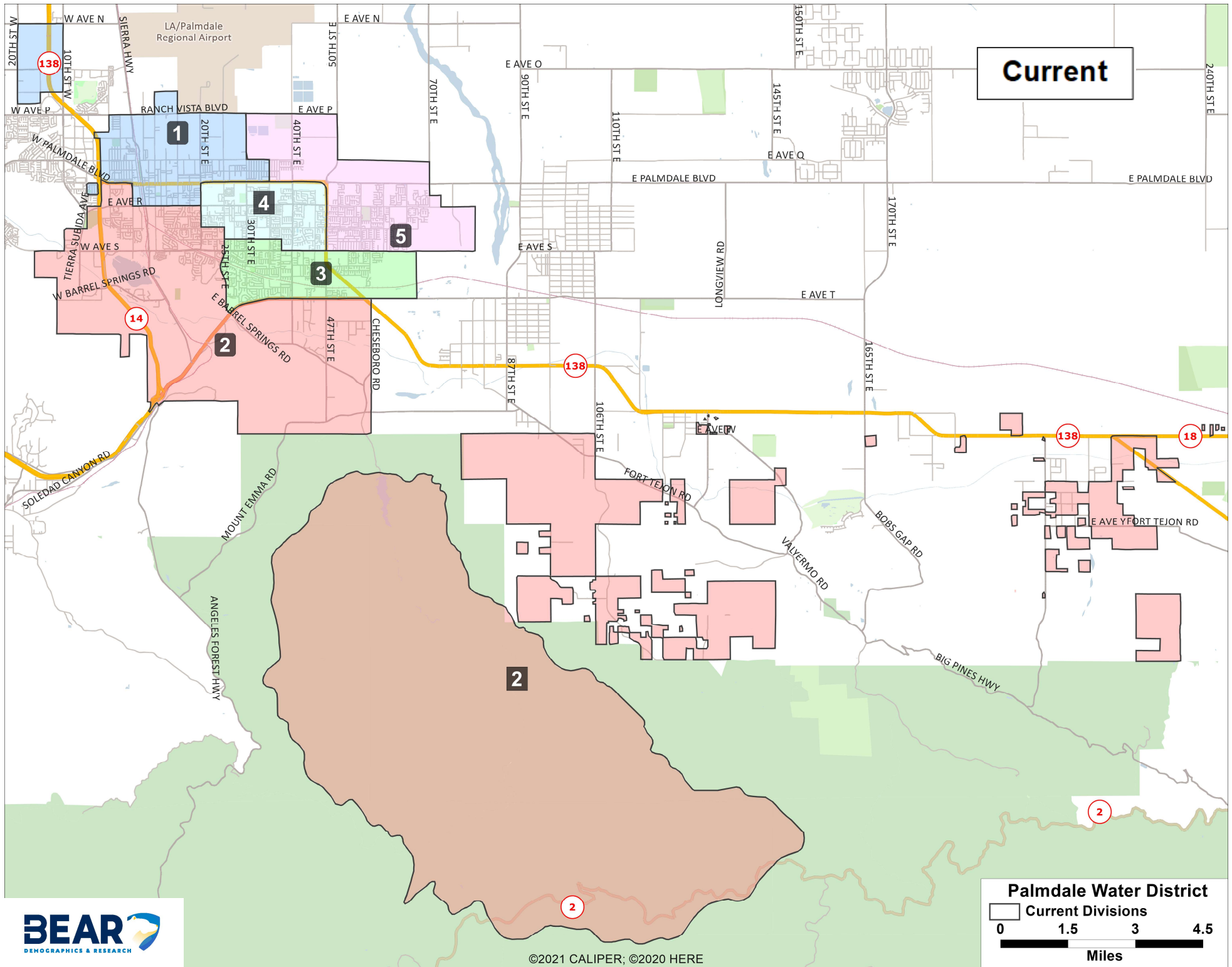
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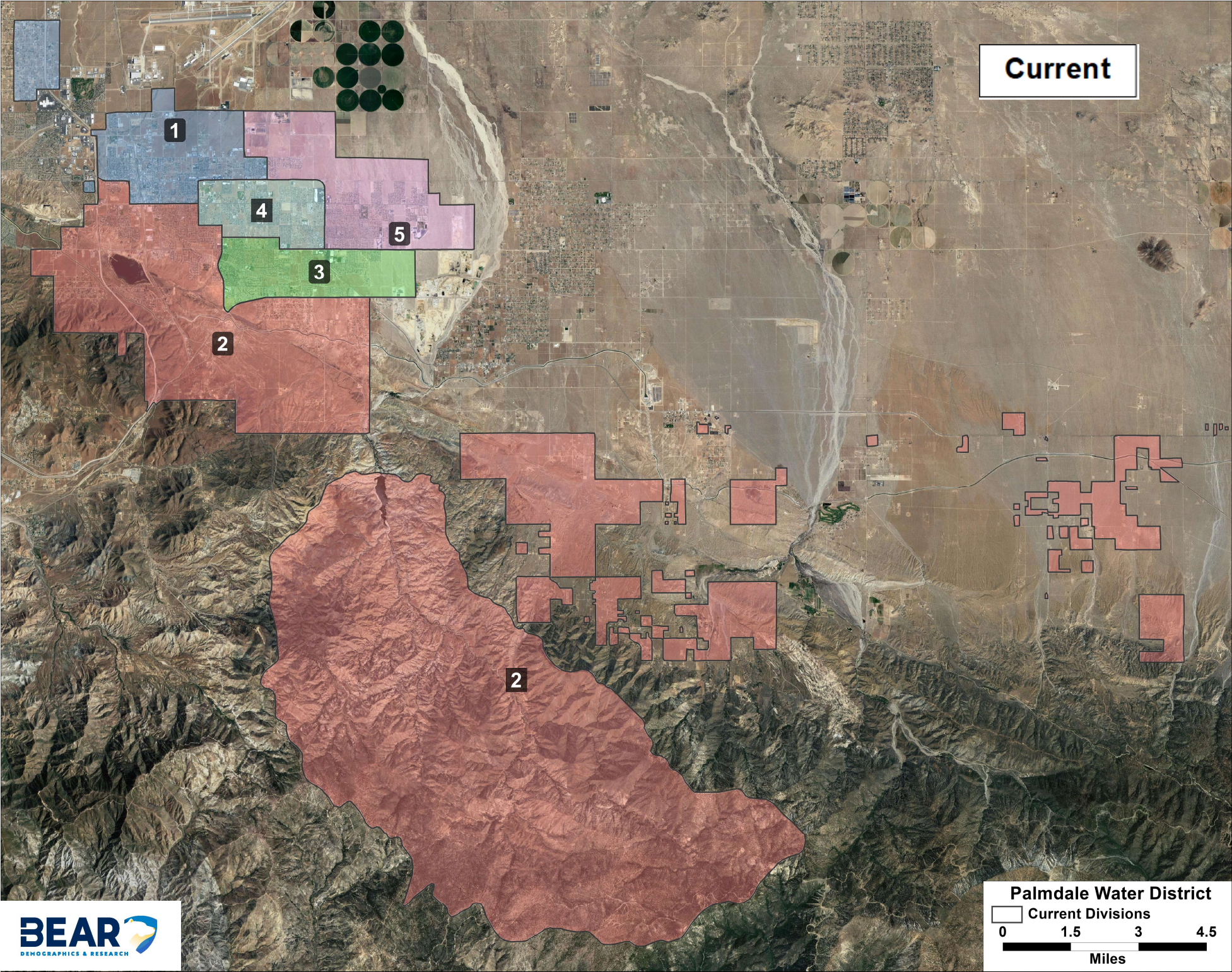




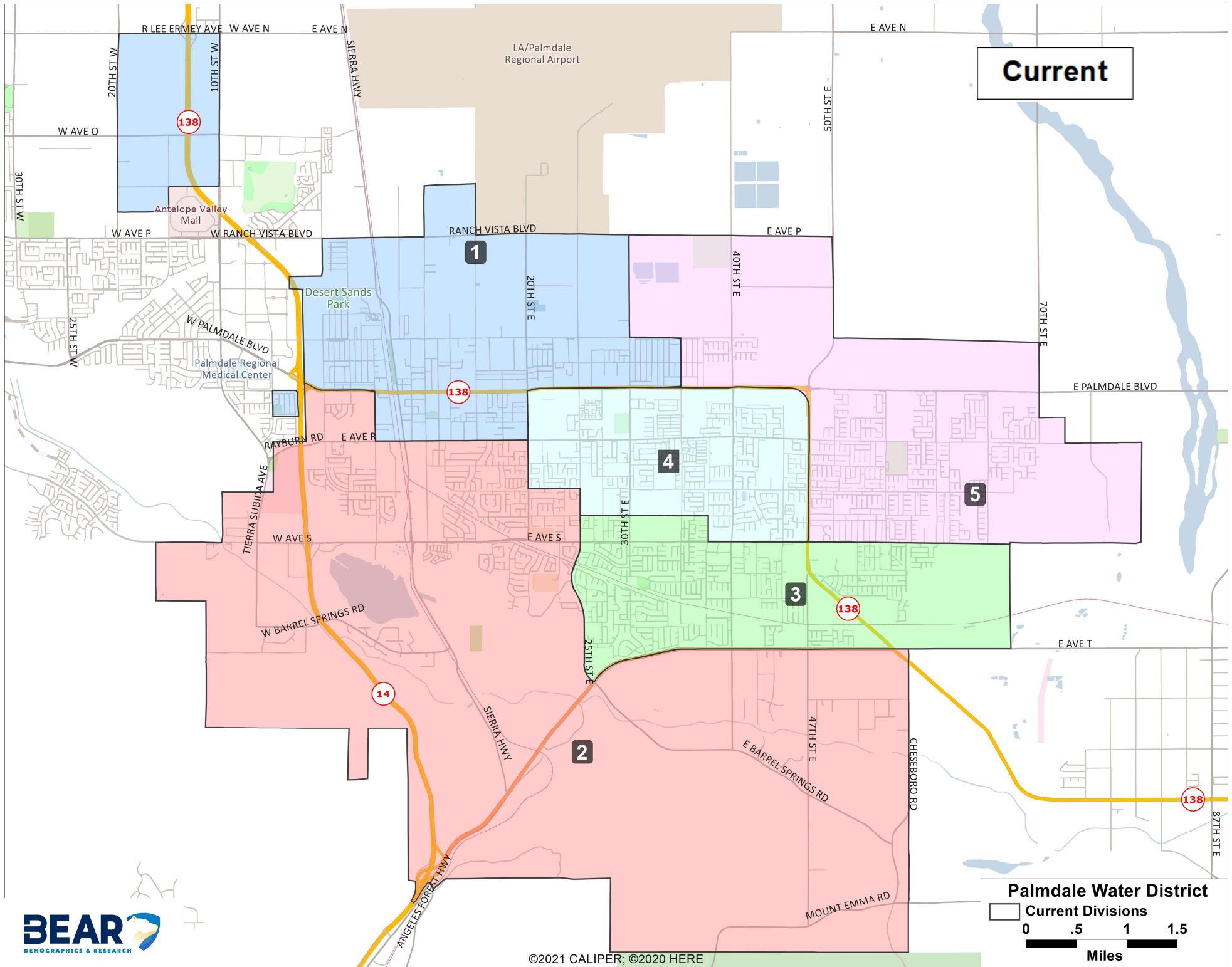




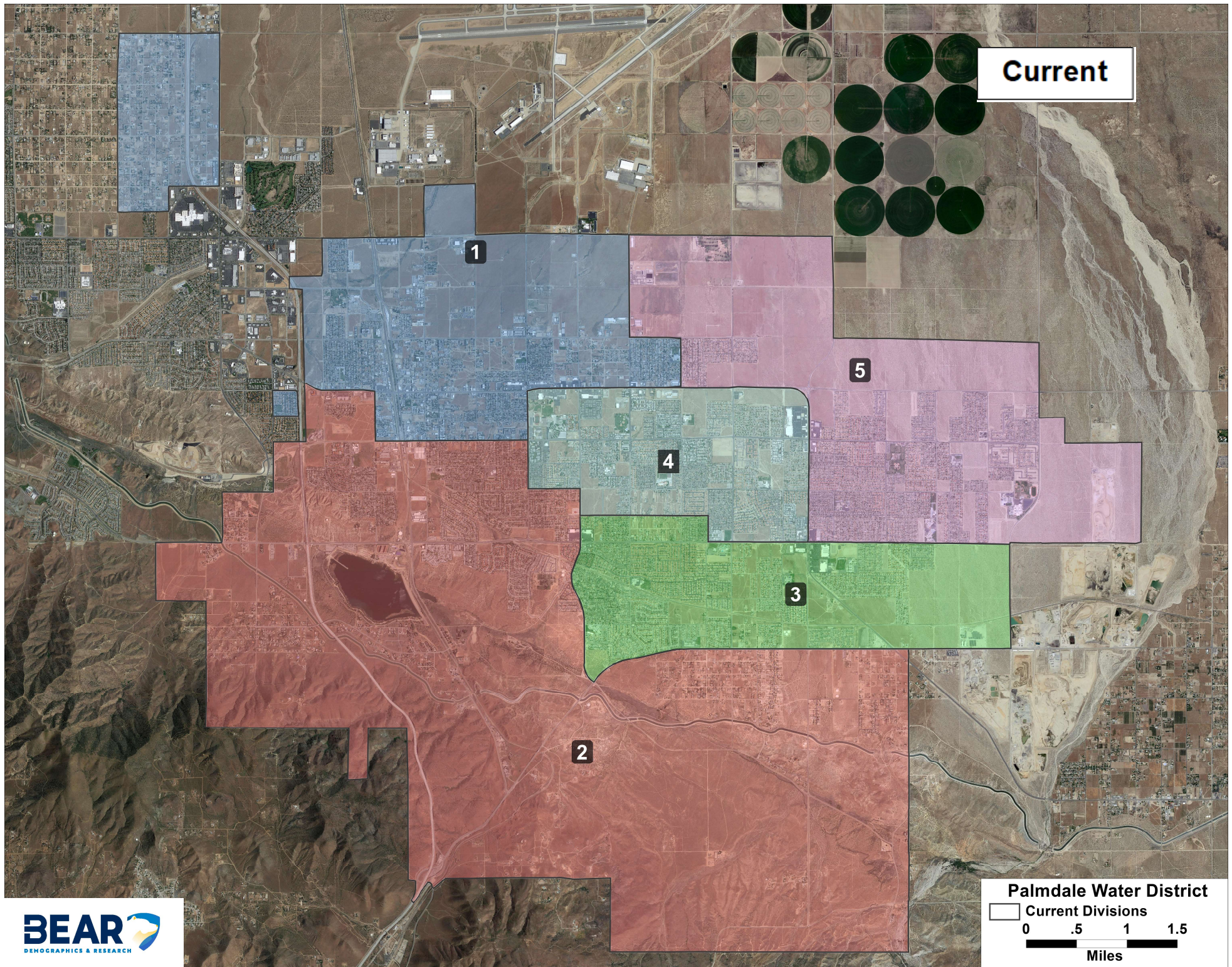












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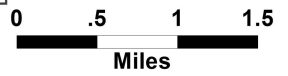
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Palmdale Water District

Current Divisions



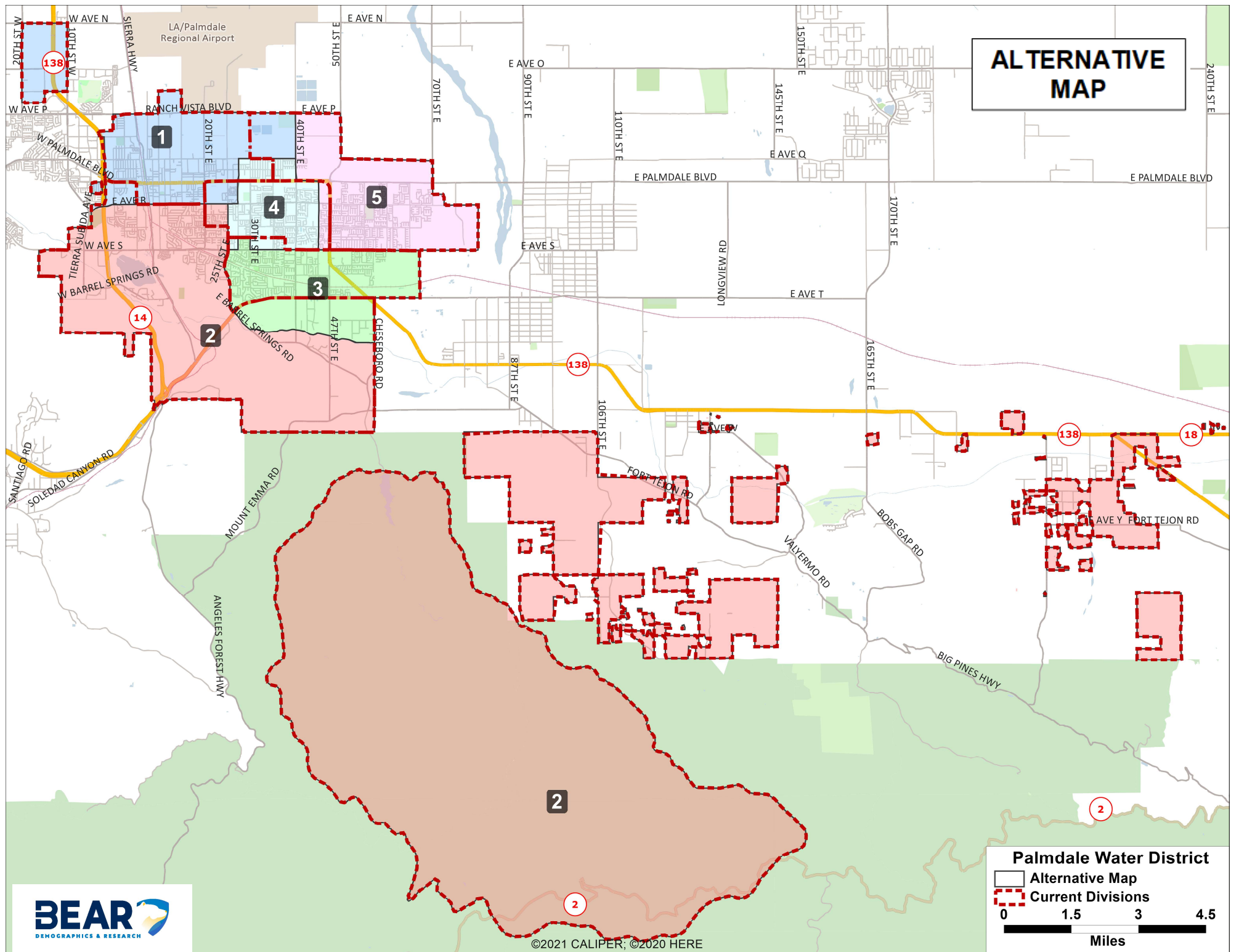


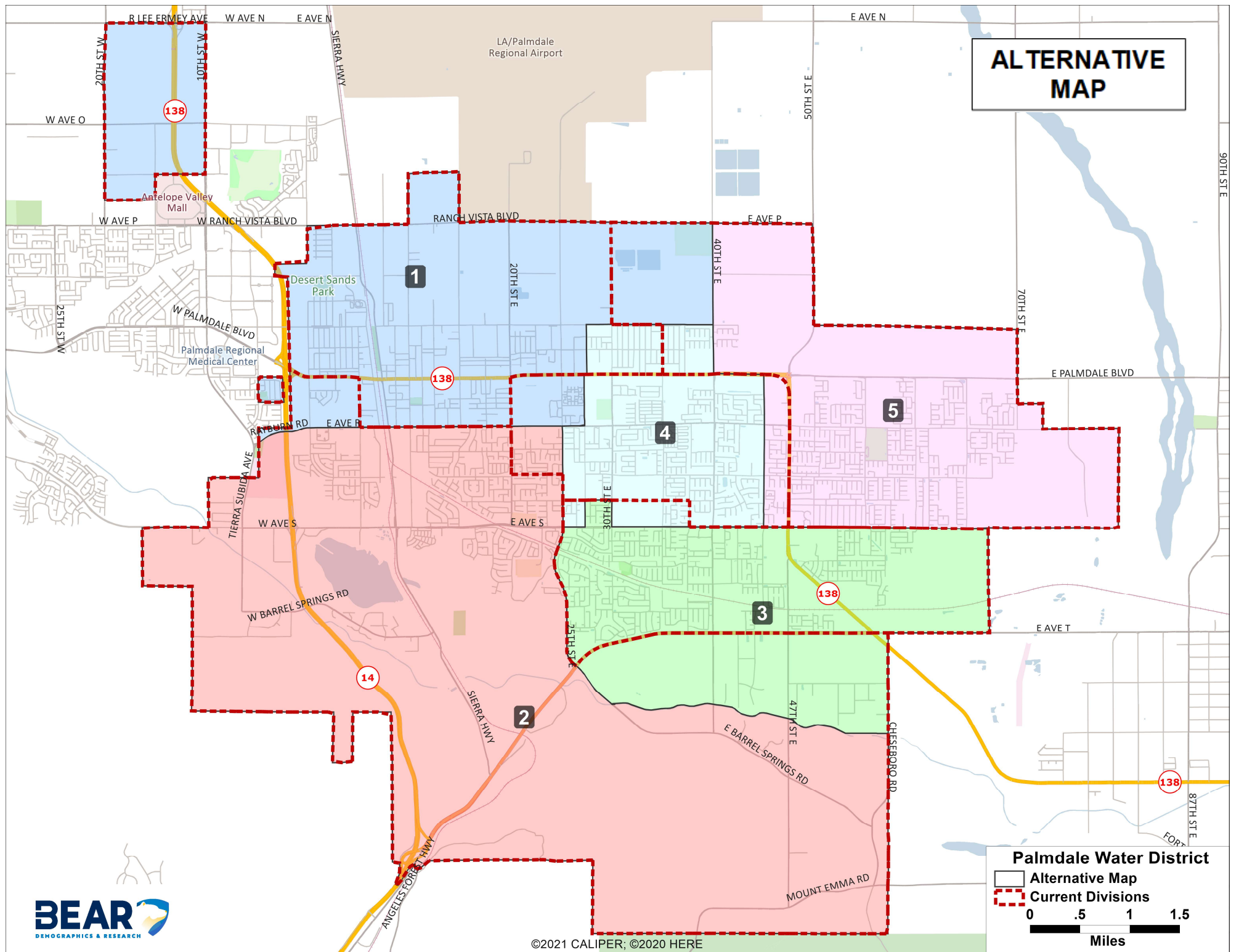
# Palmdale Water District

## Current Divisions Demographic Profile

Board of Directors Divisions	1	2	3	4	5	Total	
<b>Total Population (Pop)</b>	<b>25,695</b>	<b>25,645</b>	<b>25,200</b>	<b>24,892</b>	<b>25,562</b>	<b>126,994</b>	2020 Census State Adjusted Redistricting Data
<b>Deviation</b>	<b>296</b>	<b>246</b>	<b>(199)</b>	<b>(507)</b>	<b>163</b>	<b>803</b>	
<b>% Deviation</b>	<b>1.2%</b>	<b>1.0%</b>	<b>-0.8%</b>	<b>-2.0%</b>	<b>0.6%</b>	<b>3.2%</b>	
Latino	67.1%	65.1%	71.1%	70.7%	71.4%	69.1%	
White	9.9%	17.4%	11.6%	11.8%	8.6%	11.8%	
Black	18.5%	12.2%	12.0%	11.8%	14.3%	13.8%	
American Indian	0.7%	0.8%	0.4%	0.7%	0.5%	0.6%	
Asian	2.0%	2.6%	2.9%	3.0%	3.3%	2.8%	
Hawaiian, Pacific Islander	0.1%	0.1%	0.3%	0.2%	0.1%	0.2%	
Other Race	0.8%	0.8%	0.8%	0.8%	0.9%	0.8%	
Multi Minority Race	0.8%	0.9%	0.8%	0.9%	0.9%	0.9%	
<b>Voting Age Population (VAP)</b>	<b>17,393</b>	<b>18,776</b>	<b>18,436</b>	<b>17,997</b>	<b>18,101</b>	<b>90,704</b>	
Latino	64.5%	61.8%	68.7%	67.7%	69.5%	66.4%	
White	12.1%	20.7%	13.5%	14.1%	9.9%	14.1%	
Black	18.4%	11.9%	12.2%	12.1%	14.5%	13.7%	
American Indian	0.8%	0.9%	0.5%	0.8%	0.5%	0.7%	
Asian	2.4%	2.9%	3.3%	3.5%	3.7%	3.2%	
Hawaiian, Pacific Islander	0.1%	0.1%	0.3%	0.2%	0.1%	0.2%	
Other Race	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	
Multi Minority Race	0.8%	0.8%	0.8%	0.8%	0.9%	0.8%	
<b>Citizen Voting Age Population (CVAP) 2019</b>	<b>12,183</b>	<b>14,090</b>	<b>13,833</b>	<b>13,672</b>	<b>13,557</b>	<b>67,334</b>	2019 ACS CVAP Tabulation
Latino	57.6%	57.3%	59.5%	59.7%	61.4%	59.1%	
White	17.4%	26.6%	19.3%	22.2%	15.8%	20.4%	
Black	20.5%	10.2%	17.0%	12.1%	18.6%	15.5%	
Asian	2.5%	4.1%	2.9%	5.4%	3.8%	3.8%	
All Other	2.1%	1.8%	1.4%	0.5%	0.5%	1.2%	

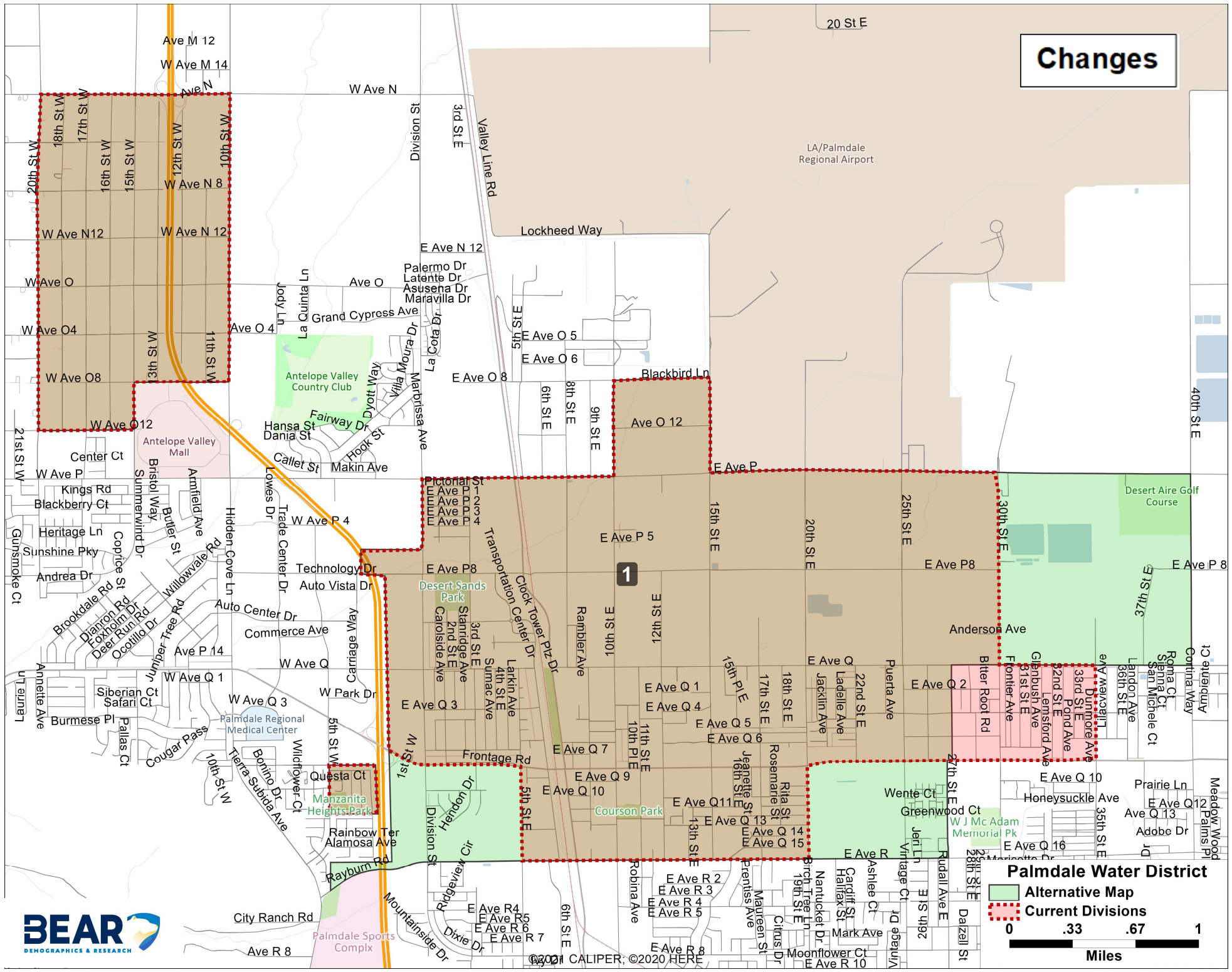
# ALTERNATIVE MAP





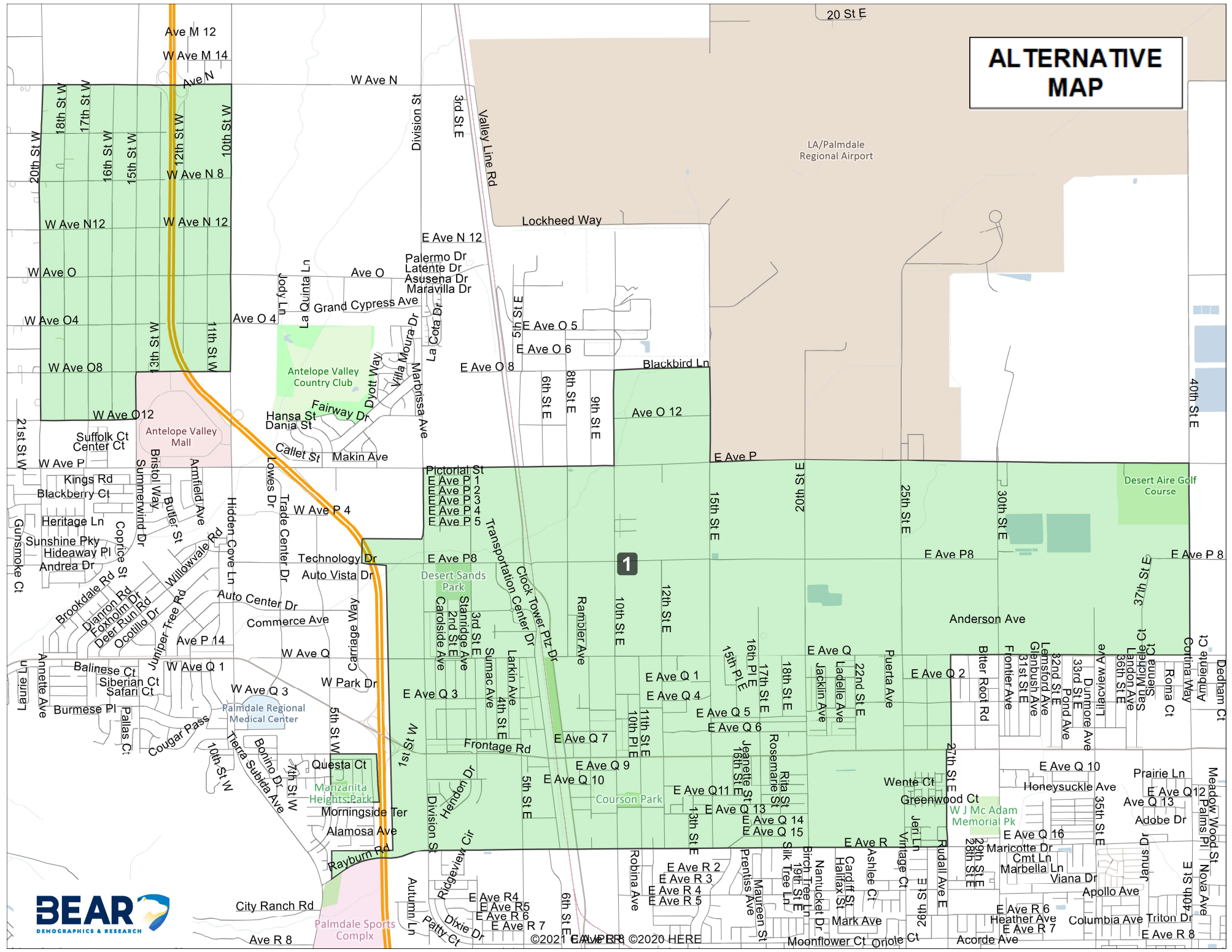




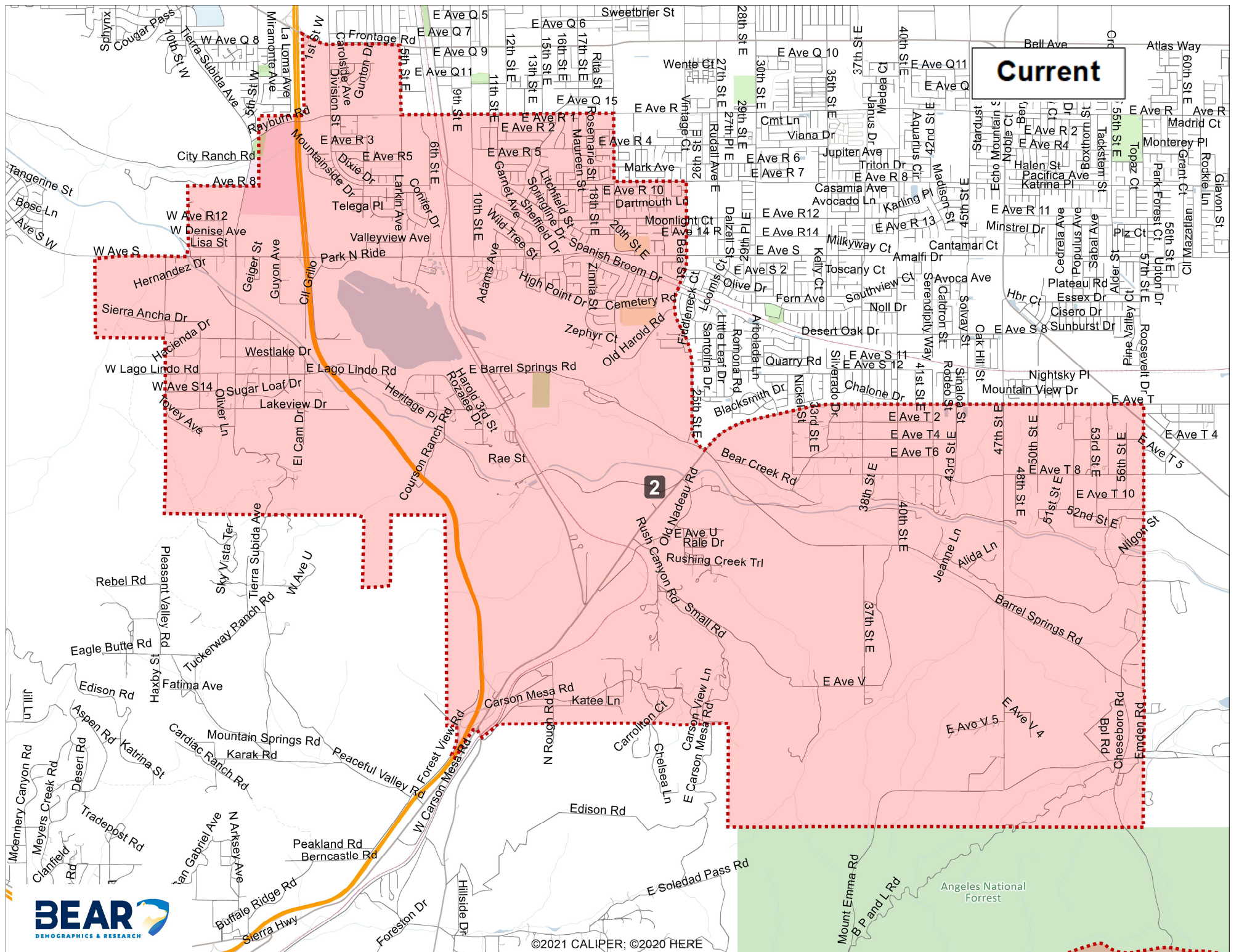




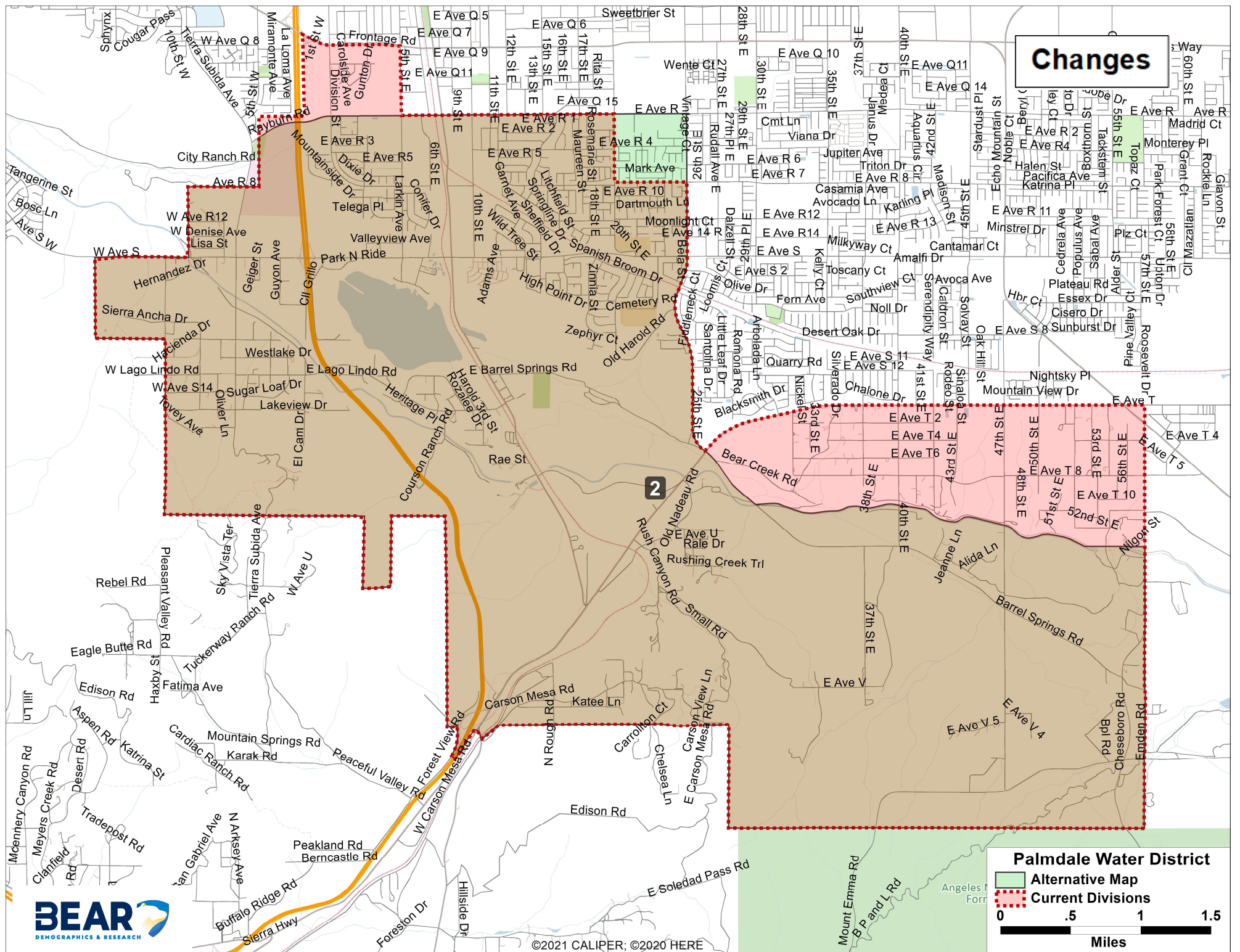
# ALTERNATIVE MAP

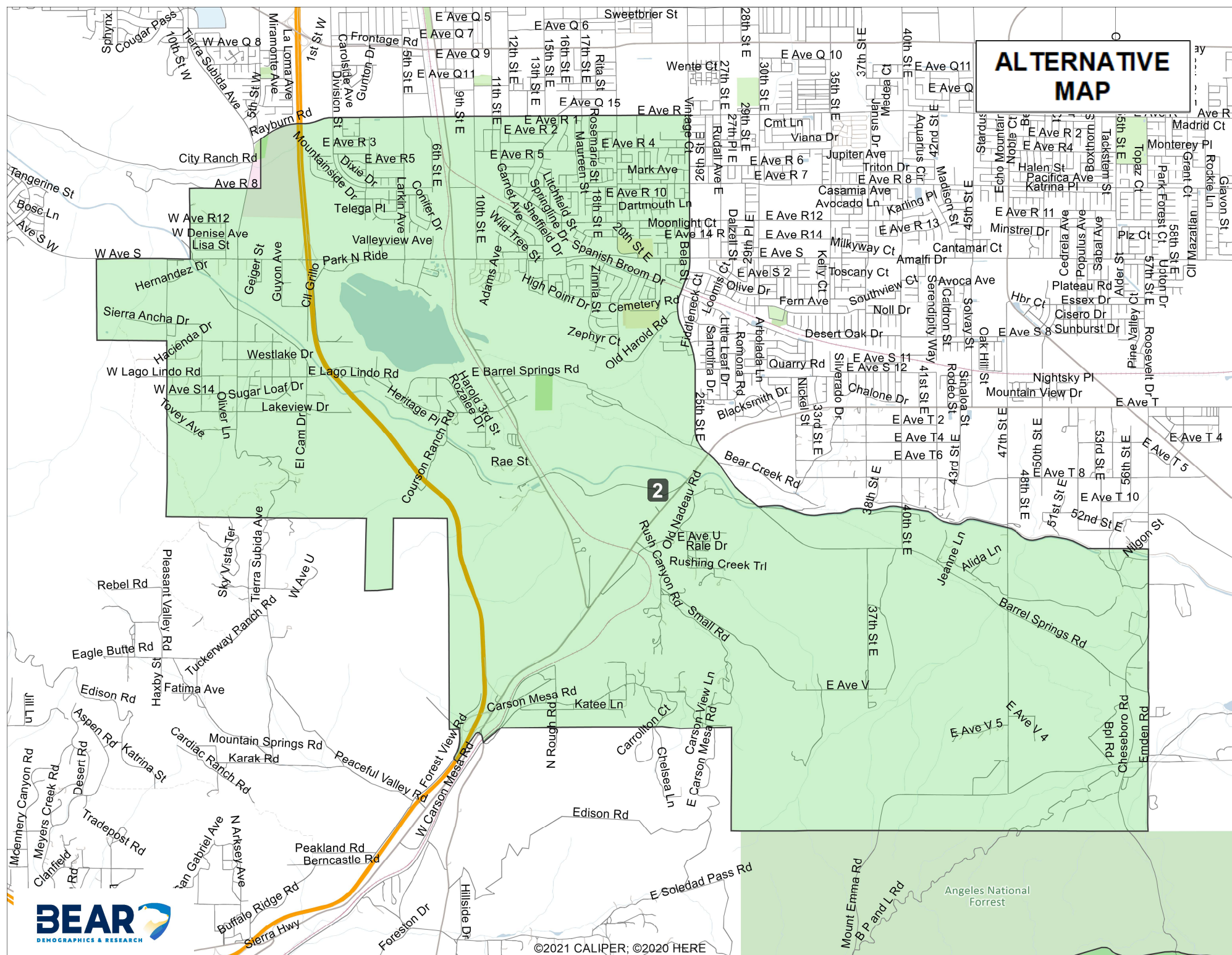




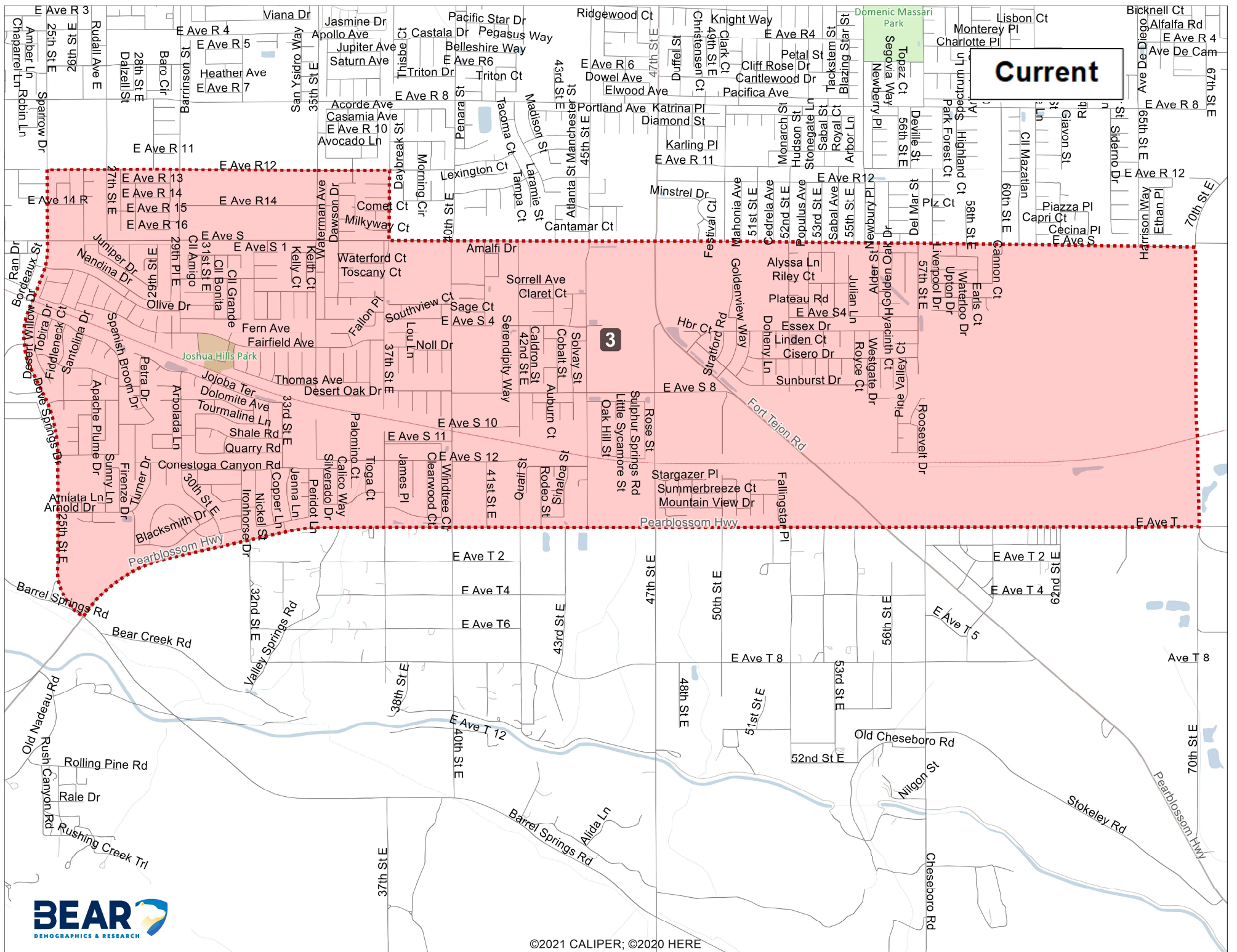


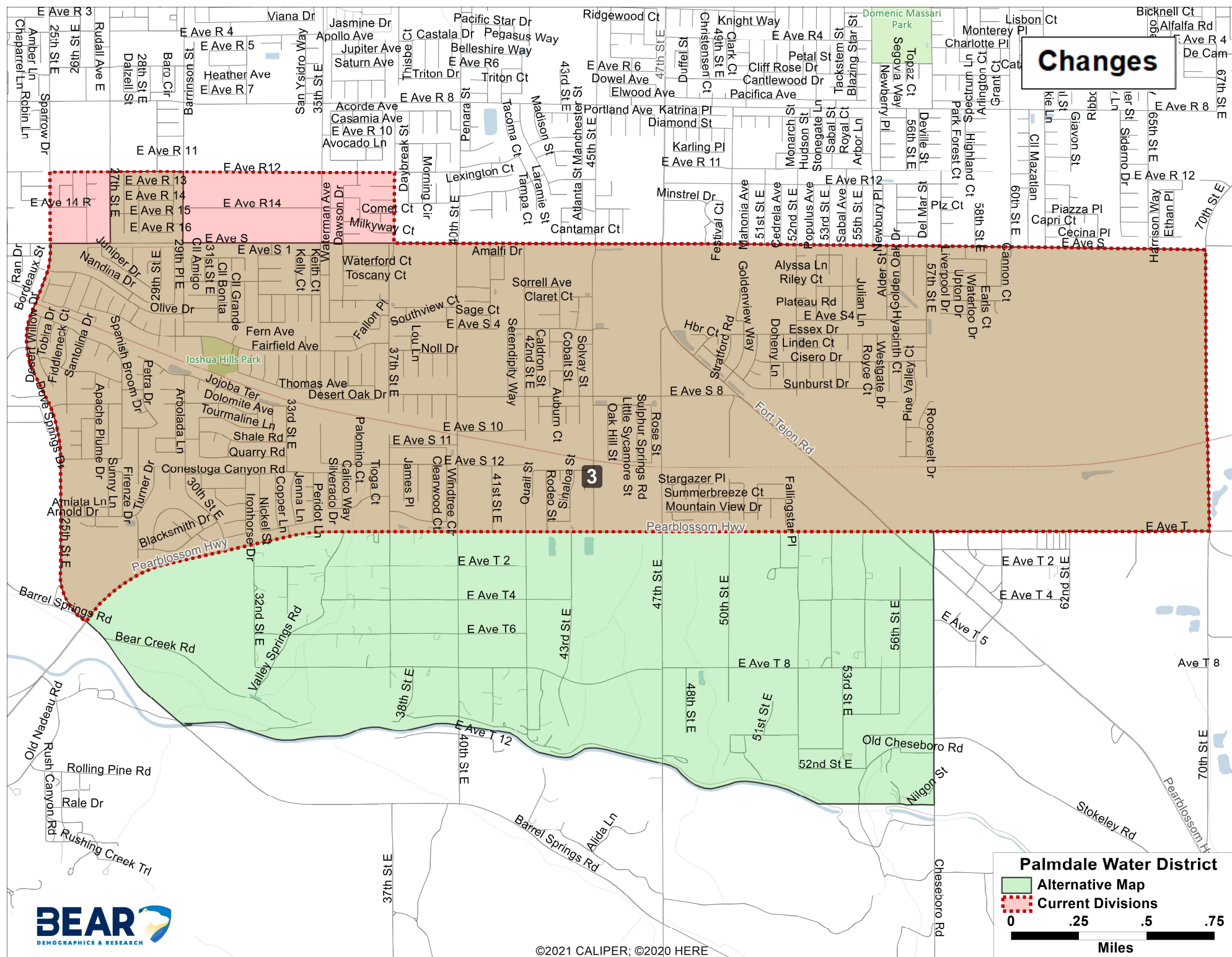




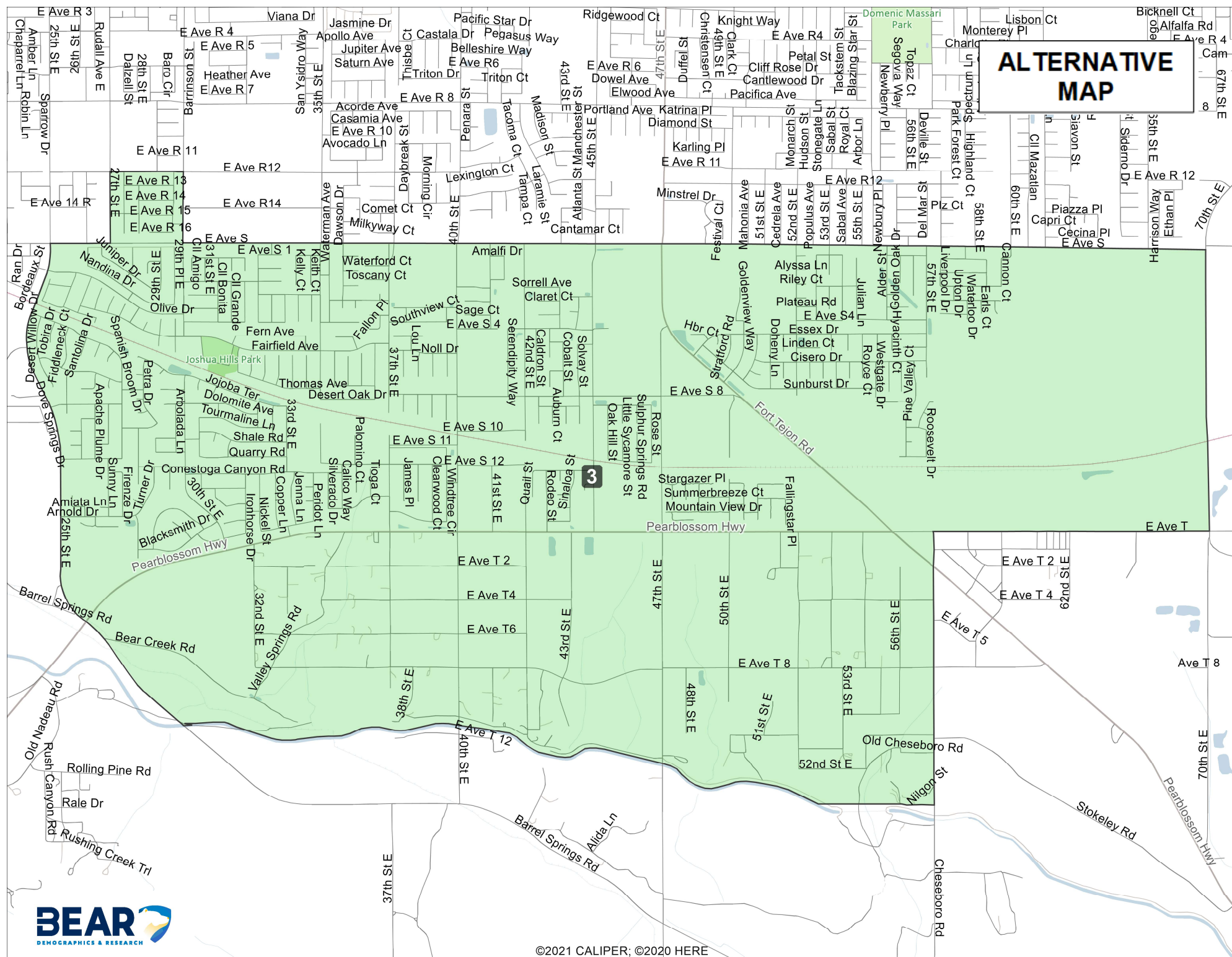


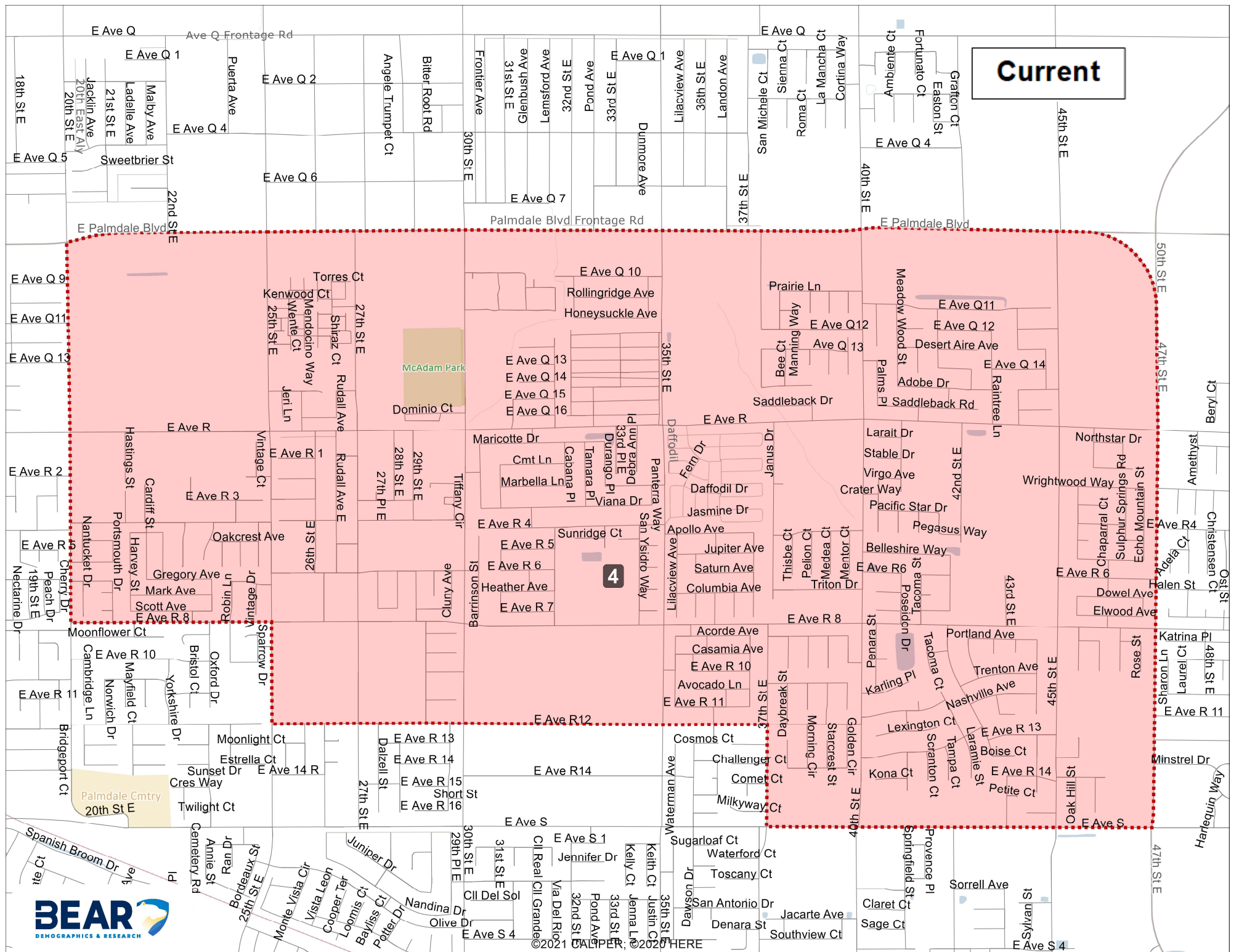




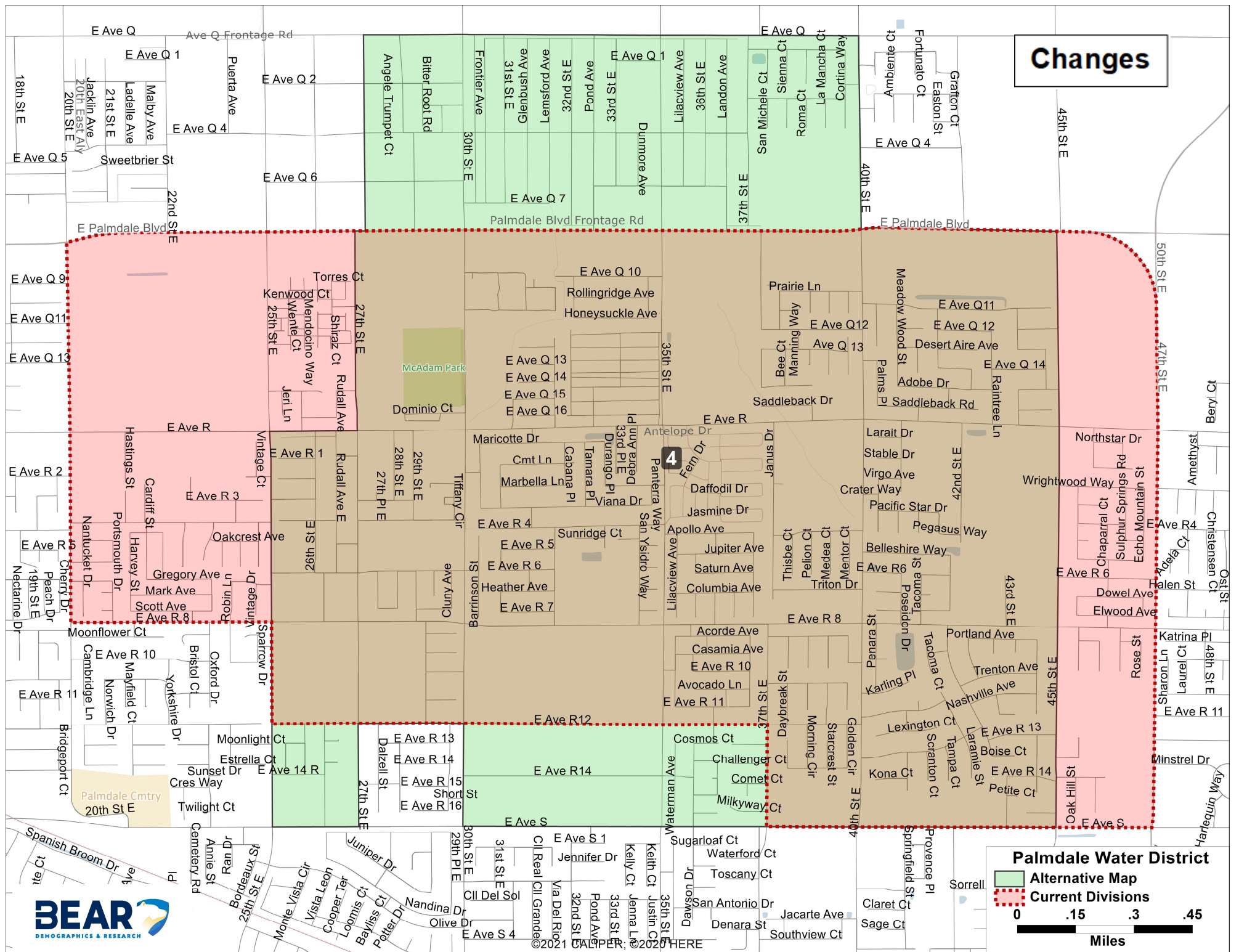




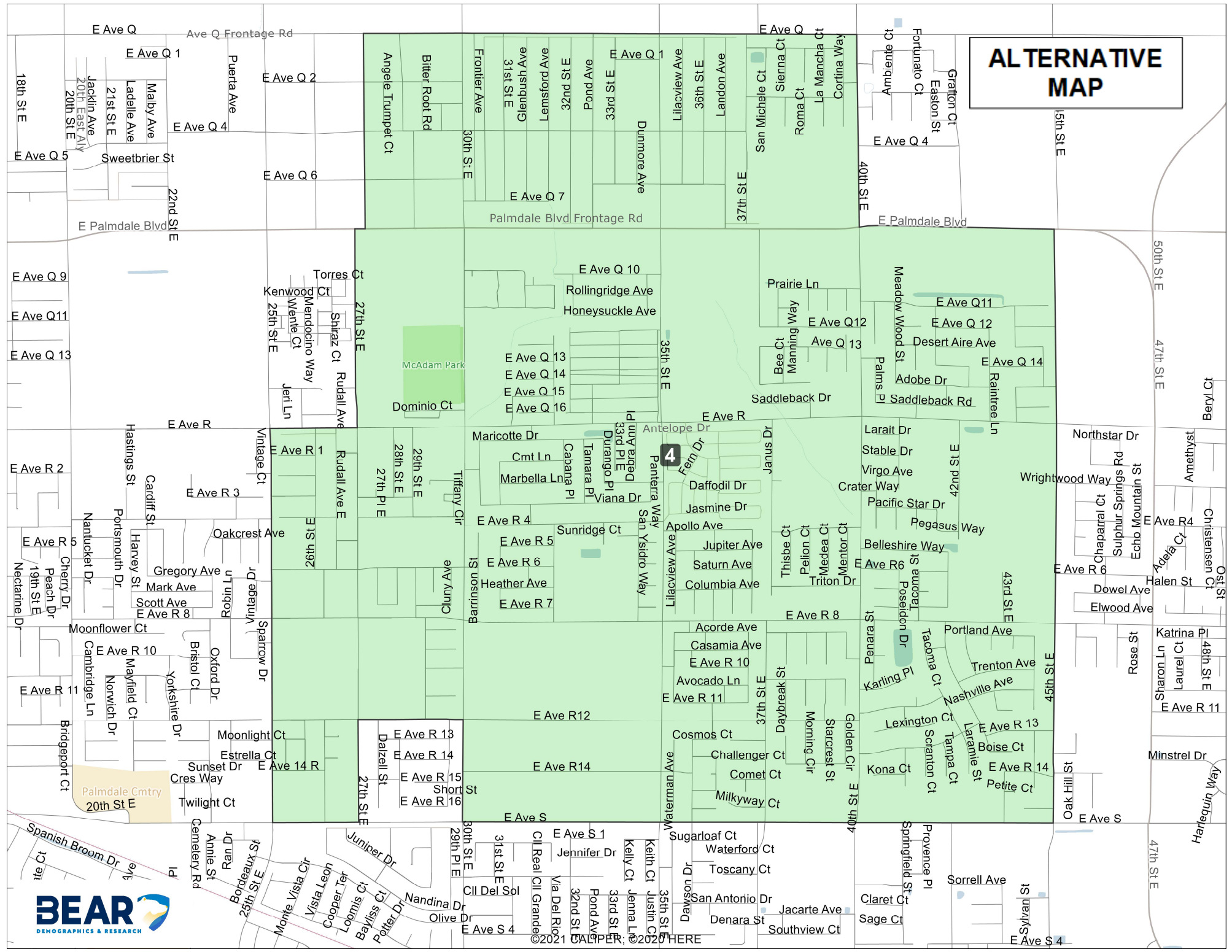






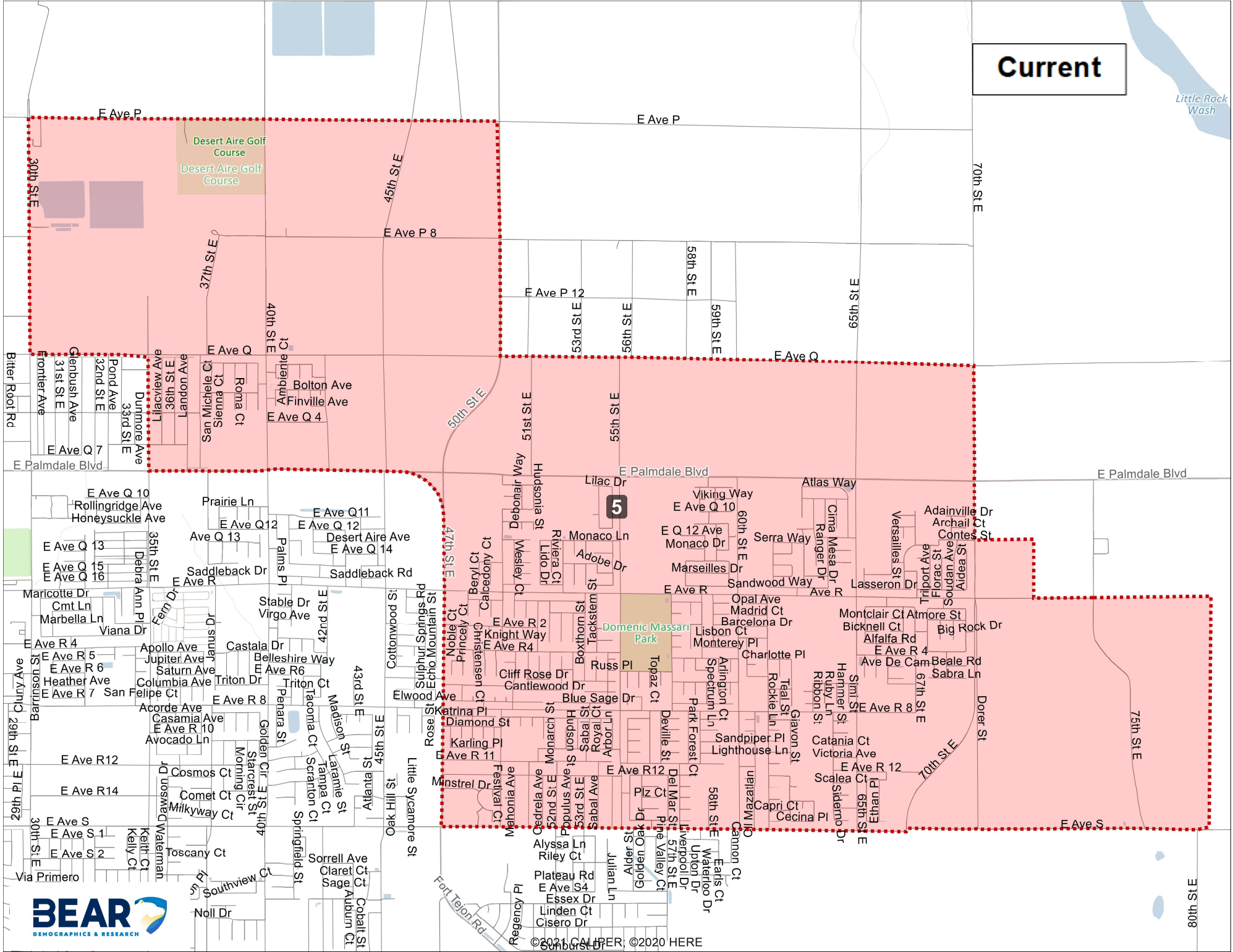


# ALTERNATIVE MAP



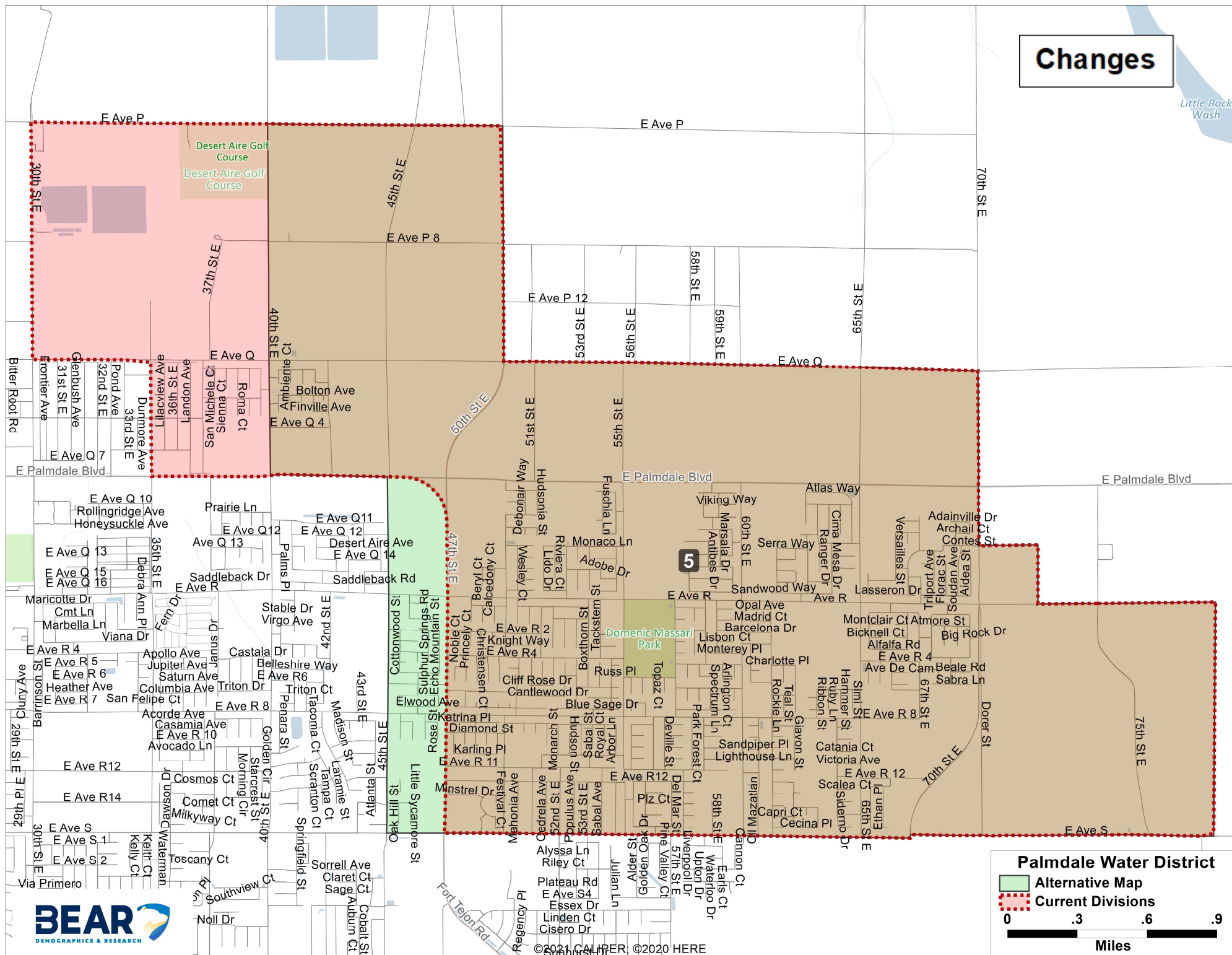


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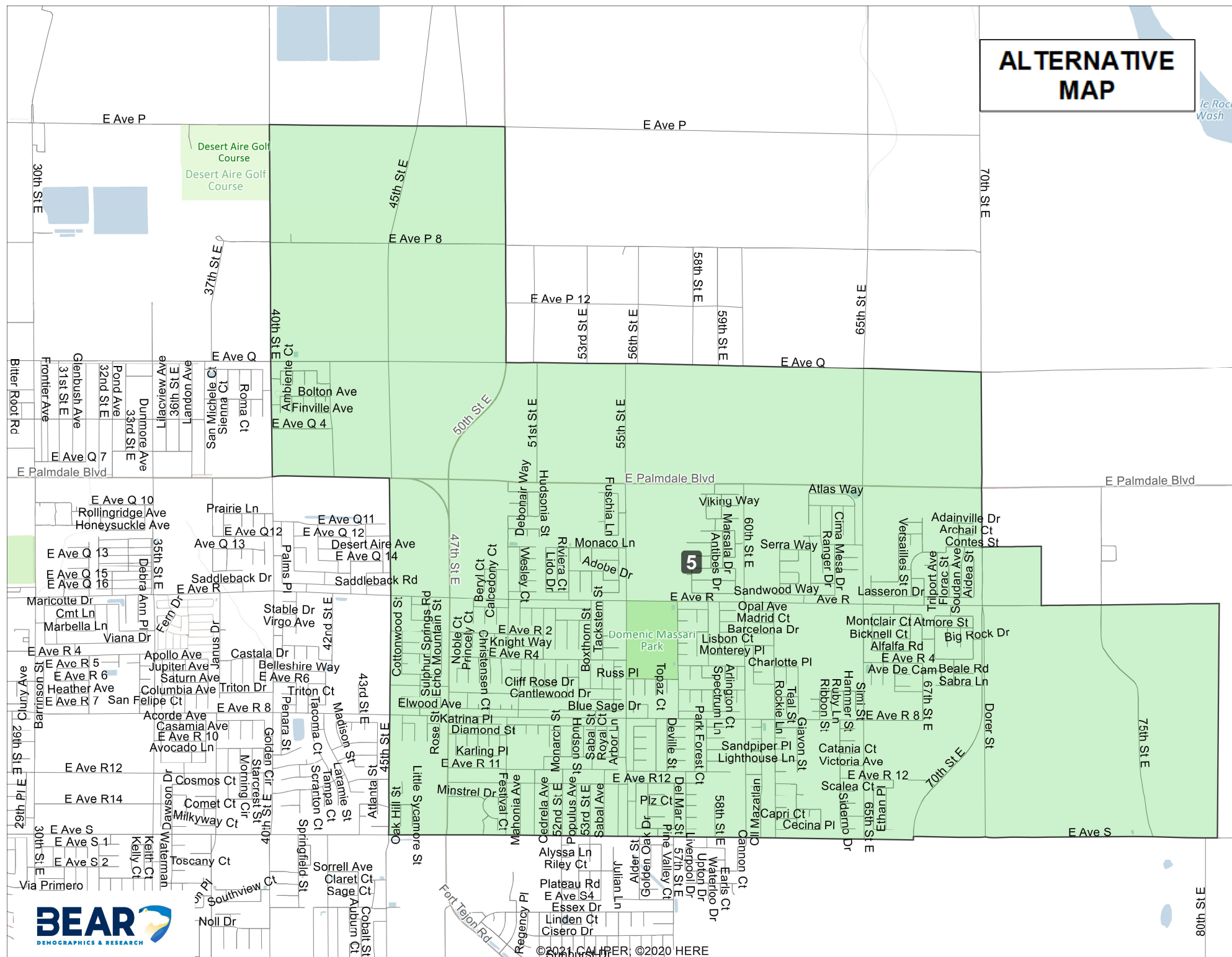
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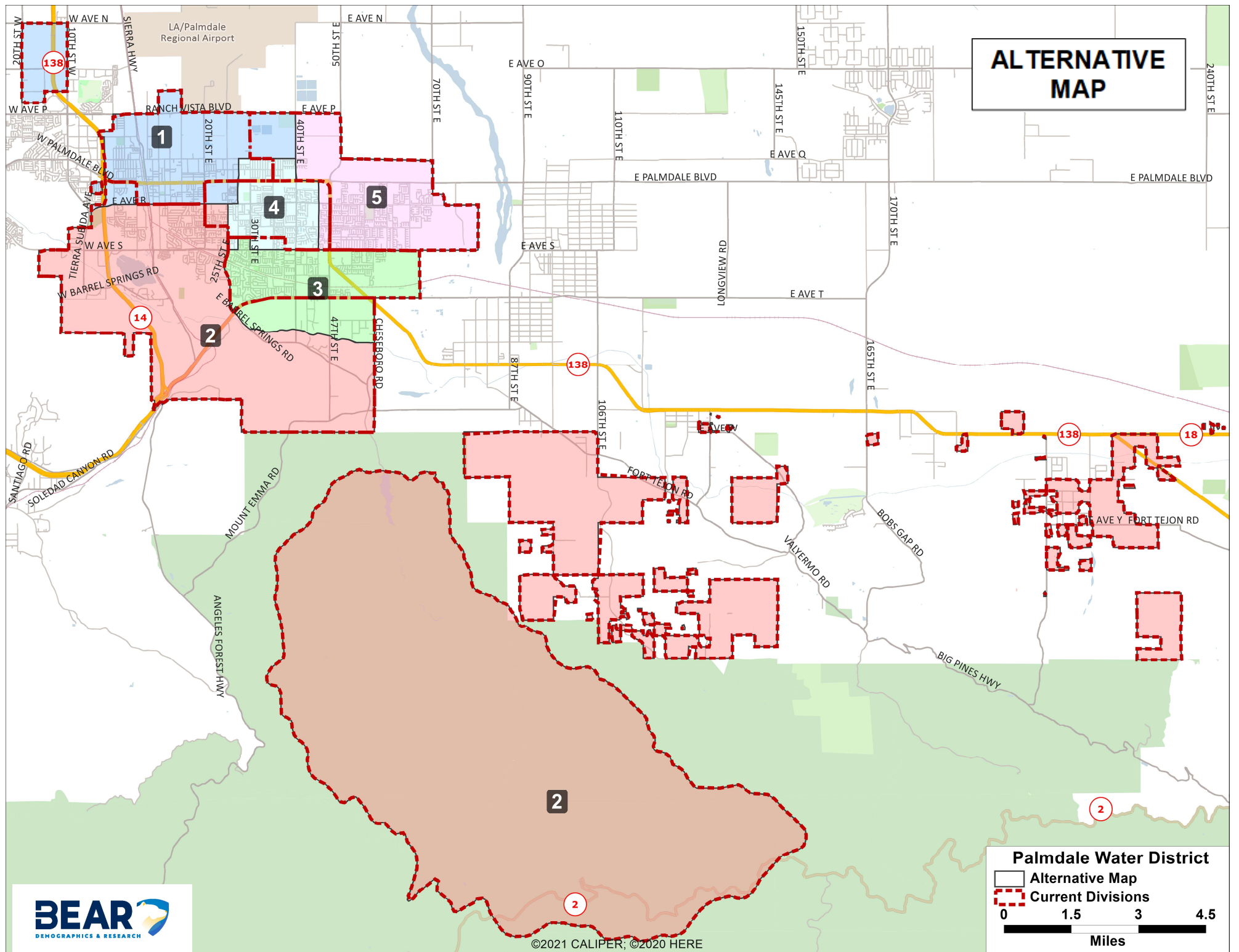
Little Rock Wash





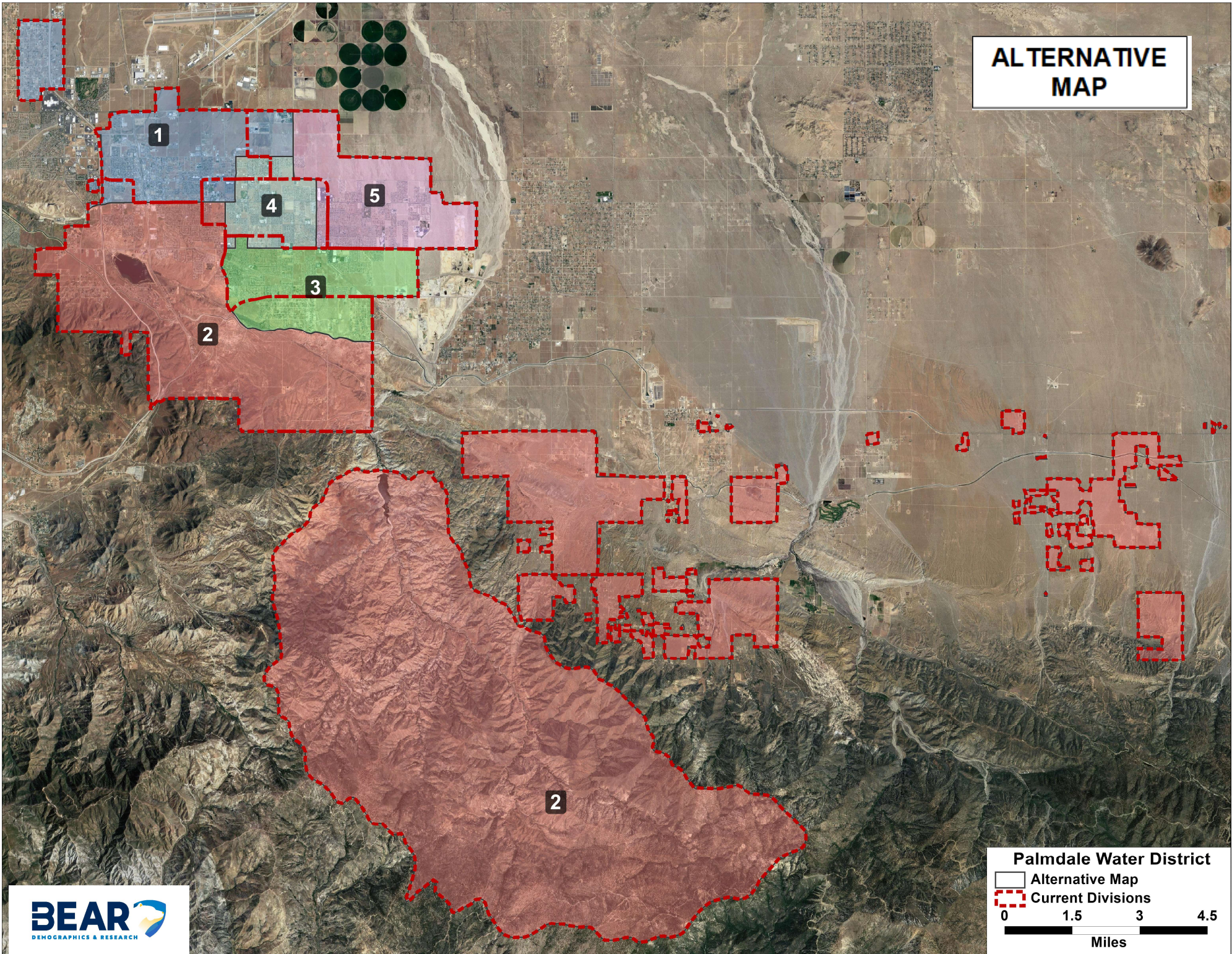
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Wash



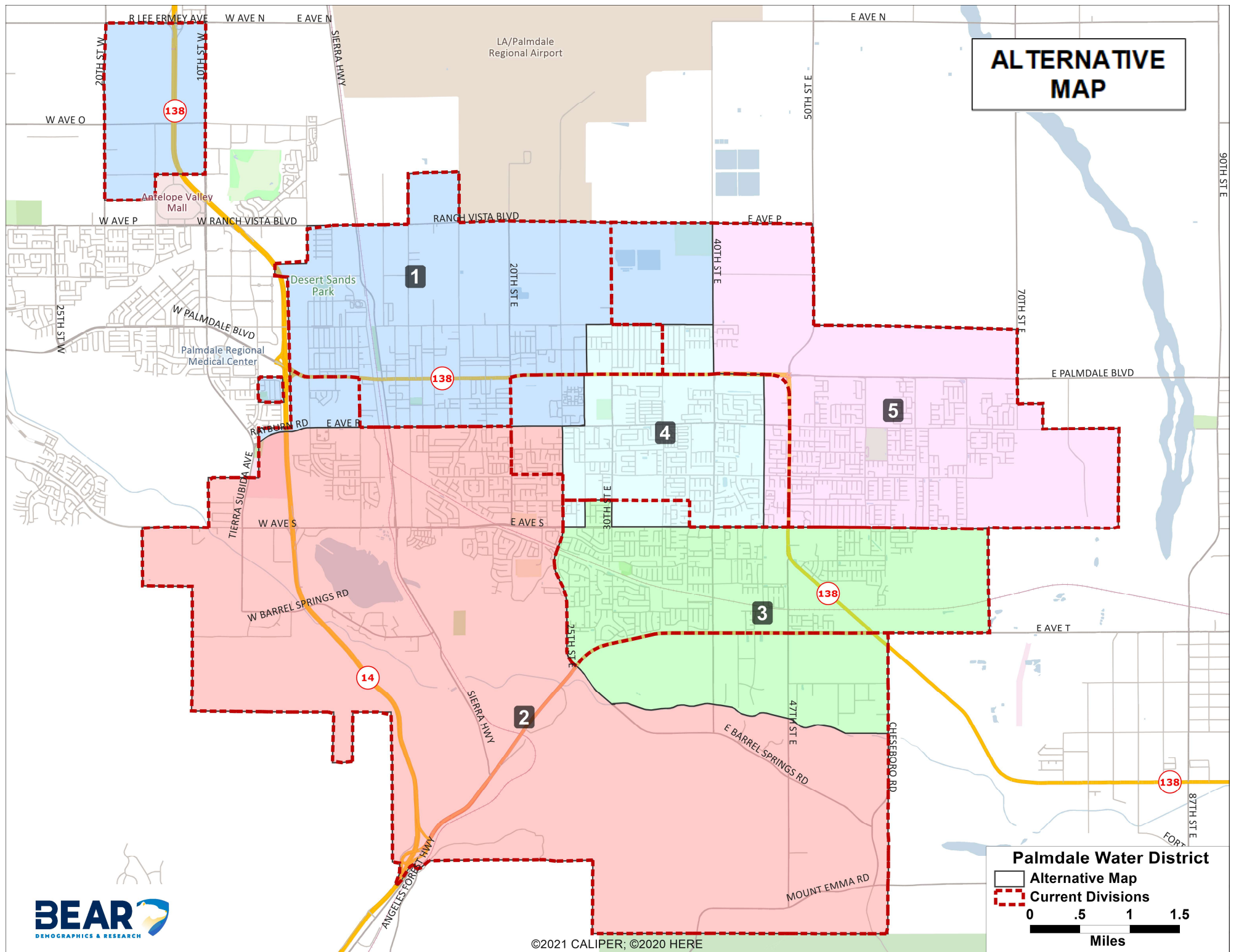




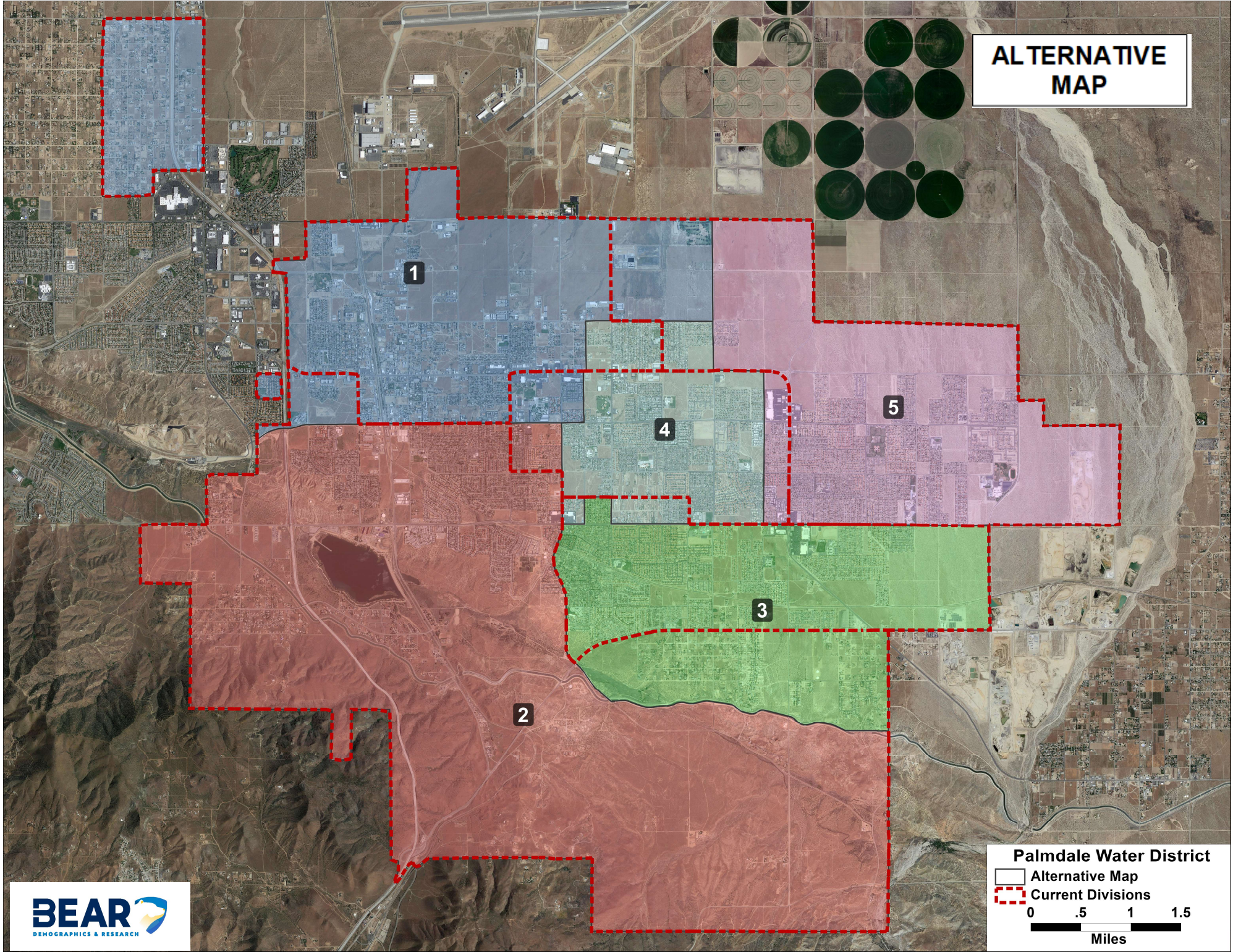
# ALTERNATIVE MAP











**ALTERNATIVE  
MAP**

**1**

**4**

**5**

**3**

**2**



**Palmdale Water District**

Alternative Map

Current Divisions

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Miles



# **Palmdale Water District** **Alternative Map Demographic Profile**

Board of Directors Divisions	1	2	3	4	5	Total	
<b>Total Population (Pop) 2020 Adjusted</b>	<b>25,141</b>	<b>25,298</b>	<b>25,561</b>	<b>25,527</b>	<b>25,467</b>	<b>126,994</b>	2020 Census State Adjusted Redistricting Data
<b>Deviation</b>	<b>(258)</b>	<b>(101)</b>	<b>162</b>	<b>128</b>	<b>68</b>		
<b>% Deviation</b>	<b>-1.0%</b>	<b>-0.4%</b>	<b>0.6%</b>	<b>0.5%</b>	<b>0.3%</b>	<b>1.6%</b>	
Latino	65.1%	65.2%	69.8%	74.1%	71.1%	69.1%	
White	10.5%	16.0%	13.2%	10.6%	9.1%	11.8%	
Black	19.5%	13.3%	11.8%	10.4%	14.1%	13.8%	
American Indian	0.7%	0.8%	0.4%	0.8%	0.5%	0.6%	
Asian	2.3%	2.9%	2.9%	2.4%	3.3%	2.8%	
Hawaiian, Pacific Islander	0.1%	0.2%	0.3%	0.2%	0.1%	0.2%	
Other Race	0.8%	0.8%	0.8%	0.8%	0.9%	0.8%	
Multi Minority Race	1.0%	0.9%	0.9%	0.8%	1.0%	0.9%	
<b>Voting Age Population (VAP) 2020 Adjusted</b>	<b>17,047</b>	<b>18,485</b>	<b>18,768</b>	<b>18,265</b>	<b>18,139</b>	<b>90,704</b>	
Latino	62.1%	62.1%	67.1%	71.4%	69.2%	66.4%	
White	13.0%	19.0%	15.4%	12.6%	10.5%	14.1%	
Black	19.6%	13.0%	11.9%	10.6%	14.2%	13.7%	
American Indian	0.8%	0.9%	0.5%	0.9%	0.5%	0.7%	
Asian	2.8%	3.3%	3.2%	2.8%	3.8%	3.2%	
Hawaiian, Pacific Islander	0.1%	0.2%	0.3%	0.3%	0.1%	0.2%	
Other Race	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	
Multi Minority Race	0.9%	0.8%	0.8%	0.7%	1.0%	0.8%	
<b>Citizen Voting Age Population (CVAP) 2019</b>	<b>12,034</b>	<b>13,786</b>	<b>14,352</b>	<b>13,404</b>	<b>13,759</b>	<b>67,334</b>	2019 ACS CVAP Tabulation
Latino	54.6%	58.0%	58.4%	62.1%	62.0%	59.1%	
White	18.8%	24.0%	21.1%	21.6%	16.2%	20.4%	
Black	21.5%	12.1%	16.3%	10.8%	17.5%	15.5%	
Asian	3.0%	4.1%	2.9%	5.0%	3.9%	3.8%	
All Other	2.2%	1.8%	1.4%	0.5%	0.5%	1.2%	



**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:** February 7, 2022 **February 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis Hoffmeyer, Finance Manager  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 6.4 – RECEIVE AND FILE SEMI-ANNUAL  
EMPLOYEE REIMBURSEMENT REPORT FOR THE PERIOD  
COVERING JULY 1, 2021 THROUGH DECEMBER 31, 2021. (NO  
BUDGET IMPACT – FINANCE MANAGER HOFFMEYER)***

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**Recommendation:**

Staff recommends the Board receive and file the Semi-Annual Employee Reimbursement Report for the period covering July 1, 2021 through December 31, 2021.

**Background:**

Staff reimbursements are based on the approved budget. It is required that the District report to the governing body Employee Reimbursements in excess of \$100.00 on a semi-annual basis.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 4 – Financial Health and Stability.  
This item directly relates to the District’s Mission Statement.

**Budget:**

Receiving and filing the Employee Reimbursement Report will not affect the budget.

**Supporting Documents:**

- Semi-Annual Employee Reimbursement Report for the period covering July 1, 2021 through December 31, 2021.

**PALMDALE WATER DISTRICT**  
**Semi-Annual Employee Reimbursement Report**  
**Period Covering July 1, 2021 to Dec 31, 2021**

Employee ID	Employee Name	Pay Date	Item Description	Amount
4040	JESUS MOTA	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	461.00
2965	DENNIS TRUJILLO	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	600.00
4043	ANDREW JONES	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	179.00
4043	ANDREW JONES	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	179.00
4043	ANDREW JONES	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	171.00
4043	ANDREW JONES	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	160.00
4043	ANDREW JONES	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	160.00
4075	CHRISTOPHER MINGHELLI	07/07/21	EDUCATIONAL REIMBURSEMENT REGULAR	299.99
1380	RICHARD DOUBENMIER	07/20/21	BOOT EXPENSE	175.00
2382	AUDEL NAREZ	08/18/21	EDUCATIONAL REIMBURSEMENT REGULAR	100.00
2955	PETER THOMPSON JR	08/18/21	TRAVEL EXPENSE	855.22
2955	PETER THOMPSON JR	09/29/21	TRAVEL EXPENSE	1,696.07
4060	SCOTT ROGERS	10/13/21	TRAVEL EXPENSE	409.04
2955	PETER THOMPSON JR	10/13/21	TRAVEL EXPENSE	421.12
4047	CLAUDIA BOLANOS	10/27/21	TRAVEL EXPENSE	336.89
4060	SCOTT ROGERS	10/27/21	TRAVEL EXPENSE	126.00
2955	PETER THOMPSON JR	11/10/21	TRAVEL EXPENSE	483.84
2955	PETER THOMPSON JR	11/10/21	EDUCATIONAL REIMBURSEMENT ADVANCED	3,720.00
2382	AUDEL NAREZ	11/10/21	EDUCATIONAL REIMBURSEMENT REGULAR	180.00
4043	ANDREW JONES	11/24/21	EDUCATIONAL REIMBURSEMENT REGULAR	115.00
1395	LOREN DYKES	12/08/21	EDUCATIONAL REIMBURSEMENT REGULAR	210.00
1395	LOREN DYKES	12/08/21	EDUCATIONAL REIMBURSEMENT REGULAR	285.00
1910	KELLY JETERS	12/08/21	EDUCATIONAL REIMBURSEMENT REGULAR	200.00
1910	KELLY JETERS	12/22/21	EDUCATIONAL REIMBURSEMENT REGULAR	210.00
4041	COREY SHERE	12/22/21	EDUCATIONAL REIMBURSEMENT REGULAR	207.50
4041	COREY SHERE	12/22/21	EDUCATIONAL REIMBURSEMENT REGULAR	207.50
4043	ANDREW JONES	12/22/21	EDUCATIONAL REIMBURSEMENT REGULAR	555.00
4067	BRIAN TONER	12/22/22	BOOT EXPENSE	168.63
				<hr/> 12,871.80 <hr/>



**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:** February 8, 2022 **February 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE PALMDALE WATER DISTRICT AND DR. WILLIAM MATHIS d/b/a MATHIS CONSULTING GROUP REGARDING ORGANIZATIONAL DEVELOPMENT AND BOARD ACTIVITIES. (\$29,000.00 – BUDGETED – BUDGET ITEM NO. 1-02-5070-007, CONSULTANTS – GENERAL MANAGER LaMOREAUX)***

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**Recommendation:**

Staff recommends the Board approve the Agreement for Professional Services with Dr. William Mathis d/b/a Mathis Consulting Group for Organizational Development and Board Activities in the not-to-exceed amount of \$29,000.00.

**Alternative Options:**

The alternative option is to not approve the proposal and have staff facilitate the evaluations for the General Manager and General Counsel.

**Impact of Taking No Action:**

The impact from no action would be additional duties for staff to perform this work.

**Background:**

The District has worked with Dr. Bill Mathis, Mathis Consulting Group, for several years with his firm conducting cultural surveys, evaluations, and workshops. His proposal for 2022 provides for a facilitated evaluation of the General Manager and General Counsel, individual and group meetings with Directors, continuing opportunities for combined legislative efforts with agencies for mutual benefits, and internal management coaching, if needed.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership and Strategic Initiative No. 2 – Organizational Excellence.

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

**Budget:**

This item is under Budget Item No. 1-02-5070-007 – Consultants.

**Supporting Documents:**

- February 6, 2022 proposal from Mathis Consulting Group
- Agreement for Professional Services



## Mathis Consulting Group

Cell: 707/333-2095

[Dr.Bill@MathisGroup.net](mailto:Dr.Bill@MathisGroup.net)

February 6, 2022

TO: Dennis Lamoreaux, General Manager

FROM: Dr. Bill Mathis  
Management Psychologist

RE: Organizational Development & Board Activities

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As a continuation of our productive consulting relationship for 022, we propose to offer the following services for this new year with COVID-19 comeback. Our commitment is to assist you and staff in assuring high performance and best practices with a new Board President and continuing Board Members.

- A) Provide a facilitated evaluation of the General Manager and Contract Attorney. All processes will take place at the highest professional level experienced in the past. The new contract will include suggested goals for both the Attorney and General Manager after approved by personnel (includes meeting with Personnel Committee for discussion on goals for 2022-23.

\$9,000

- B) Initial resumption with GM/Staff to create opportunities for infrastructure, combined legislative efforts with other districts (i.e., United Water Conservation District and other that have potential areas for mutual benefits. Expansion of the efforts requires coordination and follow up on 5-6 major initiatives from Committee and the whole Board.

Examples:

- Sale of water to support major projects
- Dam clean-up/repairs
- Join group for new jobs grants for internships and apprenticeships with unions.
- Mutual expansion or repair grants for Recreation/Dam Rights
- Regional Conference on Water Participation
- This exercise will likely produce a return on investment (ROI)

\$10,000



- C) Internal coaching of Managers selected by General Manager to receive attention for internal development of potential and 8-10 month program.

\$10,000

Total Cost: \$29,000

Dr. Bill Mathis

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Dennis Lamoreaux, General Manager  
Palmdale Water District

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R. William Mathis, Ph.D.  
Management Consultant

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE PALMDALE WATER DISTRICT AND  
DR. WILLIAM MATHIS d/b/a/ MATHIS CONSULTING GROUP**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of February, 2022 by and between the PALMDALE WATER DISTRICT, a California public agency (“District”) and DR. WILLIAM MATHIS d/b/a/ MATHIS CONSULTING GROUP, a sole proprietorship (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

Whereas, the District desires assistance in conducting its annual performance evaluation for the positions of District General Manager and District General Counsel; and

Whereas, Consultant previously provided professional consulting services to the District in the area of management consulting and performance evaluation for the positions of District General Manager and District General Counsel; and

Whereas, the District and Consultant desire to enter into a contract for the provision of professional services related to these performance evaluations as delineated in the Scope of Work attached hereto as Exhibit “A” subject to the terms and conditions of this Agreement.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.



## 2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Twenty Nine Thousand Dollars (\$29,000.00)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month in a form approved by District's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice District for any duplicate services performed by more than one person.

District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to District warrant run procedures, the District cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Review and payment by the District of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the District Board. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

## 3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the

time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### 4. COORDINATION OF WORK

4.1 Representative of Consultant. **Dr. William Mathis, Management Consultant**, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep District informed of any changes.

4.2 Contract Officer. **Dennis LaMoreaux, District General Manager**, or such person as may be designated by the District General Manager is hereby designated as being the representative the District authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of District. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of District with only such obligations as are



consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District, or that it is a member of a joint enterprise with District.

## **5. INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of District:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the District submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the District, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by District or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the District. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the District with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. District reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to District.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the District's Risk Manager or other designee of the District due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of District's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## 6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder (the



“books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the District without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the District General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the District notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the District should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the District and to provide the District with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the District of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the District.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to District, except that where termination is due to the fault of the District, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for



the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

## **8. MISCELLANEOUS**

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District General Manager and to the attention of the Contract Officer (with her/his name and District title), Palmdale Water District, 2029 East Avenue Q, Palmdale, California 93550 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON THE FOLLOWING PAGE]**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**DISTRICT:**  
**PALMDALE WATER DISTRICT,**  
a California public agency

\_\_\_\_\_  
Gloria Dizmang, President

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Eric Dunn, General Counsel

**CONSULTANT:**  
**DR. WILLIAM MATHIS d/b/a/ MATHIS**  
**CONSULTING GROUP,**  
a sole proprietorship

By:\_\_\_\_\_  
Name: Dr. William Mathis  
Title: Management Consultant

By:\_\_\_\_\_  
Name:  
Title:

Address: 11660 Church St., # 714  
Rancho Cucamonga, CA 91730

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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OTHER \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **I. Consultant will provide the District with the following Services (“Services”):**

- A. Task A: Performance Evaluation.** Consultant shall facilitate performance evaluations for the positions of District General Manager and District General Counsel, including without limitation:
1. Prepare and organize performance evaluations of the General Manager and District General Counsel, individually, for the Board, using the following procedure:
    - a. Consultant shall request and analyze self-evaluations provided by the General Manager (“GM”) and the District General Counsel (“GC”) detailing prior year’s accomplishments and recommended goals for 2022.
    - b. Consultant shall recommend goals that should be on the GM and the GC’s personal goal lists after discussion with Personnel Committee.
    - c. Once finalized, the GM and the GC accomplishment lists and recommended goals will be sent to the Board prior to the individual meetings with Consultant.
    - e. Consultant shall coordinate setting the performance evaluation date(s) with the District and attend the meeting.
  2. Consultant shall prepare summary and write-up for discussion in combination with the Board’s combined evaluation data.
- B. TASK B: Initial Resumption with GM and District Staff.** Consultant shall create opportunities for infrastructure improvements and combined legislative efforts with other special districts, such as the United Water Conservation District, West Valley Water District, among others, that have potential areas for mutual benefits, in the following possible areas: (1) sale of water to support major projects; (2) dam clean-up/repairs; (3) jobs grants for internships and apprenticeships; (4) mutual expansion or repair grants for recreation/dam rights; (5) regional conference on water; and (6) the production of a return on investment.
- C. TASK C: Internal Coaching of Managers.** Consultant shall provide internal coaching of managers selected by GM to receive attention for internal development of potential and to participate in an 8-10 month program to help improve performance and alignment with the District's goals.

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:**

- A.** Summary and write-up to be used as part of the discussion during the individual performance evaluation meetings.

**III. Consultant will utilize the following personnel to accomplish the Services:**

- A.** Dr. William Mathis, Management Consultant.
- B.** Other Consultant staff as necessary.

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

NONE



**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following Services at the following Rates:**

	<b>PRICE</b>	<b>SUB-BUDGET</b>
<b>A. Task A: Performance Evaluation</b>	<b>\$9,000</b>	<b>\$9,000</b>
<b>B. Task B: Initial Resumption</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>C. Task C: Internal Coaching of Mangers</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>TOTAL</b>	<b>\$29,000</b>	<b>\$29,000</b>

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**

**III. The total compensation for the Services shall not exceed \$29,000.00, as provided in Section 2.1 of this Agreement.**

## **EXHIBIT “D”**

### **SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services in a timely manner and in accordance with a schedule to be agreed upon with the District following the execution of this Agreement.**
- II. Consultant shall deliver the following tangible work products to the District in a timely manner and in accordance with a schedule to be agreed upon with the District following the execution of this Agreement.**
  - A. Summary and write-up are to be used as part of the discussion during the individual performance evaluation meetings.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

**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:** February 8, 2022 **February 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mynor V. Masaya, Operations Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON  
AWARDING CONTRACT TO UGSI SOLUTIONS FOR PURCHASING THE  
REPLACEMENT OF THE ON-SITE SODIUM HYPOCHLORITE GENERATOR  
FOR THE LESLIE O. CARTER WATER TREATMENT PLANT. (\$517,825.00 –  
BUDGETED – PROJECT NO. 22-608 – OPERATIONS MANAGER MASAYA)***

---

**Recommendation:**

Staff recommends that the Board award a contract to UGSI for the purchase of the on-site hypochlorite generator for the Leslie O. Carter Water Treatment Plant.

**Alternative Options:**

There is no option. The existing on-site hypochlorite generator at the treatment plant has lost half of the capacity to produce sodium hypochlorite due to the age of system.

**Impact of Taking No Action:**

The impact from no action taken would result in using the expensive bulk loads of 12.5% Sodium Hypochlorite to achieve disinfection.

**Background:**

The existing sodium hypochlorite generator was installed in 1999 and last refurbished during the Phase II treatment plant improvement Project in 2008 and has been in operation ever since. The existing generator manufacturer has stated the existing equipment, including the hypo-cells, controls, and rectifiers, have a typical useful lifetime of 15 years. The District has budgeted for the purchase and replacement of the generator. A Request for Proposals (RFP) was drafted, and three vendors submitted proposals. After a thorough evaluation by staff members, UGSI Solutions is recommended to supply the unit. Below is a chart of the scoring and total average score for each vendor.

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Total Score
D&H	57	55.5	53	43	52.13
De Nora	65	55	64	39	55.75
UGSI	62	60	68	44	58.5



BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

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

February 8, 2022

The summary of cost proposals for the complete on-site sodium hypochlorite generation system is listed below for reference.

**Equipment Cost Proposals**

<b>UGSI</b>	<b>DeNora</b>	<b>D&amp;H</b>
\$517,825.00	\$382,742.85	\$374,702.83

Below are the life cycle costs, provided by the vendors. The life cycle costs provided by DeNora and D&H did not include several replacements parts identified in their proposal but not included in their life cycle cost analysis.

**Life Cycle Cost**

<b>UGSI</b>	<b>DeNora</b>	<b>D&amp;H</b>
\$3,190,000.00	\$3,626,083.00	\$3,372,983.00

While UGSI provided a higher cost in comparison to the other vendors, their proposed Microclor sodium hypochlorite generation system satisfies the District's needs for a variety of reasons. First, UGSI proposed a system that exceeded proposal requirements which consists of a vertical cell design which will allow safe operations and easy removal and replacement of cells with a single staff member. With a total of 10 verticals cells, the proposed generator is designed to allow redundancy, which means if one cell needs to be removed, it can still achieve 90% production capacity. In comparison, DeNora and D&H proposed systems that were physically larger and would take more than one staff member, and a forklift to remove or replace just a single cell.

Secondly, the District has previously worked with the existing vendor, and staff were not completely satisfied with their support services and the availability of parts. UGSI service center is located in Milpitas for easier maintenance, regional service assistance with technicians located in Corona, and service parts that can be on site within 24 hours.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 3 \_Systems Efficiency.  
This item directly relates to the District's Mission Statement.

**Budget:**

This item is budgeted under Project No. 22-608 totaling \$517,825.00.

**Supporting Documents:**

- UGSI Proposal

## **BID PROPOSAL**

# **MICROCLOR® ON-SITE HYPOCHLORITE GENERATION SYSTEM FOR PALMDALE WATER DISTRICT, CA 35MG WTP**



*Reference picture of a Microclor® MC-1000 On-Site Hypochlorite Generation System*

PSI Water Technologies, Inc. File No.: P21-5312 BID Rev 1  
CA Contractor's License: #877235

Prepared on: January 6, 2022

### **SALES REPRESENTATIVE**

Kevin Sanner  
UGSI Solutions, Inc.  
550 Sycamore Drive  
Milpitas, CA 95035  
Tel: (310) 975-9719  
Email: [ksanner@ugsicorp.com](mailto:ksanner@ugsicorp.com)

## **TABLE OF CONTENTS**

Cover Letter

Section 1: Letter of Introduction

Section 2: Qualifications and Unique Qualities

Section 3: Project Staffing and Availability

Section 4: Proposed Solution and Supporting Documents

Section 5: References

Section 6: Terms and Conditions

**IMPORTANT NOTICE:** All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.





January 6, 2022

Environmental Construction, Inc.  
Attn: Mike Mahjoob  
21550 Oxnard Street, Suite 1060  
Woodland Hills, CA 91367

Re: Request for Proposal  
Leslie O. Carter Treatment Plant 0.8% Sodium Hypochlorite Generator  
PSI Water Technologies, Inc. File No.: P21-5312 BID

Dear Mike,

PSI Water Technologies, Inc. (PSI), a UGSI Solutions company, is pleased to provide this bid proposal for one (1) Microclor® MC-1600 On-Site Hypochlorite Generation System for Palmdale Water District, CA.

Please note the following key points when evaluating our proposal:

- PSI acknowledges the Request for Proposal issued on July 28, 2021
- Our skid-mounted system will be delivered to you with the major components pre-piped, pre-wired, and pre-assembled as specified for simple installation. Ancillary components of the on-site hypochlorite generation system will be shipped loose for installation and connection at the job site.

A detailed breakdown of our scope of work is on the following pages. Please review it carefully, including our list of exclusions and clarification/exceptions, to ensure that a complete system is provided to Palmdale Water District.

Thank you for the opportunity to work with you. If we can be of any further assistance, please do not hesitate to contact me at (310) 975-9719.

Sincerely,

Kevin Sanner  
Regional Sales Manager

Cc: Zack Williams, PSI Water Technologies, Inc.  
Andrew Lau, PSI Water Technologies, Inc.

## **SECTION 1**

### **LETTER OF INTRODUCTION**

PSI Water Technologies, Inc. ("PSI") is submitting a proposal to you to furnish a Microclor® onsite sodium hypochlorite generation system the ("PSI Proposal"). The PSI Proposal details the items of equipment that comprise the system and the related services that PSI offers to supply as well as those items and services that are to be provided by others and clarifications related to PSI's scope of supply (collectively, the "Exceptions and Clarifications" and such items and services, subject to the Exceptions and Clarifications, being referred to as "PSI's Scope of Work"). PSI can meet the requirements set forth in the PSI Proposal. Furthermore, PSI understands that you will incorporate the information in the PSI Proposal into your response to the Palmdale Water District's LESLIE O. CARTER TREATMENT PLANT 0.8% SODIUM HYPOCHLORITE GENERATOR Request for Proposal ("your Proposal"). Accordingly, to the extent that your Proposal presents all of the same information as is presented in the PSI Proposal, PSI can meet the technical requirements of such information as it appears in your Proposal.

PSI has also reviewed the technical documents that are attachments to the Agreement in the above-referenced Request for Proposal, namely the As-Built Electrical, Instrumentation and Mechanical Plans and the 2020 District Standard Specs and Details. PSI's Scope of Work takes account of the information discernible from such attachments, and PSI's equipment can meet the technical requirements presented therein as and to the extent applicable to PSI's Scope of Work.

PSI's Microclor® system is recognized as the leading technology in on-site hypochlorite generation (OSHG) systems for virtually all water, wastewater, and reuse applications for municipal and industrial users. A reputation for long-lasting, high-quality products has been established over several years of excellent performance, reliable customer service, and competitive value. The Microclor® line of OSHG systems was launched by PSI's founders Brent Simmons and Gunnar Thordarson in 2003. Their experience with OSHG systems, however, goes back much farther as pioneers in the North American OSHG system market.

Mr. Simmons' work with commercial pool salt chlorinators inspired him to consider the utilization of on-site generation of bleach for potable water applications. Chemical Services Company (CSC) was founded in 1988 with business partner Mr. Thordarson, for the sole purpose of developing large scale chlorine generation systems. A quickly growing and profitable business, CSC developed and manufactured the ClorTec® chlorine generator in various sizes. After building a strong reputation as the early leading technology provider with more than 3,000 global installations, this first-generation OSHG system was acquired by Severn Trent Services in 1999. Even after supporting the ClorTec® line for several years, they



were not finished contributing to the OSHG market. Mr. Simmons and Mr. Thordarson satisfied several voids in the OSHG market with their formation of PSI's Microclor® system, the next-generation on-site hypochlorite generator. With the trust and service-focused character the founders were known for, the Microclor® system quickly jumped to become the industry-leading technology platform. Industry consultants and customer alike looked to PSI, the clear leader with 80% of the market and rapid growth internationally, to set the gold standard for safety, service, and warranty.

In an agreement that retained all personnel, including both founders, UGSI, Inc. acquired PSI Water Technologies, Inc. in June 2014. Seeing a great potential for growth of market volume, UGSI, Inc. management quickly invested in company resources through the addition of key general and operations management positions and the remodel of PSI Water Technologies, Inc.'s Milpitas, California, headquarters and manufacturing facility. Integration with the existing UGSI sales force offers nine full-time individuals who jointly possess over 300 years combined experience selling, designing, manufacturing, installing, and servicing on-site hypochlorite generation equipment.

As a customer-focused company, PSI Water Technologies, Inc. is dedicated the following three attributes:

- a. The availability and quick shipment of on-site hypochlorite generation and tank mixing systems, and equipment replacement parts taken from its deep stock of inventory
- b. The thorough design and manufacture of innovative, pre-assembled, on-site hypochlorite generation systems that conform to the requirements of each customer and/or installation
- c. The appointing of experienced staff devoted to continuous quality improvement through further product development

PSI Water Technologies, Inc.'s parent company, UGSI Solutions, Inc. (UGSI), a private company, is a leading provider of cutting-edge infrastructure technologies and PSI Water Technologies to a wide range of commercial, industrial, and governmental water and wastewater customers. UGSI meets its customers' needs through technological innovation, dedication to customer service, and an unyielding commitment to quality.

Headquartered in San Diego County, California, and led by a management team with industry-leading experience and expertise, UGSI Solutions, Inc. intends to remain in the top tier of water and wastewater infrastructure and solution companies. UGSI continues to pursue complementary products and services to expand our ability to support our customers. Corporate Officer authorized to bind this RFP with the proposed manufacturer upon contract execution:

Guy Chadwell  
Vice President and General Manager



## **SECTION 2**

### **QUALIFICATIONS AND UNIQUE QUALITIES**

PSI Water Technologies, Inc. is a licensed contractor in the state of California - please refer to the attachment below. PSI has been involved in the following projects, all similar to scope of materials and services offered in this proposal:

Project Name	Microclor® System Size	Project Cost	Time Period	Project Responsibility
<b>City of Otay, CA</b>	MC-1000 x 2	\$655,600	Completed June 2016	Provide system design assistance, Supply OSHG & ancillary equipment with required documentation. Primary contractor for installation process. Provide installation inspection, system start-up and operator training on supplied equipment.
<b>City of Escondido, CA</b>	MC-1800 x 3	\$1,770,951	Completed March 2018	Provide system design assistance on a multistage project, Supply OSHG & ancillary equipment with required documentation. Provide installation inspection, system start-up and operator training on supplied equipment.
<b>City of Olivenhain, CA</b>	MC-2400 x 1	\$447,000	Completed May 2014	Supply OSHG & ancillary equipment with required documentation. Provide installation inspection, system start-up and operator training on supplied equipment.

Today, with a team of innovators and experienced water technology experts, PSI provides second-to-none water and wastewater problem solving, field services and technologies to help customers improve water quality.

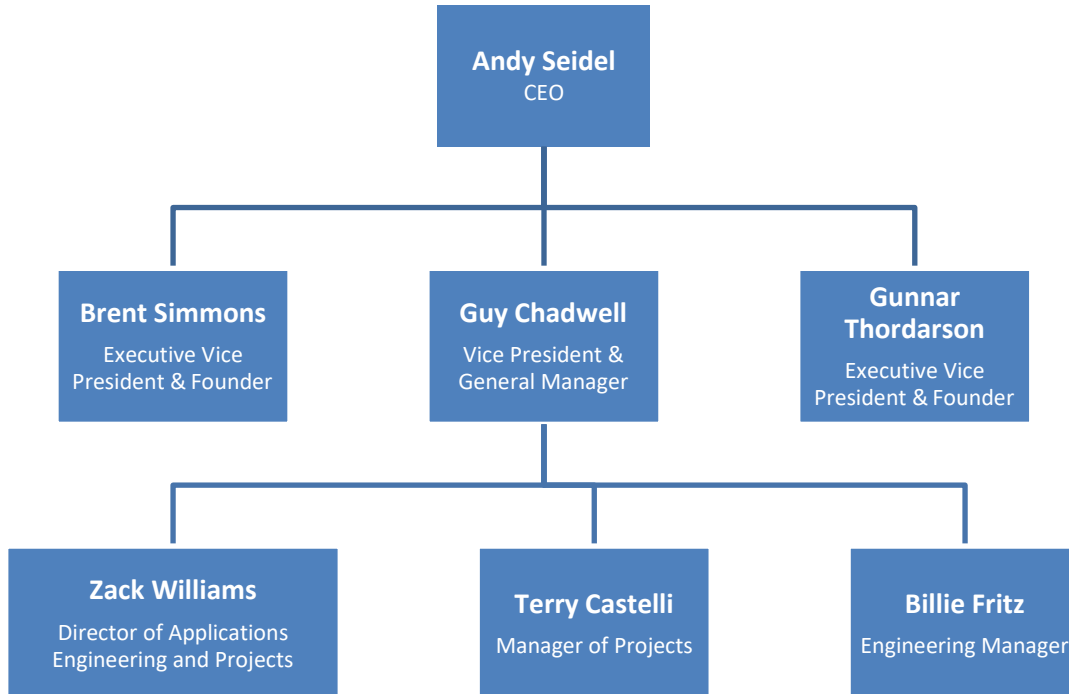
As a customer-focused company, PSI Water Technologies, Inc. is dedicated the following three attributes:

- The availability and quick shipment of on-site hypochlorite generation and tank mixing systems, and equipment replacement parts taken from its deep stock of inventory.
- The thorough design and manufacture of innovative, pre-assembled, on-site hypochlorite generation systems that conform to the requirements of each customer and/or installation.
- The appointing of experienced staff devoted to continuous quality improvement through further product development.

### **SECTION 3**

#### **PROJECT STAFFING AND AVAILABILITY**

We have found through many years of experience that the best means to successfully manage projects such as this is to have a senior project manager who is supported by other project managers and technical resources. The senior project manager for this project would be Brent Simmons. Brent has over 30 years designing and managing OSHG projects. Brent will be supported by Terry Castelli who currently is our Program Manager for design-build projects. Terry has over 15 years' experience in the water industry. Zack Williams and Billie Fritz will also be supporting Brent. Zack is Director of Applications Engineering and Projects for PSI and Billie is Engineering Manager for PSI. Zack and Billie have been with PSI since 2015 and have experience in the water industry, and in project management and field service engineering specifically.



Field Service personnel and experience:

Name	Years in Industry	State Location
Chris Currier (Service Manager)	8+	VT
Allen Farley	5+	TX
John Pardue	15+	TN
Jeff Child	10+	VA
Andrew McNary	3+	CA
Edgar Jimenez	3+	CA
Gunnar Thordarson	25+	CA
Brent Simmons	25+	CA
<b>Internal Tech Support</b>		
Monica Clark	20+	NJ
David Fischer	5+	CA
Vanessa Tostado	10+	CA



## **SECTION 4**

### **PROPOSED SOLUTION AND SUPPORTING DOCUMENTS Microclor® On-Site Hypochlorite Generation System**

#### Brief Overview

- A. Scope of Work by PSI Water Technologies, Inc.
- B. Scope of Work by Others
- C. Clarifications/Exceptions
- D. Safety and Hydrogen Mitigation
- E. Redundancy and Efficiency
- F. Maintenance and Service
- G. Replacement Parts and Time of Replacement
- H. Support Assistance
- I. Terms of Payment
- J. Warranty

PSI Water Technologies, Inc. intends to furnish and deliver to Palmdale Water District a fully functioning On-Site Generation System (OSHG) which fulfills all the operational and material requirements listed in the Request for Proposal document. The OSHG is a skid-mounted system which consists of electrolytic cells, a rectifier, brine pump, piping, valves, instrumentation, and controls. The generator skid will be pre-assembled, piped, wired, and factory-tested to facilitate simple installation and start-up at the jobsite. Ancillary equipment necessary to make a complete and functional system includes a hydrogen dilution blower, water softener, water and brine filters, brine tank, hypochlorite storage tank, and metering pump.

To integrate the OSHG at existing Palmdale Water District sites, PSI Water Technologies, Inc. intends to provide the following submittals, documentation, and information:

- General information and required certificates
- Project Schedule & Warranty Terms
- Process Description & Equipment Proposal Scope of Supply
- As-built Drawings
  - o Outline and Utility Drawing
  - o Process and Instrumentation Diagram
  - o Instrumentation and Control Outline
  - o Electrical Panel Drawings
- Operations and Maintenance Manual
- Installation Guidelines & Start-up Manual
- Chemical Safety, Delivery and Storage Guidelines

Should there be any additional needs of the City of Palmdale that are not addressed by the items above, PSI would be more than willing to accommodate any new or remaining requirements. PSI Water Technologies, Inc. intends to complete the work in accordance with the following timetable:

DELIVERABLE	TIME PERIOD
<b>Submittals</b>	6-8 weeks after fully executed order
<b>Equipment Delivery (System)</b>	10-12 weeks after approval of submittal
<b>Tank Delivery</b>	16-18 weeks after approval of submittal
<b>Start-up / Operator Training</b>	2 weeks after equipment installation

## A. SCOPE OF WORK BY PSI WATER TECHNOLOGIES, INC.

The following equipment and services are included in our scope of work. All equipment will be manufactured in accordance with the descriptions below.

<b><u>No</u></b>	<b><u>Item Description</u></b>	<b><u>Qty.</u></b>
1.	<b>Microclor® MC-1600 On-Site Hypochlorite Generation System Skid-Mounted, Pre-Assembled, Piped, Wired, and Factory-Tested,</b> including: <ul style="list-style-type: none"> <li>▪ 160 ppd Electrolytic Cell (Qty. 10)</li> <li>▪ Stainless Steel Brine Gear Pump</li> <li>▪ Water and Brine Rotameters</li> <li>▪ Magnetic Flow Meter</li> <li>▪ Optical Level Switch (Qty. 5)</li> <li>▪ Temperature Switch (Qty. 4)</li> <li>▪ Temperature Sensor</li> <li>▪ Water Solenoid Valve</li> <li>▪ 304 Stainless Steel, Electropolished Open Frame Equipment Skid</li> <li>▪ Spare 160 PPD Cell to Allow for Minimum 1,350 PPD Generation Capacity with 1 Cell Out of Service</li> </ul>	1
2.	<b>Transformer Rectifier,</b> including: <ul style="list-style-type: none"> <li>▪ NEMA 3R Enclosure – 304 Stainless Steel Construction</li> <li>▪ 192 kVA Step-Down Transformer – 300 VDC @ 600 ADC</li> <li>▪ DC Bridge Rectifier with Diode Assemblies and Aluminum Heat Sink with Cooling Fan</li> <li>▪ DC Current Transducer</li> <li>▪ Panel-Mounted Disconnect Switch</li> </ul>	1
3.	<b>Skid-Mounted Electrical Control Panel,</b> including: <ul style="list-style-type: none"> <li>▪ 36"x30"x12" NEMA 4X Enclosure – 304 Stainless Steel Construction</li> <li>▪ Allen-Bradley <b>MicroLogix 1400</b> Programmable Logic Controller with Ethernet Communication</li> <li>▪ 12.1" Color Touchscreen HMI</li> <li>▪ 24 VDC Power Supply</li> <li>▪ Emergency Stop Pushbutton</li> <li>▪ Panel-Mounted Disconnect Switch</li> <li>▪ Current Sensor</li> </ul>	1
4.	<b>Hydrogen Dilution Blower for Generator,</b> including: <ul style="list-style-type: none"> <li>▪ Volumetric Flow Rate: 1624 cfm</li> <li>▪ TEFC Motor</li> <li>▪ Air Flow Sensor Assembly</li> </ul>	1
5.	<b>Cartridge Filters</b>	3





<b><u>No</u></b>	<b><u>Item Description</u></b>	<b><u>Qty.</u></b>
6.	<b>Hydrogen Detector</b> <ul style="list-style-type: none"><li>▪ Conspec CN06</li></ul>	1
7.	<b>Water Chiller</b> <ul style="list-style-type: none"><li>▪ 199200 BTUH Capacity</li><li>▪ Temperature Gauge</li></ul>	1
8.	<b>Spare Parts</b> , consisting of: <ul style="list-style-type: none"><li>▪ Cell Temperature Switch (Qty. 1)</li><li>▪ Cell Temperature Sensor (Qty.1)</li><li>▪ Cell Level Switch (Qty. 1)</li><li>▪ Air Flow Switch (Qty. 1)</li><li>▪ Brine Pump (Qty.1)</li><li>▪ Solenoid Valve (Qty. 2)</li></ul>	
9.	<b>Manufacturer's Field Services (5 Days at the Jobsite)</b> , including: <ul style="list-style-type: none"><li>▪ Installation Inspection</li><li>▪ System Start-Up</li><li>▪ Operator Training</li></ul>	Included
10.	<b>1 Year Service Maintenance</b>	Included
11.	<b>Submittal and Operation &amp; Maintenance Manual as Follows</b> <ul style="list-style-type: none"><li>▪ Submittal: Sent Electronically</li><li>▪ O&amp;M Manual: Sent Electronically</li></ul>	Included
12.	<b>FOB Factory, Milpitas, CA with Full Freight Allowed to Jobsite, Palmdale, CA</b>	Included

## UPGRADES

<b><u>No</u></b>	<b><u>Upgrade Description</u></b>	<b><u>Qty.</u></b>
13.	<b>Upgrade Skid-Mounted Electrical Control Panel PLC to Modicon M340</b> , including: <ul style="list-style-type: none"> <li>Modicon M340 Programmable Logic Controller with Ethernet Communication</li> </ul>	1
14.	<b>Dilution Panel</b>	1
15.	<b>Acid Cart</b>	1
16.	<b>Brine Storage Tank</b> , including: <ul style="list-style-type: none"> <li>Pneumatic Fill</li> <li>FRP Construction</li> <li>36 Ton Capacity</li> <li>Stainless Steel Salt Fill Tube</li> <li>Level Control Assembly</li> <li>Pressure Transducer for Level Control</li> <li>Dust Collection Assembly</li> <li>Salt Level Indication</li> <li>Under Drain with Valve</li> <li>Top and Side Manways</li> <li>Ladder</li> <li>Heat Tracing and Insulation</li> <li>Dimensions: 10'-0"D x 15'-0"H</li> <li>FOB Factory, Milpitas, CA with Full Freight Allowed to Jobsite, Palmdale, CA</li> </ul>	1
17.	<b>Dual Tank Water Softener</b> <ul style="list-style-type: none"> <li>Kinetico Model CP 216s</li> </ul>	1

## **B. SCOPE OF WORK BY OTHERS**

1. Water softeners if not purchased as an adder.
2. Hypochlorite storage tanks and level control assembly.
3. Hypochlorite dosing assembly and dosing accessories.
4. Hypochlorite dosing controls.
5. Brine storage tank if not purchased as an adder.
6. Heat exchanger if incoming feed water to the generator is less than 55°F.
7. Water chiller if incoming feed water to the water softener is greater than 78°F.
8. Equipment unloading and installation.
9. All civil works and concrete pad for equipment.
10. Any underground or structural work.
11. Anchor bolts and seismic restraints.
12. All interconnecting piping, including between brine tank, OSHG skid, hypochlorite tank, metering pumps and accessories, and point of hypochlorite injection.
13. Water supply piping to water connection- **1-1/2" at 50-80 psi.**
14. Valves, fittings, appurtenances not specifically listed under Scope of Work by PSI Water Technologies, Inc.
15. Heat tracing and insulation of all interconnecting piping, if required.
16. Electrical power to control panel (120/208-240V/1Ph/60Hz for 30A), transformer rectifier (480V/3Ph/60Hz for 300A) and if applicable water chiller (208-40V/1Ph/60Hz for 10A).
17. All power and control/signal, electrical conduit, wiring, electrical material, etc., including terminations, between control panel, brine tank, OSHG skid, hypochlorite tank, metering pumps, SCADA, etc.
18. Room ventilation, air conditioning, or lighting.
19. Any video recording.
20. All taxes, fees, lien waivers, bonds and licenses.
21. Any permitting or regulatory approvals.
22. Any items not explicitly listed under Scope of Work by PSI Water Technologies, Inc.

## **C. CLARIFICATIONS/EXCEPTIONS**

1. Water to Generator must be Potable, 50 PSI and 55 – 78 Deg F.
2. Any/all installation and construction related to this project are outside the scope of this proposal and shall not be provided.

## **D. SAFETY AND HYDROGEN MITIGATION**

### **I. Microclor® System Safety Narrative**

The primary design concept is that under normal operating conditions, ignitable concentrations of hydrogen do not exist in the OSHG room. This is achieved by a combination of venting infrastructure and monitoring controls and overrides designed to prevent concentrations of hydrogen gas from exceeding 10,000 ppm, 25% of hydrogen's ignition point of 40,000 ppm.

The Microclor® hydrogen dilution system includes passive ventilation of electrolytic cells and active mechanical ventilation of the vent stack. Hydrogen vented to atmosphere is diluted to less than 25% of the LEL by active mechanical ventilation at the vent stack discharge resulting in a non-combustible gas mixture. Additionally, the dilution system includes redundant verification of proper blower operation through the air flow switch, motor current sensor, and failsafe detection of bypassed or failed electronics. The sequential operations logic ensures proper hydrogen dilution while hypochlorite generation is in process.

In the event of a hydrogen leak in the room, the integral hydrogen detector overrides hypochlorite generation causing an instantaneous shut down. If hydrogen concentration in the OSHG room is detected at 25% of the LEL, generation is halted. No further hydrogen is generated therefor eliminating the possibility of ignitable concentrations being present.

Further mitigating measures can be taken via the application of intrinsic safety barriers integral to the control design. Barriers and associated wiring are physically isolated from unprotected conductors and electrical equipment. Intrinsic barriers provide an additional layer of protection from ignition events and can be easily implemented on all Microclor® sodium hypochlorite generators.

Several mitigating measures are taken to prevent hydrogen ignition.

### **II. Safety of the Electrolytic Cell**

- Flooded open cell structure with no divided compartments.
- Recirculating cell loops with minimum 6" flooded headspace.
- 5 redundant cell electrolyte level sensors with no intrusive or scale sensitive devices
- 5 redundant temperature sensors.
- Electrolyte flow monitoring.
- Passive hydrogen release to atmosphere from each cell loop.
- No valves, orifice plates or potential plugging issues.
- High and low amperage alarm points showing potential process or cell faults.
- No hydrogen passes from one cell to the next.
- Flooded open cell precludes chlorine gas phase and any possible spontaneous combustion with hydrogen.



### **III. Safety of the Storage Tank Headspace**

- More than 99 percent of all hydrogen is released to atmosphere via the cell vent stack prior to reaching the storage tanks.
- Active powered ventilation of the tank headspace is provided on a continuous basis with redundant safety interlocks for the blower.
- No chlorine generation is allowed until both the storage tank and the blower operation are confirmed in PLC logic via hardwired inputs.
- Additionally, sequential operations logic (SOL) is utilized to verify an orderly cascade of events, or change of state, for all sensors to preclude a failed or shorted sensor allowing generator operation.
- The SOL routinely looks to see each sensor change of state from off to on as an effect of the blower becoming operational. Example: If an air flow switch were to be positive prior to blower operation.

### **IV. Safety of the Generator Stacks**

- As described above all hydrogen vented to atmosphere is diluted to less than 25% of LEL or 1% by volume by active mechanical ventilation at the vent stack discharge resulting in a non-combustible gas mixture.
- Worst case scenario of a complete bypass/removal of all safety systems; the hydrogen waste product will simply be released passively to atmosphere via the five (5) 2" vents directly above each cell loop.
- Note: Each 2" stack discharge is located well above any structure and hydrogen density being seven percent of atmospheric air in all circumstances is immediately diluted upward and away from the facility.

### **v. Safety and Hazard Analysis**

- Explosive Hazards

- A. Hydrogen Leak in Building

- Mitigating Measures:

- a. Hydrogen sensor wired in a fail positive format.
      - b. Powered ventilation at ceiling.
      - c. Passive ventilation at ceiling.

- B. Hydrogen Ignition with Cell Structure

- Mitigating Measures:

- a. Flooded open cell structure with no divided compartments.
      - b. Recirculating cell loops with minimum 6" flooded headspace.

- c. Redundant optical cell electrolyte level sensors with no intrusive or scale sensitive devices.
- d. Redundant temperature sensing.
- e. Electrolyte flow monitoring.
- f. Passive hydrogen release to atmosphere from each cell loop.
- g. No valves, orifice plates, or potential plugging issues.
- h. High and low amperage alarm points showing potential process or cell faults.
- i. No hydrogen passes from one cell to the next.
- j. Redundant floor liquid level sensing.
- k. Flooded open cell precludes chlorine gas phase and any possible spontaneous combustion with hydrogen.

#### C. Failure of Rectifier to Shut Down with Potential Boil Off and Electrode Exposure

##### Mitigating Measures:

- a. Rectifier AC power contactors are configured electrically in series with the first contactor pulling in under no load conditions.
- b. Second, the soft start contactor pulls in one second after the primary contactor at half voltage.
- c. Third, the bypass contactor pulls in picking up the full load while the soft start contactor is released.
- d. This scenario allows for redundant series interlock of the AC power with separate PLC outputs plus the primary contactor never switches an inrush load.
- e. Lastly, if the above sequence is faulted or bypassed in some manner such as an improper contactor or an auxiliary contact closure, and/or amperage is sensed during a shutdown period, a shunt trip signal is sent to the primary rectifier circuit breaker disconnecting the rectifier power and permanently removing the energy or ignition source from the electrolytic cell.

#### D. Hydrogen Ignition within Storage Tank Headspace

##### Mitigating Measures:

- a. >99% of all hydrogen is released to atmosphere via the cell vent stack prior to reaching the storage tanks.
- b. Active powered ventilation of the tank headspace is provided on a continuous basis with the following redundant interlocks for each blower:
- c. AC contactor pulled in.
- d. Motor amp draw above 80% of FLA.
- e. Air pressure switch activated.
- f. Air flow switch activated.

#### E. Cell Over-pressurization

##### Mitigating Measures:

- a. Each cell loop is directly vented to atmosphere via a 1.5"-4" PVC vent line with no valves or orifice plates installed precluding over pressurization caused by hydrogen evolution during startup against a closed valve or orifice plate.
- b. Additionally, the absence of any valves precludes damage due to incoming water pressure.

### E. REDUNDANCY AND EFFICIENCY

The MC-1600 Microclor® system recommended for this project meets or exceeds the requirement per the Request for Information submission on 8/16/2021 and response on 8/17/2021, as well as question and response posed 12/14/2021. The Microclor® On-Site Hypochlorite Generation System is skid mounted. The stainless- steel skid construction provides superior structural strength while electrolytic polishing ensures ultimate passivation, chemical compatibility, and corrosion resistance. Use of an open frame design for the skid and a simple equipment layout facilitates access to each system component from multiple sides for easy inspection and maintenance. The vertical cell design allows for the cell to easily be removed from the cell carrier piping by simply breaking two coupled connections. This makes for simple cell maintenance and/or replacement. The 1600 PPD generator will be designed and built to allow one (1) of the ten (10) electrolytic cells to be removed (replaced with a pipe spool) and still run at 90% production capacity or 1440 ppd.

The Microclor® system was designed using commonly available parts that are available from third parties, i.e. Ryan Herco, Granger, McMaster Carr, etc. This was a carefully considered design consideration. No parts other than the Electrolytic cell are proprietary – every other part on the system can be sourced from a third party. This gives our customers the ability to check our prices and helps keep the price of spare parts and replacement parts low.

### F. MAINTENANCE AND SERVICE

#### Preventative Maintenance

Like all capital equipment investments, it is critical that the Microclor® On-Site Hypochlorite Generation (OSHG) System undergo routine maintenance so that unexpected shut down and potential downtime can be minimized. At a minimum, the following maintenance shall be performed and documented to ensure safe and reliable operation.

#### Daily Maintenance

- Check verify system operational parameters

### Weekly Maintenance

- Inspect Plumbing and Filters and Cells
- Test and record chlorine concentration and water hardness – recommended

### Monthly Maintenance

- Inspect brine tank for bridging or tunneling of bulk salt
- Check and clean all system inlet filters and guards
- Clean equipment surfaces

### Quarterly Maintenance

- During Cell Cleaning – as needed
  - Inspect and clean optical sensors on electrolyzer cell loops
  - Test cell level sensors
  - Check and torque all terminals and cable connections on the transformer/rectifier and electrolytic cells
- Check and clean or replace vent piping screens – as needed
- Replace water and brine filter cartridges
- Lubricate blower motor per manufacturer's instructions – as needed

### Annual Maintenance

- Inspect Plumbing and valves – rebuild valves as needed
- Inspect all level sensors and clean all deposits with a soft brush
- Clean dust and debris from transformer/rectifier ventilation fan using a vacuum or compressed air
- Inspect/tighten all electrical connections
- Inspect hypochlorite storage tank(s); drain and clean interior if necessary
- Inspect brine pump – rebuild as needed





Component	Activity	Maintenance Frequency	
		Quarterly	Annual
<b>Electrolytic Cell</b>	Inspect for calcium buildup. Clean Quarterly or as needed.	X	
<b>Brine Pump</b>	Verify operation and output via flow and speed trends. Rebuild as needed		X
<b>Air Flow Switch</b>	Inspect and clean tip.	X	
<b>Cell Level Switch</b>	During Acid Wash, drain cells and observe status change of switch. Adjust as needed.	X	
<b>Cell Temp Sensor</b>	Measure product temperature at sample port and verify reading vs HMI output. Adjust Analog input on HMI as needed	X	
<b>H2 Sensor</b>	Calibration of sensor. Test to ensure proper system shutdown.	X	
<b>Solenoid Valve</b>	Remove and inspect valve seats for wear. Clean or replace as needed.		X

## G. REPLACEMENT PARTS AND TIME OF REPLACEMENT

Replacement Parts Pricing Table								
If replacement costs are different for each capacity system, provide multiple pricing tables								
Item	Description	Qty.	Unit	Unit Cost	Total	No Bid	Expected Replacement Year	Comments
1	Electrolytic Cell	1	Each	\$ 19,353.00	\$ 19,353.00		15 Years	*Dependent on usage and maintenance
2	Brine Pump	1	Each	\$ 3,000.00	\$ 3,000.00		5 years	* Rebuild as required
3	Air Flow Switch	1	Each	\$ 650.00	\$ 650.00		5 years	
4	Cell Level Switch	1	Each	\$ 500.00	\$ 500.00		5 years	
5	Cell Temperature Switch	1	Each	\$ 95.00	\$ 95.00		7 years	
6	Solenoid Valve	1	Each	\$ 300.00	\$ 300.00		7 years	* Rebuild as required
7	Rotameter of each size used on system	1	Each	\$ 503.00	\$ 503.00		7 years	
8	Cell Flow Sensor	1	Each	\$ 959.00	\$ 959.00		10 years	
9	Aqua Check Valve	1	Each	\$ 172.00	\$ 172.00		7 years	
10	Cell Couplers	10	Each	\$ 58.00	\$ 580.00		5 years	* Estimated partial replacement required
11	Blower	1	Each	\$ 5,000.00	\$ 5,000.00		15 years	

## H. SUPPORT ASSISTANCE

We have one of our Regional Service Technicians located in Corona California, California, which is approximately 80 miles away. Service and critical stock is located at our Milpitas Facility. All service parts can be on site within 24 hours (1 business day).

In addition to our Regional Service Technician in the State of California, we have a total of nine Regional Service Technicians throughout the United States to support all our customers. We also have 24/7 Service Hotline number that our customers can call to get phone support (888) 774-4536.

## I. TERMS OF PAYMENT

- 20% Payment Invoiced on Approved Submittals
- 80% Payment Invoiced on Shipment of Equipment
- Net 30 Days
- Price Valid for 90 Days

## **J. WARRANTY**

- PSI warrants all the principal components of the system, including electrolytic cells and cell bodies, for 3 years, and all other equipment supplied for 1 year, in each case per PSI's standard warranty terms which are attached and incorporated herein. PSI's warranty on the electrolytic cells and cell bodies will continue on a prorated basis for years 4 through 7 per the same terms.
- PSI is also offering an optional extended warranty, which would cover all equipment supplied for 5 years, with the warranty on the electrolytic cells and cell bodies continuing on a prorated basis for years 6 and 7 per the extended warranty terms.

## **SECTION 5**

### **REFERENCES**

Customer	Individual	Contact Information	Services Provided
City of San Diego	Corry Boyd	Phone Number: (619) 424-0452 Email: pboyd@sandiego.gov	Provided design and build for Microclor® System. Service and Support
San Jose Water Company	Francois Rodigari	Phone Number: (408) 279-7900 Email: francois.rodigari@sjwater.com	Provided design and build for Monoclor® RCS and Microclor® systems
LADWP	Arek Karrian	Phone Number: 213-367-3917 Email: arek.karrian@ladwp.com	Provided design and Build for Monoclor® RCS and Microclor ® systems



## **SECTION 6**

### **TERMS AND CONDITIONS**

#### **Microclor® On-Site Hypochlorite Generation System**

**1. Applicable Terms.** PSI Water Technologies, Inc. ("Seller") will sell, and the buyer ("Buyer") will purchase, the products and/or services referred to in Seller's proposal or quotation (collectively, the "Products"), subject to these terms and conditions, including the Warranty Attachment hereto (the "Warranty Attachment", and such Warranty Attachment, together with these Terms and Conditions, being referred to herein as the "Terms"). The front page of Buyer's purchase order (disregarding any reference to terms and conditions and any provisions that conflict with the Terms), if any, together with the description of the Products in Seller's proposal or quotation and the Terms, constitute the complete and exclusive agreement between the parties related to the purchase and sale of the Products (the "Agreement"). All prior communications, documents, negotiations and representations, if any, are merged herein. Whether the Terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to the Terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All orders are subject to prior credit approval by Seller.

**2. Pricing.** The prices shall be as stated in Seller's proposal or order acknowledgment.

**3. Payment.** Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars. Unless provided otherwise in Seller's proposal, 20% of the purchase price will be invoiced on approved submittals, and 80% will be invoiced on shipment. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller will become immediately due and payable without notice or demand. Buyer will pay 1½% interest per month, compounded monthly, on all amounts not received by the due date. Buyer hereby grants Seller a purchase money security interest in the Products until such time as Seller is fully paid. Buyer will assist Seller in taking action to perfect and protect Seller's security interest. Seller may make partial shipments, in which case, Buyer shall pay for each shipment in accordance with the terms hereof.

**4. Taxes, Shipping, Packing** Except to the extent expressly stated otherwise in Seller's proposal, prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges, and Buyer shall pay such amounts or reimburse Seller for any such amounts Seller pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs, and penalties arising out of same. Prices include the costs of Seller's standard domestic packing only. Any deviation from standard packing (domestic or export) shall result in extra charges. Any and all increases, changes, adjustments, or surcharges (including fuel surcharges) which may arise in connection with the freight charges, rates or classification included as part of the Agreement, shall be for the Buyer's account.

**5. Delivery.** Products shall be delivered F.O.B. Seller's point of shipment. All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information from Buyer, including submittal approvals, if applicable, and all required commercial documentation. Seller will make a good faith effort to complete delivery of the Products on the date and to the location specified in writing by Buyer, but Seller assumes no liability for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or representatives, storage and all other additional costs and risks will be borne solely by Buyer. Any claims for Products damaged or lost in transit ("Transit Losses") must be made by Buyer to the carrier and reported to Seller within one business day following delivery to Buyer.

**6. Inspection and Acceptance.** Buyer will have seven days from the date Buyer receives any Products to inspect such Products for defects and nonconformance which are not due to Transit Losses, and to notify Seller, in writing, of

any defects, nonconformance or rejection of such Products. After such seven-day period, Buyer will be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer will have no right to reject or revoke acceptance of the Products for any reason; provided that Buyer retains all rights in respect of the warranties in, or referred to in, Section 9 below.

**7. Returns and Cancellation.** Buyer may not return custom engineered Products. Buyer may return other Products only with Seller's prior written approval, which may be withheld in Seller's sole discretion. Any authorized return will be subject to payment of a restocking charge and will be allowed only if the subject Product: (i) is in new condition, suitable for resale, and (ii) has not been used, installed, modified, altered or damaged. The restocking charge for authorized returns will be no less than (x) 25% of the purchase price, net of any freight charges included in the purchase price, plus (y) 100% of freight costs incurred by Seller. Buyer is responsible for the payment or reimbursement of return freight charges. Returns will be shipped F.O.B. Seller's location. Seller may, but will not be obligated to, treat any cancellation of an accepted order as an authorized return.

**8. Force Majeure.** Seller will have no liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government, epidemic or other public health crisis, or any other cause beyond Seller's reasonable control.

**9. Warranty.** Seller warrants the principal components of the Microclor® system identified in the Warranty Attachment as set forth in such Warranty Attachment. Seller warrants that all other Products will be free from defects in material and workmanship for 12 months from initial operation or 18 months from shipment, whichever is earlier (the "Warranty Period"). Seller's warranties are conditioned on (i) the Product being stored, installed, started-up, operated and maintained in accordance with Seller's instructions; (ii) no repairs, modifications or alterations being made to the Product other than by Seller or its authorized representatives; (iii) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (iv) Seller's verification of the claimed breach of warranty; and (v) at Seller's discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Seller, at Buyer's expense, or Buyer granting Seller access to the Product at all reasonable times and locations to assess the warranty claims. Seller's warranties do not apply to software and do not cover ordinary wear and tear.

If the claimed breach of warranty is verified by Seller, then, as the sole and exclusive remedy of Buyer or the initial end-user of the Product, Seller will, at Seller's sole option (a) repair the applicable Product or component free of charge, or (b) replace the applicable Product or component free of charge F.O.B. Buyer's facility. The warranty on repaired or replaced Products or component parts is limited to the remainder of the original Warranty Period. Buyer shall be responsible for (x) any labor required to gain access to the Product or component or so that Seller can assess the available remedies; and (y) all costs of installation of repaired or replacement Products or components.

THE WARRANTIES SET FORTH IN THIS SECTION 9 AND IN THE WARRANTY ATTACHMENT ARE INTENDED TO BE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE PRODUCTS AND SELLER'S WARRANTIES ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. NOTWITHSTANDING THE FOREGOING, IF IT IS ALLEGED OR DETERMINED THAT SELLER HAS MADE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BY COURSE OF DEALING OR USAGE OF TRADE, SUCH OTHER WARRANTIES SHALL BE SUBJECT TO ALL THE CONDITIONS, LIMITATIONS AND PROCEDURES SET FORTH IN THIS SECTION 9, THE WARRANTY ATTACHMENT, AND SECTION 10 BELOW.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCTS WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE



INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES, AND BUYER ACKNOWLEDGES THAT IT IS KNOWINGLY LIMITING THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO BUYER. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

**11. Remedies of Seller.** Any of the following will constitute an event of default which will enable Seller, at its option and without liability to Buyer, to cancel any unexecuted portion of the order that is the subject of this Agreement and to exercise any other right or remedy expressed herein or otherwise available at law or in equity: (i) the failure of Buyer to make any payment required hereunder when due ("Payment Default") or to perform any other term or condition contained herein; (ii) the insolvency of Buyer or its failure to pay its debts as they mature, an assignment by Buyer for the benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this Agreement, or the filing of any petition to adjudicate Buyer bankrupt; (iii) a failure by Buyer to provide adequate assurance of performance within ten days after a justified demand by Seller; or (iv) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. Seller's obligations under Section 9 hereof and the Warranty Attachment will be suspended during the pendency of any Payment Default. No such suspension will extend Seller's obligations under Section 9 or the Warranty Attachment beyond the period provided therein. Seller's election of any remedy in the event of a default by Buyer will not preclude Seller from exercising any other remedy available to Seller hereunder or at law or in equity for the same or any other default. In the event it becomes necessary to incur any expense for collection of any overdue account, Seller's collection charges, including attorneys' fees and expenses, will be added to the balance due and Buyer will pay all such charges together with interest thereon from the date incurred in accordance with Section 3.

**12. Equal Employment Opportunity.** Seller is an equal opportunity employer. The parties shall, as applicable, abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A) (relating to the notice of employee rights under federal labor laws), and these laws are incorporated herein by reference.

**13. Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Products provided under the Agreement, including any export license requirements. Buyer agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**14. Miscellaneous.** No part of this Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. As used in this Agreement, "including" and its variants mean "including without limitation" and its variants. No course of dealing or performance, usage of trade, or failure to enforce any term will be used to modify the Agreement. Buyer acknowledges that it has not relied upon any letters of intent, agreements, promises, negotiations, statements or representations other than those expressly set forth in this Agreement and that no such extraneous document or other communication shall be of any force or effect. Buyer agrees and warrants that in entering into this Agreement, Buyer is relying solely upon the information contained in this Agreement and not in reliance upon any other information. If any of the Terms is unenforceable, such Term will be limited only to the extent necessary to make it enforceable, and all other Terms will remain in full force and effect. Buyer may not assign this Agreement without Seller's prior written consent. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any bond issued by Seller in connection with the sale of the Products shall remain in effect for a maximum of two (2) years after acceptance of the Products, and the only warranty, guaranty or Product performance obligations covered thereby shall be those at Section 9 above and in the Warranty Attachment. All Product performance obligations of Seller are contingent on the design criteria and the condition of the influent and the raw materials being as specified by Seller and will be considered satisfied and



discharged upon successful completion of the initial Product performance testing. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY.





**WARRANTY ATTACHMENT  
FOR  
MICROCLOR® ON-SITE HYPOCHLORITE SYSTEM COMPONENTS**

**I. Incorporation and Definitions.** This Warranty Attachment is incorporated into, and made a part of, the PSI Water Technologies, Inc. Terms and Conditions (the “Terms and Conditions”). All capitalized terms used in this Warranty Attachment have the meanings assigned to them in the Terms and Conditions. This Warranty Attachment sets forth Seller’s warranty with respect to the following principal components of the Microclor® onsite sodium hypochlorite system supplied by Seller (the “System”): electrolytic cells (including electrolytic cell bodies, the “Electrolytic Cells”), brine pump, rectifier, rotometers installed on the generator skid, Microclor control panel, and the master panel for the Microclor skids (the “Principal Components”). All other components of or accessories to the System are covered by the warranty set forth in Section 9 of the Terms and Conditions.

**II. Warranty Statement.**

A. *Basic Warranty.* Seller warrants for a period of 36 months from the date of start-up of the System incorporating the Principal Components, or 42 months from the date of shipment of the Principal Components, whichever is earlier (the “Basic Warranty Period”), that the Principal Components will be free from defects in material and workmanship (the “Basic Warranty”).

If the claimed breach of warranty is verified by Seller, then, as the sole and exclusive remedy of the Buyer or the end-user of the System (the “Customer”) for breach of the Basic Warranty, Seller will, at Seller’s sole option (i) repair the defective Principal Component free of charge, or (ii) replace the applicable Principal Component free of charge F.O.B. Customer’s facility. Repaired or replacement Principal Components are warranted in accordance with the terms of this warranty for the remainder of the Basic Warranty Period.

B. *Pro-Rated Warranty for Electrolytic Cells.* In addition to the Basic Warranty set forth above, Seller warrants for a period of 48 months commencing at the end of the Basic Warranty Period (the “Pro-Rated Warranty Period”), that the Electrolytic Cells (including Electrolytic Cells repaired or replaced during the Basic Warranty Period) will be free from defects in material and workmanship (the “Pro-Rated Warranty”). If the claimed breach of warranty is verified by Seller, then, as Customer’s sole and exclusive remedy for the breach of the Pro-Rated Warranty, Seller will, at Customer’s option and subject to Customer’s payment of the prorated Cell Replacement Price (as defined below), either (i) repair the defective Electrolytic Cell (a “Refurbished Cell”) and return the Refurbished Cell to Customer F.O.B. Customer’s facility, or (ii) replace the defective Electrolytic Cell with a new, unused Electrolytic Cell (a “Replacement Cell”) F.O.B. Customer’s facility. Cell Replacement Price means (i) for a Refurbished Cell, the amount quoted in writing by Seller for the repair following Seller’s inspection of the defective Electrolytic Cell, and (ii) for a Replacement Cell, the Seller’s list price for a new, unused Electrolytic Cell at the time of replacement. The prorated portion of the Cell Replacement Price to be paid by Customer with respect to defects reported during the Pro-Rated Warranty Period shall be calculated as follows:

$$\frac{[\text{Number of full months (but not to exceed 84) elapsed since the commencement of the Basic Warranty Period} \div 84] \times \text{Cell Replacement Price}}$$

Seller warrants each Refurbished Cell in accordance with Seller’s Microclor® Refurbished Cell Warranty, a copy of which will be furnished upon request.

Seller warrants each Replacement Cell in accordance with Seller’s Microclor® Replacement Cell Warranty, a copy of which will be furnished upon request.

C. *Warranty Conditions.* The warranties in this Part II are subject to the provisions, and to compliance with the warranty claim procedure, set forth below.

**III. Conditions and Limitations of Seller’s Warranties.**

A. Seller's warranties:

- (i) apply only when the Principal Components are handled, stored, and tested in accordance with Seller's written guidelines; and
- (ii) are conditioned upon Seller's verification of the claimed breach of warranty.

B. Seller is not responsible for any costs incurred in connection with the removal or reinstallation of Principal Components or for costs incurred by Customer to enable Seller to gain access to the Principal Components to be repaired or replaced.

C. Seller reserves the right to test the allegedly defective Principal Component on the premises of Customer or to request the Customer to perform such inspections or tests and forward the results thereof to Seller.

D. Seller's warranties shall be null and void if Customer fails or refuses to fully disclose to Seller the conditions of the influent to, or use and operating parameters of, the System.

**IV. Exclusions from Seller's Warranties.** Seller's warranties do not cover and Seller will not be liable for:

A. Any defect or failure caused by faulty installation (if installation is not performed by Seller), misapplication, misuse, failure to start-up, maintain or operate the System or the Principal Components in accordance with the Seller's instructions or guidelines, accident, or tampering.

B. Accidental and/or external caused damages and damages caused by improper use, including but not limited to damage caused by operation and/or exposure of the System or Principal Components to conditions outside of the instructions and conditions listed in the O&M Manual, Seller's product datasheets, or in the project specifications.

C. Expendable parts and components other than Electrolytic Cells (e.g., spacers, gaskets, mechanical fasteners).

D. Any defects or faults caused by, or resulting from, inaccurate or incomplete operating process information / process operating parameters, or work performed by Customer or its employees or agents.

E. Any damage due to continued operation after discovery of an alleged defect.

F. Any damage or operational deficiency caused by the existence or occurrence of any of the following conditions:

- (i) Failure of the raw water supply to the water softener to be potable.
- (ii) Exposure of the System or the Principal Components to ambient air temperatures outside the range of 35°F - 90°F.
- (iii) Exposure of the System or the Principal Components to the elements or other harmful site-related environmental conditions, including without limitation rain, direct sunlight, coastal atmospheric conditions, and corrosive chemicals or agents.
- (iv) Use of salt that does not meet Seller's specifications.
- (v) Unauthorized repairs, modifications, or alterations to the System or Principal Components or to the PLC program.

**V. Warranty Claim Procedure.** Before returning any Principal Component to Seller for warranty examination, whether under the Basic Warranty or the Extended Warranty, Seller must be contacted to obtain return authorization. Any Principal Component shipped to Seller's facility without return documentation will be returned to shipper unopened, freight collect. The following procedure shall be followed to determine warranty protection:



- A. Customer shall send a written notice to Seller within a reasonable period following discovery of the alleged defect and in any case within 30 days following the end of the applicable warranty period or else the claim is waived.
- B. Customer shall submit all relevant operating data requested by the Seller within a reasonable period of time following Seller's request.
- C. The Seller will be provided a reasonable time to review the data and make initial recommendations in writing for further evaluation of the claim.
- D. Customer will make all reasonable efforts to execute and implement the Seller's recommendations and collect, record, and submit all relevant data resulting from these recommendations.
- E. In the event Seller's initial recommendations do not address and solve the warranty issues, Customer will grant Seller access to the System and the Principal Components and a reasonable period of time to perform inspection, testing and evaluation of System and Principal Component conditions and performance or Customer will perform such inspections or tests as Seller shall request and forward the results thereof to Seller.
- F. In the event Seller's recommendations solve the warranty issues, the warranty claim will be deemed resolved and withdrawn.
- G. If Customer fails to follow Seller's recommendations, the warranty claim will be deemed resolved and withdrawn.
- H. Upon Seller's request, any allegedly defective Principal Component shall be returned to Seller at Customer's expense, as applicable. Reasonable, documented return freight cost will be reimbursed by Seller if a covered warranty defect is confirmed.

**VI. Customer's Responsibilities.** Customer shall ensure that operation, maintenance and performance data for the System and Principal Components are routinely recorded in a systematic format. Such information shall be made available to Seller in the event a claim is made against Seller pursuant to the foregoing warranties. Failure to maintain or supply such information shall invalidate the Basic and Extended Warranties.

**VII. Payment for Non-Warranty Services and Products.** If the Principal Component failure is determined to be from a cause other than breach of warranty or is not covered by Seller's warranties for any of the reasons set forth above or otherwise, Customer shall pay to Seller a fee of \$1,500 per day plus direct travel expenses incurred by Seller's employees in connection with any inspection, testing or repair of such Principal Component on Customer's premises. Principal Components shipped to Seller for warranty examination must be shipped freight prepaid, such freight to be reimbursed as provided in Part V.H. above. Principal Components examined as part of a warranty claim which are found not to be defective will be returned to Customer freight collect.

**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:** February 7, 2022 **February 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Angelica Barragan-Garcia, Human Resources Director  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION  
ON ADOPTION OF PALMDALE WATER DISTRICT COVID-19  
PREVENTION PROGRAM UPDATE. (NO BUDGET IMPACT – HUMAN  
RESOURCES DIRECTOR BARRAGAN-GARCIA/PERSONNEL  
COMMITTEE)***

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**Recommendation:**

Staff and the Personnel Committee recommend adoption of the District’s COVID-19 Prevention Program update.

**Background:**

Cal OSHA and L.A. County have come out with new requirements for organizations to include in their COVID-19 Prevention Program. The District approved a COVID-19 Plan soon after the virus began to affect the United States and has been updating this Plan based on CDC, California Public Health, and Los Angeles County Public Health updates. The attached COVID-19 Prevention Program includes those updates along with the new recommendations from Cal OSHA as part of the updated Emergency Temporary Standard.

**Impact of Taking No Action:**

Our current COVID-19 Plan does not have the latest Cal OSHA updates, so it would not be compliant with the new guidelines.

**Strategic Plan Initiative/Mission Statement:**

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

**Budget:**

There is no effect on budget.

**Supporting Documents:**

- COVID-19 Prevention Plan dated January 26, 2022





**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

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# COVID-19 PREVENTION PROGRAM ETS (CPP)

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Emergency Temporary Standard

This CPP is designed to control employees' exposures to the SARS-CoV-2 virus (severe acute respiratory syndrome coronavirus 2) that causes COVID-19 (Coronavirus Disease 2019) that may occur in our workplace.

JANUARY 26, 2022  
2029 East Avenue Q, Palmdale, CA 93550

## References

With some exceptions, all employers and places of employment are required to establish and implement an effective written COVID-19 Prevention Program (CPP) pursuant to the Emergency Temporary Standards in place for COVID-19, California Code of Regulations (CCR), Title 8, section [3205\(c\)](#).

All of the elements that may be required in the following CCR, Title 8 sections:

- [3205, COVID-19 Prevention](#)
  - [3205.1, Multiple COVID-19 Infection and COVID-19 Outbreaks](#)
  - [3205.2, Major COVID-19 Outbreaks](#)
  - [3205.3, Prevention in Employer-Provided Housing](#)
  - [3205.4, COVID-19 Prevention in Employer-Provided Transportation](#)
  - The four [Additional Considerations](#) provided at the end of this program to see if they are applicable to your workplace.
- Additional guidance and resources are available at [www.dir.ca.gov/dosh/coronavirus/](http://www.dir.ca.gov/dosh/coronavirus/)



January 2022

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# COVID-19 Prevention Program (CPP)

## Reporting, Recordkeeping, and Access

It is our policy to:

- Report information about COVID-19 cases and outbreaks at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases.

The District will adhere to all CDC, LA county, CDPH, OSHA, and any other relevant guidelines. This plan will be updated as guidelines change and/or get updated. The most relevant guidelines will be followed.

## Authority and Responsibility

Safety and Training Technician has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

## Basics of Covid-19

**People with COVID-19** have had a wide range of symptoms reported ranging from mild symptoms to severe illness. Symptoms may appear **2 – 14 days after exposure to the virus**. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19.

For testing locations visit [Testing - Coronavirus COVID-19 Response \(ca.gov\)](https://covid19.ca.gov/get-tested/) at <https://covid19.ca.gov/get-tested/>

Getting vaccinated against COVID-19 can lower your risk of getting and spreading the virus that causes COVID-19. Vaccines can also help prevent serious illness and death.

Visit : [LAC | DPH | COVID-19 Vaccination - How to get vaccinated \(lacounty.gov\)](http://publichealth.lacounty.gov/acd/ncorona2019/vaccine/hcwsignup/) for vaccination locations at <http://publichealth.lacounty.gov/acd/ncorona2019/vaccine/hcwsignup/>



Fully Vaccinated includes boosters if eligible per CDC guidelines at the time of exposure.

## Identification and Evaluation of COVID-19 Hazards

We implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.  
Document the vaccination status of our employees by using **Appendix E: Documentation of Employee COVID-19 Vaccination Status**, which is maintained as a confidential medical record. The district will utilize attestation form to confirm vaccination status.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Develop COVID-19 policies and procedures to respond effectively and immediately to individuals at the workplace who are a COVID-19 case to prevent or reduce the risk of transmission in the workplace. All employees that are COVID-19 positive are to notify the Safety and Training Technician or Human Resource Director as soon as the employee is aware of their positive results or exposure to COVID-19.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/ OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections** form as needed to identify and evaluate unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.
- Employees are encouraged to bring COVID-19 workplace concerns to the attention of a Supervisor, Manager, Safety and Training Technician or Human Resources Director.

### Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards.

### Employee screening

We screen our employees and respond to those with COVID-19 symptoms by: Employees self-screen according to CDPH guidelines. When indoors face covering are to be worn other than the exceptions listed under the section titled "Control of COVID-19 Hazards" subsection "Face Coverings". All visitors including contractors must wear a face covering while inside

### Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures are documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- The Department Manager along with the Safety and Training Technician will evaluate the severity of the hazard, depending on this evaluation an appropriate time frame for correction will be allotted. Department Managers will be responsible to ensure the hazard is corrected within the time frame allotted and the Safety and Training Technician will follow up to review completion.

## Control of COVID-19 Hazards

### Face Coverings

"Face covering" means a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least 2-3 layers (i.e., fabrics that do not let light pass through when

held up to a light source) that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. Woven fabric face coverings may not be acceptable in the workplace based on local state and/or federal guidelines.

We provide clean, undamaged face coverings and ensure they are properly worn by all employees when they are indoors or in vehicles, and where required by orders from the California Department of Public Health (CDPH). Disposable face coverings are provided to all staff. Boxes of these face coverings have been placed throughout all PWD buildings including but not limited to the Main Office, NOB, Crew room and Treatment Plant. Face coverings will be kept stocked in the Warehouse and additional boxes can be obtained from the Purchasing Technicians or the Safety and Training Technician.

Employees are required to wear face coverings in our workplace. They may remove them under the following conditions:

- When an employee is alone in a room or a vehicle.
- While eating or drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible.
- When employees are required to wear respirators in accordance with our respirator program.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Such employees will wear an effective, non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition permits it. If their condition does not permit it, then the employee will be at least six feet apart from all other persons and either fully vaccinated or tested at least weekly for COVID-19.
- Specific tasks that cannot feasibly be performed with a face covering. This exception is limited to the time in which such tasks are being performed.

Any employee not wearing a required face covering will be at least six feet apart from all other persons while performing the tasks that the face covering is not feasible to be worn.

We will not prevent any employee from wearing a face covering when it is not required unless it would create a safety hazard, such as interfering with the safe operation of equipment.

Face coverings will also be provided to any employee that requests one, regardless of their vaccination status.

### **Engineering controls**

For indoor locations, using Appendix B, we identify and evaluate how to maximize, to the extent feasible, ventilation with outdoor air using the highest filtration efficiency compatible with our existing ventilation system, and whether the use of portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems, would reduce the risk of transmission by:

- All forced air filters in the building have been switch to HEPA filters.
- HEPA filters are being exchanged every 3 months.
- In areas such as the Warehouse and Mechanics Bay. A minimum of 1 bay door is to stay open while anyone is present in these areas.

### **Cleaning and disinfecting**

We implement the following cleaning and disinfection measures for frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phones, headsets, bathroom surfaces, and steering wheels:

- Antibacterial wipes and spray are provided to all employees. Extra products are kept in stock and can be obtained from the Purchasing Technicians upon request.
- Antibacterial wipes and spray are throughout the PWD buildings including but not limited to all Breakrooms, Customer service lobby, Boardroom, Main Office, NOB, Crew room, all common areas Including district's vehicles.
- Employees are encouraged to take time to clean their workstations including vehicles throughout the day including frequently touched common surfaces (telephones, computer equipment, etc.)
- Hired cleaning crew comes each evening to clean and disinfect the workplace.
- Employees are encouraged to not share office supplies such as phones, pens, staplers etc.
- Employees are to wipe down common areas they have used after each use.
- Magazines and other frequently touched materials from common areas have been removed.
- Partitions have been installed in the lobby between each customer window. Partitions have also been placed between each Customer Care desk.

**Should we have a COVID-19 case in our workplace, we will implement the following procedures:**

The District is currently using germicidal wipes for general clean up and disinfectant spray when it is necessary to disinfect offices or other commonly used areas. Employees are encouraged to wipe down surfaces and objects that they touch throughout the day. Managers, supervisors, and leads are to give the time needed to accomplish disinfecting the workplace. Disinfectant spray and/or wipes are placed all throughout PWD and are available through the Purchasing Technicians when needing to be replaced. Routine approaches for cleaning and disinfection are adequate in these areas, but areas of high traffic should be disinfected twice a day. Personnel cleaning the areas should wear gloves and a mask and should discard them when finished. Hands must be washed or sanitized at the completion of the procedure. When a person with suspected virus is identified and has left the workplace, the supervisor will assign personnel to conduct a thorough cleaning of the workplace where the sick individual was present. Included in the cleaning will be auxiliary places they conduct work, or they have been in contact with, such as counter tops, vaults, common office equipment, locker room areas, District vehicles and equipment. Special attention should be paid to telephones, computer keyboards, the mouse, desktop, steering wheels, and District radios. Doorknobs, sinks, drawer handles, light switches, etc. in the vicinity should also be disinfected. If possible, do not disturb the person's clothing or other fabrics during the cleaning process. Areas that cannot be disinfected, such as electrical equipment, employees will wear masks and gloves while working in the area, or the area will be isolated.

## **Hand sanitizing**

To implement effective hand sanitizing procedures, we:

- Hand washing facilities are available throughout the facilities.
- Wash your hands frequently with soap and water for 20 seconds or use a hand sanitizer if soap and water are not available.
- Avoid touching your nose, mouth, and eyes.
- Wash your hands or use a hand sanitizer after coughing, sneezing, or blowing your nose. Hand sanitizer is kept in stock and available through the Purchasing Technicians. Wash hands for a minimum of 20 seconds.
- Dispose of tissues in no-touch trash receptacles.
- Cover your coughs and sneezes with a tissue, or cough and sneeze into your elbow or upper sleeve (avoid sneezing or coughing into the hands).
- Avoid shaking hands, the high-five, and the knuckle bump as these can still spread germs. If you do have physical contact with others, always wash your hands immediately afterward.
- Hand Sanitizer has been provided to all employees and is also in common work areas.

- Front desk, engineering services and finance personnel have been instructed to use hand sanitizer after handling mail and after each customer transaction.
- Additional hand sanitizer, disinfecting wipes, and tissues have been placed in commonly used areas.
- If wearing gloves, wash your hands after removing them.

### **Personal protective equipment (PPE) used to control employees' exposure to COVID-19**

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by section 3380, and provide and ensure use of such PPE as needed.

Upon request, we provide respirators for voluntary use to all employees and who are working indoors or in vehicles with more than one person. N-95 masks are kept in stock in our Warehouse. If an N95 is needed it can be picked up from the Purchasing Technicians or the Safety and training Technician. We provide and ensure use of respirators in compliance with section 5144 when deemed necessary by Cal/OSHA.

### **Testing of symptomatic employees**

We make COVID-19 testing available at no cost to all employees who had close contact in the workplace and have COVID-19 symptoms, during employees' paid time.

## **Investigating and Responding to COVID-19 Cases**

We have developed effective procedures to investigate COVID-19 cases that include seeking information from our employees regarding COVID-19 cases, close contacts, test results, and onset of symptoms. This is accomplished by using the **Appendix C: Investigating COVID-19 Cases** form.

### **We also ensure the following is implemented:**

Based on information provided by the COVID-19 positive employee, necessary contact tracing will be performed. Employees and/or contractors that are listed as "close contact" (Close contact is define as closer than 6ft for longer than 15mins within a 24hr period) will be contact and advised of exposure.

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

- Employees that are experiencing COVID-19 symptoms should report these symptoms to the Safety and Training Technician or Human Resources. If the employee notifies the Manager or Supervisor of COVID-19 symptoms it is the Supervisor and/or Manager's responsibility to notify the Safety an Training Technician or the Human Resource Director.
- That employees can report symptoms, possible close contacts, and hazards without fear of reprisal.
- How employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations by speaking with the HR Director.
- We make COVID-19 testing available at no cost to all employees during working hours when testing is require

### **Exclusion of COVID-19 Cases and Employees who had a Close Contact**

Where we have a COVID-19 case or close contact in our workplace, we limit transmission by:

- Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.
- Excluding employees that had a close contact from the workplace until our return-to-work criteria have been met, with the following exceptions:
  - Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms, provided they wear a face covering inside and outside and maintain six feet of physical distance from others in the workplace for 10 days following the last date of close contact.



- COVID-19 cases who returned to work per our return-to-work criteria and have remained free of COVID-19 symptoms do not need to be excluded from the workplace for 90 days after the initial onset of COVID-19 symptoms, provided they wear a face covering and maintain six feet of distance from others in the workplace for 10 days following the last date of close contact.
- COVID-19 cases who returned to work per our return-to-work criteria who never developed COVID-19 symptoms do not need to be excluded from the workplace for 90 days after the first positive test, provided they wear a face covering and maintain six feet of distance from others in the workplace for 14 days following the last date of close contact.
- If we do not exclude an employee who had a close contact as permitted by the above three exceptions, we will provide the employee with information about any applicable precautions recommended by CDPH for individuals with close contact.
- For employees excluded from work, continuing, and maintaining employees' earnings, wages, seniority, and all other employees' rights and benefits. This will be accomplished by using employee accrued sick leave, and/or any state/federal mandated pay option. If the confirmed exposure or case is considered work related the employee may be entitled to other COVID-19 related benefits under Federal, state or local laws including Workers Compensation.
- Providing employees at the time of exclusion with information on available benefits.

## Return-to-Work Criteria

Maintaining adequate staffing levels during a pandemic is accomplished in part by reducing the spread of disease in the workplace. The primary method recommended to achieve this objective is for ill employees to stay home. The reasons for employees reporting to work when they do not feel well are varied. Some employees feel they will be penalized if they do not report to work; others attempt to save their sick time; and some have low sick leave balances. This section will address these issues and provide guidance in managing the human infrastructure as recommended by the CDC, WHO, and the District's policy. Employees are asked to act responsibly, not only for themselves, but for others in the workplace. Employees shall be informed of the following:

### Protocols for Employees who are exposed and are NOT up to date on Covid-19 vaccinations:

The date of your exposure is considered day 0. Day 1 is the first full day after your last contact with a person who has had COVID-19. Stay home and away from other people for at least 5 days.

If you've tested positive for COVID-19 regardless of vaccination status:

- **COVID-19 cases with symptoms** will not return to work until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 °F. or higher has resolved without the use of fever-reducing medications, and
  - COVID-19 symptoms have improved, and
  - At least 5 days have passed since COVID-19 symptoms first appeared. And a second test has been taken on or after day 5 with a negative result.
- **COVID-19 cases who tested positive but never developed symptoms** will not return to work until a minimum of 5 days have passed since the date of specimen collection of their first positive COVID-19 test. An additional test will need to be taken on or after day 5 and come back negative.
- A negative COVID-19 test will not be required for an employee to return to work once the requirements for "cases with symptoms" or "cases who tested positive but never developed symptoms" (above) have been met.
- Persons who had a close contact may return to work as follows:
  - **Close contact but never developed symptoms:** after 5 days with a negative covid test taken on or after day 5 unless either of the following exceptions apply:
    - Ten days have passed since the last known close contact and the person wears a face covering and maintains six feet of physical distance from others while at the workplace for 10 days following the last date of close contact.
    - Five days have passed since the last known close contact; the person tested negative for COVID-19 using a COVID-19 test with the specimen taken at least five days after the last

known close contact; and the person wears a face covering and maintains six feet of physical distance from others while at the workplace for 10 days following the last date of close contact.

- **Close contact with symptoms:** when the “COVID-19 cases with symptoms” criteria (above) have been met.
- If an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted.

## Training and Instruction

We provide effective employee training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards, and how to participate in the identification and evaluation of COVID-19 hazards.
- Information regarding COVID-19-related benefits (including mandated sick and vaccination leave) to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
  - COVID-19 is an infectious disease that can be spread through the air.
  - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
  - An infectious person may have no symptoms.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination.
- The right of employees that are not fully vaccinated to request a respirator for voluntary use, without fear of retaliation, and our policies for providing the respirators. Employees voluntarily using respirators will be trained according to section 5144(c)(2) requirements:
  - How to properly wear them.
  - How to perform a seal check according to the manufacturer’s instructions each time a respirator is worn, and the fact that facial hair can interfere with a seal.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. Since COVID-19 is an airborne disease, N95s and more protective respirators protect the users from airborne disease, while face coverings primarily protect people around the user.
  - The conditions where face coverings must be worn at the workplace.
  - That face coverings are additionally recommended outdoors for people who are not fully vaccinated if six feet of distance cannot be maintained.
  - Employees can request face coverings and can wear them at work regardless of vaccination status and without fear of retaliation.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.
- Information on our COVID-19 policies and how to access COVID-19 testing and vaccination, and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.
- Covid-19 training is done via Vector Solutions, all information regarding the district’s Covid -19 policy and procedure are directly relayed to employees via in person meetings, emails and Employee Buzz. All policy and procedures are available to all employees and stored on the Z drive.

**Appendix D: COVID-19 Training Roster** will be used to document this training.

## Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, trainings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls

## Appendix B: COVID-19 Inspections

[This form is only intended to get you started. Review the information available at [www.dir.ca.gov/dosh/coronavirus/](http://www.dir.ca.gov/dosh/coronavirus/) for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace. You will need to modify the form accordingly.]

Date: [enter date]

Name of person conducting the inspection: [enter names]

Work location evaluated: [enter information]

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
<b>Engineering</b>			
Ventilation* (amount of fresh air and filtration maximized)			
Additional room air filtration*			
<b>[Add any additional controls your workplace is using]</b>			
<b>Administrative</b>			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<b>[Add any additional controls your workplace is using]</b>			



Exposure Controls	Status	Person Assigned to Correct	Date Corrected
[Add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
[Add any additional controls your workplace is using]			
<p>*Identify and evaluate how to maximize ventilation with outdoor air; the highest level of filtration efficiency compatible with the existing ventilation system; and whether the use of portable or mounted HEPA filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission. Review applicable orders and guidance from the State of California and local health departments related to COVID-19 hazards and prevention have been reviewed, including the CDPH Interim Guidance for Ventilation, Filtrations, and Air Quality in Indoor Environments and information specific to your industry, location, and operations. We maximize the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold.</p>			

## Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or persons with COVID-19 symptoms, and any employee required medical records will be kept confidential unless disclosure is required or permitted by law. Un-redacted information on COVID-19 cases will be provided to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH) immediately upon request, and when required by law.

**Date:** [enter date COVID-19 case – suspected/confirmed - became known to the employer]

**Name of person conducting the investigation:** [enter name]

**Name of COVID-19 case (employee or non-employee\*) and contact information:** [enter information]

**Occupation (if non-employee\*, why they were in the workplace):** [enter information]

\*If we are made aware of a non-employee COVID-19 case in our workplace

**Names of employees/representatives involved in the investigation:** [enter information]

**Date investigation was initiated:** [enter information]

**Locations where the COVID-19 case was present in the workplace during the high-risk exposure period, and activities being performed:** [enter information]

**Date and time the COVID-19 case was last present and excluded from the workplace:** [enter information]

**Date of the positive or negative test and/or diagnosis:** [enter information]

**Date the case first had one or more COVID-19 symptoms, if any:** [enter information]

**Information received regarding COVID-19 test results and onset of symptoms (attach documentation):** [enter information]

Summary determination of who may have had a close contact with the COVID-19 case during the high-risk exposure period. Attach additional information, including:

- The names of those found to be in close contact.
- Their vaccination status.
- When testing was offered, including the results and the names of those that were exempt from testing because:
  - They returned to work per our return-to-work criteria and have remained symptom free for 90 days (or a different period than 90 days if it is required by a CDPH regulation or order) or, for those that never developed symptoms, for 90 days (or a different period than 90 days if it is required by a CDPH regulation or order) after the initial positive test.
- The names of those close contacts that were excluded per our Exclusion of COVID-19 Cases and Employees who had a Close Contact requirements.
- The names of those close contacts exempt from exclusion requirements because:
  - They were fully vaccinated before the close contact and did not develop COVID-19 symptoms, and are required to wear a face covering and maintain six feet of distance from others at the workplace for 14 days following the last date of close contact.
  - They returned to work per our return-to-work criteria and have remained symptom free, and are required to wear a face covering and maintain six feet of physical distance from others at the workplace for 14 days following the last date of close contact.

- They never developed symptoms and are required to wear a face covering and maintain six feet of physical distance from others at the workplace for 14 days following the last date of close contact.

**[enter information]**

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:

1. All employees who were on the premises at the same worksite as the COVID-19 case during the high-risk exposure period
2. Their authorized representatives (If applicable, the notice required by Labor Code section 6409.6(a) (2) and (c))

<b>Names of employees that were notified:</b>	<b>Names of their authorized representatives:</b>	<b>Date</b>

Independent contractors and other employers on the premises at the same worksite as the COVID-19 case during the high-risk exposure period.

<b>Names of individuals that were notified:</b>	<b>Date</b>

What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?

**[enter information]**

What could be done to reduce exposure to COVID-19?

**[enter information]**

Was local health department notified? Date?

**[enter information]**

## Appendix D: COVID-19 Training Roster

Date: **[enter date]**

Person that conducted the training: **[enter name(s)]**

Employee Name	Signature



## Appendix E: Documentation of Employee COVID-19 Vaccination Status Template

Employee Name	Fully or Partially Vaccinated <sup>1</sup>	Method of Documentation <sup>2</sup>

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<sup>1</sup> Update, accordingly and maintain as confidential medical record. T8CCR section 3205(b)(9) definition of “fully vaccinated” will be applied.

<sup>2</sup> Acceptable options include:

- Employees provide proof of vaccination (vaccine card, image of vaccine card or health care documents showing vaccination status) and employer maintains a copy.
- Employees provide proof of vaccination. The employer maintains a record of the employees who presented proof, but not the vaccine record itself.
- Employees self-attest to vaccination status and employer maintains a record of who self-attests.

## Multiple COVID-19 Infections and COVID-19 Outbreaks

To be followed **if three or more employee** COVID-19 cases within an exposed group visited the workplace during their high-risk exposure period at any time during a 14-day period. Reference section [3205.1](#) for details.

This addendum will stay in effect until there are no new COVID-19 cases detected in the exposed group for a 14-day period.

### COVID-19 testing

We provide COVID-19 testing at no cost to all employees, during paid time, in our exposed group except for:

- Employees who were not present during the relevant 14-day period.
- COVID-19 cases who did not develop symptoms after returning to work pursuant to our return-to-work criteria, no testing is required for 90 days after the initial onset of symptoms or, for COVID-19 cases who never developed symptoms, 90 days after the first positive test.

COVID-19 testing consists of the following:

- All employees in our exposed group are immediately tested and then again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine, isolation, or exclusion period required by, or orders issued by, the local health department.
- After the first two COVID-19 tests, we continue to provide COVID-19 testing once a week of employees in the exposed group who remain at the workplace, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
- We provide additional testing when deemed necessary by Cal/OSHA.

We continue to comply with the applicable elements of our CPP, as well as the following:

1. Employees in the exposed group wear face coverings when indoors, or when outdoors and less than six feet apart (unless one of the face-covering exceptions indicated in our CPP apply).
2. We give notice to employees in the exposed group of their right to request a respirator for voluntary use if they are not fully vaccinated.
3. We evaluate whether to implement physical distancing of at least six feet between persons, or where six feet of physical distancing is not feasible, the need for use of cleanable solid partitions of sufficient size to reduce COVID-19 transmission.

### COVID-19 investigation, review, and hazard correction

We immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review is documented and includes:

- Investigation of new or unabated COVID-19 hazards including:
  - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
  - Our COVID-19 testing policies.
  - Insufficient outdoor air.
  - Insufficient air filtration.
  - Lack of physical distancing.

- Updating the review:
  - Every thirty days that the outbreak continues.
  - In response to new information or to new or previously unrecognized COVID-19 hazards.
  - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We consider:
  - Moving indoor tasks outdoors or having them performed remotely.
  - Increasing outdoor air supply when work is done indoors.
  - Improving air filtration.
  - Increasing physical distancing as much as feasible.
  - Requiring respiratory protection in compliance with section 5144.
  - Buildings or structures with mechanical ventilation

We will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units or other air cleaning systems would reduce the risk of transmission and, if so, implement their use to the degree feasible.

## Major COVID-19 Outbreaks

*To be followed should **20 or more employee** COVID-19 cases in an exposed group visit your workplace during the high-risk exposure period within a 30-day period. Reference section 3205.2 for details.*

This addendum will stay in effect until there are fewer than three COVID-19 cases detected in our exposed group for a 14-day period.

We continue to comply with the Multiple COVID-19 Infections and COVID-19 Outbreaks addendum, except that the COVID-19 testing, regardless of vaccination status, is made available to all employees in the exposed group twice a week, or more frequently if recommended by the local health department.

In addition to complying with our CPP and Multiple COVID-19 Infections and COVID-19 Outbreaks addendum, we also:

- Provide employees in the exposed group with respirators for voluntary use in compliance with section 5144(c)(2) and determine the need for a respiratory protection program or changes to an existing respiratory protection program under section 5144 to address COVID-19 hazards.
- Separate by six feet (except where we can demonstrate that six feet of separation is not feasible and there is momentary exposure while persons are in movement) any employees in the exposed group who are not wearing respirators required by us and used in compliance with section 5144. When it is not feasible to maintain a distance of at least six feet, individuals are as far apart as feasible. The District uses the following methods of physical distancing: telework or other remote work arrangements; reducing the number of persons in an area at one time, including visitors; visual cues such as signs and floor markings to indicate where employees and others should be located or their direction and path of travel; staggered arrival, departure, work, and break times; and adjusted work processes or procedures, such as reducing production speed, to allow greater distance between employees.
- Install cleanable solid partitions that effectively reduce transmission between the employee and other persons at workstations where an employee in the exposed group is assigned to work for an extended period, such as cash registers, desks, and production line stations, and where the physical distancing requirement (described above) is not always maintained.
- Evaluate whether to halt some or all operations at the workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

# COVID-19 Prevention in Employer-Provided Transportation

To be followed for **motor vehicle transportation**, which is any transportation of an employee, during the course and scope of employment, including transportation to and from different workplaces, jobsites, delivery sites, buildings, stores, facilities, and agricultural fields provided, arranged for, or secured by an **employer**, regardless of the travel distance or duration involved. Reference section 3205.4 for details.

This addendum does not apply:

- If the driver and all passengers are from the same household outside of work, such as family members, or if the driver is alone in the vehicle.
- To employer-provided transportation when necessary for emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications, and medical operations.
- To employees with occupational exposure as defined by section 5199.
- To vehicles in which all employees are fully vaccinated.
- To public transportation

## Assignment of transportation

To the extent feasible, we reduce exposure to COVID-19 hazards by assigning employees sharing vehicles to distinct groups and ensuring that each group remains separate from other such groups during transportation, during work activities, and in employer-provided housing. We prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit are transported in the same vehicle.
- Employees working in the same crew or workplace are transported in the same vehicle.
- Employees who do not share the same household, work crew or workplace are transported in the same vehicle only when no other transportation alternatives are feasible.

## Face coverings and respirators

We ensure that the:

- Face covering requirements of our CPP **Face Coverings** are followed for employees waiting for transportation, if applicable.
- All employees are provided with a face covering, which must be worn unless an exception under our CPP Face Coverings applies.
- Upon request, we provide respirators for voluntary use in compliance with subsection 5144(c)(2) to all employees in the vehicle who are not fully vaccinated.

## Screening

We develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation. Employees do their own screening and are not to come to work with any symptoms or fever within the past 24hrs. Employees have been advised to take separate vehicles to job sites. When this is not possible employees are to wear N95 masks.

## Cleaning and disinfecting

We ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned to prevent the spread of COVID-19 and are cleaned and disinfected if used by a COVID-19 case during the high-risk exposure period, when the surface will be used by another employee within 24 hours of the COVID-19 case. All vehicles have disinfectant wipes and/or spray in them. These



products area also kept in stock and can be picked up from the Purchasing Technicians. Vehicles that are shared are to be disinfected daily or prior to changing drivers.

- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned to prevent the spread of COVID-19 between different driver and are disinfected after use by a COVID-19 case during the high-risk exposure period, if the surface will be used by another employee within 24 hours of the COVID-19 case. Safety Technician will assist with process as needed.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

### **Ventilation**

We ensure that vehicle windows are kept open, and the ventilation system is set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and excessive outdoor heat would create a hazard to employees.
- The vehicle has functioning heating in use and excessive outdoor cold would create a hazard to employees.
- Protection is needed from weather conditions; such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

### **Hand hygiene**

We provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.



**ALESHIRE &  
WYNDER LLP**  
ATTORNEYS AT LAW

**MEMORANDUM**

**TO:** Palmdale Water District Board of Directors

**CC:** Dennis LaMoreaux, General Manager

**FROM:** G. Ross Trindle, III, General Counsel  
Yecenia Vargas, Assistant General Counsel

**DATE:** February 14, 2022

**RE:** Board of Directors Vacancy

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**I. INTRODUCTION**

Palmdale Water District Board Director Merino recently announced she will be resigning from the Board effective March 1, 2022 due her plans to move out of state. Should any position of the Board become vacant—voluntarily, or otherwise—a legal process exists for filing any such vacancy. Under Water Code Section 21265.5, vacancies on a board of directors of an Irrigation District are filled in accordance with Government Code Section 1780. Under Section 1780, within 60 days following the effective date of the vacancy the Board must either (i) appoint a new board member or (ii) call a special election to fill the vacancy.

The summary and deadlines discussed below assume a vacancy effective date of March 1, 2022. If the effective date changes the deadlines below would need to be adjusted accordingly.

**II. SUMMARY OF PROCEDURES AND DEADLINES**

- The District must notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. (Section 1780(b).) That date is **March 16, 2022**.
- The Board must either make an appointment or call a special election within 60 days of the effective date of the vacancy. (Section 1780(c).) That date is **April 30, 2022**.
- If the Board desires to appoint, the District must post a notice of the vacancy in three or more conspicuous places in the District at least 15 days before the Board makes the appointment. (Section 1780(d)(1).)
- The District must notify the county elections official of the appointment no later than 15 days after the appointment. (Section 1780(d)(1).)
- If the Board desires to call a special election, the election shall be held on the next established election date provided in the Elections Code that is 130 or more days after the date the Board calls the election. According to Elections Code Section 1000 the next

established election date meeting the 130-day threshold is the first Tuesday after the first Monday in November, which in this case would be November 8, 2022. The seat would remain vacant until the person elected is sworn in.

- Board Director Merino was elected to office in November 2020, and has over two years remaining in her term of office as a director. Because the vacancy will occur in the first half of Director Merino's term and at least 130 days prior to the next general district election, "the person appointed to fill the vacancy would hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified." (Section 1780(d)(3).) The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office. (*Id.*)
- The person appointed or elected must be a qualified resident of Division 1.

### **III. NO ACTION ALTERNATIVE**

If the Board does not appoint a replacement or call a special election by the 60-day deadline, then the Los Angeles County Board of Supervisors may appoint a replacement or may order the District to call an election to fill the vacancy. (Government Code § 1780(f)(1).)

### **IV. CONCLUSION**

In order to appoint a new member of the Board, the Board must notify the Los Angeles County elections official of the vacancy as indicated above, and then fill such vacancy. After appointment, the District must notify the Los Angeles County elections official. Failure to either appoint a representative or call a special election may result in the appointment or special election being made by the County Board of Supervisors.

[END OF MEMORANDUM]

February 7, 2022

TO: Mr. Dennis LaMoreaux, General Manager  
Palmdale Water District

RECEIVED  
FEB 07 2022

This is to inform you that as of February 28, 2022 I will be resigning my position as a Director for the Palmdale Water District as we will be moving out of state. Thank you.

  
\_\_\_\_\_  
Amberrose Merino

**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:** February 7, 2022 **February 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mrs. Claudia Bolanos, Resource and Analytics Supervisor  
**VIA:** Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.5 – DISCUSSION AND POSSIBLE ACTION ON THE DEVELOPMENT OF AN EDUCATIONAL DROUGHT CLASS IN-LIEU OF WATER WASTE FINES. (NO BUDGET IMPACT – DIRECTOR MERINO/RESOURCE AND ANALYTICS SUPERVISOR BOLANOS)***

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**Recommendation:**

Staff has no recommendation on the development of an Educational Drought Class in-lieu of water waste fines.

**Background:**

The City of Santa Cruz set up a Water School Program to offer their customers a one-time fee waiver for going over their allotment of 60 gallons per person per day. The Water School Program began during our last drought in 2014, and once the drought restrictions were lifted, the program was shelved.

There were two main reasons the Water School was created – the first was to teach customers the importance of conserving water and the second was to alleviate the backlog of appeals the City of Santa Cruz (the City) was experiencing. When the City gives fines, they give customers a chance to appeal. Many of their customers took advantage of the appeals process during the drought. There were appeals that lasted well past the drought, so the Water School Program was an easy way out for many.

The Water School consisted of a two-hour class that taught customers where their water came from, how to check for leaks, how to read their meters, and how much water different devices and appliances used. At the end of each class, there was a quiz to see if customers indeed did learn. In the first year, over 700 people attended the Water School and the City waived over \$400,000 in fines.

**Next Steps:**

The Water-Use Efficiency Group is continuously looking into programs that could help our customers and, most importantly, teach them the importance of water and its conservation.

A program like this will require Palmdale Water District resources and would fit in if we were to move to a Mandatory – Stage 2 of our Water Shortage Contingency Plan.

An analysis of time, resources, and costs for program development of a similar program can be created if the Board is interested.





# Hotel and Travel Accommodations

**Event Name/Date:**

ACWA DC 2022 Annual Washington, D.C. Conference/July 12 - 14, 2022

**CONTACT INFORMATION**

First Name

Last Name

Date

**ACCOMMODATION INFORMATION**

*Rooms and rates are subject to availability. Complete and submit this form as soon as possible to guarantee a room at the host hotel. In the event that the host hotel is booked, every effort will be made to secure a room at the closest hotel within comparable rates to the event discounted rate.*

Arrival Date

Departure Date

No. of guests

Room Type

Do you require a smoking room?

☐ Yes ☐ No

Do you need transportation from the airport to the hotel?

☐ Yes ☐ No

Flight Number

Time

**ADDITIONAL INFORMATION/REQUESTS**

Staff Representative



# ACWA DC2022 – ANNUAL WASHINGTON, D.C. CONFERENCE

WASHINGTON, D.C.

## WHEN

July 12 THRU July 14

4:00 pm – 11:00 am

 [Add to Calendar](#)

## LOCATION

The Mayflower Hotel, 1127 Connecticut Avenue Northwest, Washington, DC, USA

 [Get Directions](#)

## COST

\$760

Member Pre-Registration Fee

\$1,140

Non-Member Pre-Registration Fee

## DEADLINE

Online registration opening soon. SAVE THE DATE!

**MARK YOUR CALENDARS FOR ACWA'S 2022 WASHINGTON, D.C. CONFERENCE, SCHEDULED FOR JULY 12-14, 2022 AT THE MAYFLOWER HOTEL.**

This annual event gives members a special opportunity to connect with fellow water agencies and show the importance of California water in the nation's capital. Although originally planned for March 1-3, the event was moved in response to logistical challenges and the ongoing Covid-19 pandemic.



**MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, NOVEMBER 17, 2021:**

*A meeting of the Outreach Committee of the Palmdale Water District was held Wednesday, November 17, 2021, at 2029 East Avenue Q, Palmdale, CA 93550 and via teleconference. Chair Mac Laren-Gomez called the meeting to order at 4:00 p.m.*

**1) Roll Call.**

**Attendance:**

Committee:

Kathy Mac Laren-Gomez, Chair

Don Wilson, Committee Member

**Others Present:**

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Judy Shay, Public Affairs Director

Claudia Bolanos, Resource & Analytics Spvrs.

Dawn Deans, Executive Assistant

0 members of the public

**2) Adoption of Agenda.**

It was moved by Committee Member Wilson, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

**3) Public Comments for Non-Agenda Items.**

There were no public comments for non-agenda items.

**4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)**

**4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held October 20, 2021.**

It was moved by Committee Member Wilson, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Outreach Committee meeting held October 20, 2021, as written.

**4.2) Discussion of the District's Response to the Drought. (Public Affairs Director Shay/Resource & Analytics Director Thompson II)**

Resource & Analytics Supervisor Bolanos provided an overview of the District's response to the drought, including continuing meetings with the Antelope Valley Water Conservation Roundtable where ideas and plans on messaging, billboards, and radio ads are reviewed and stated that net water production is trending downward and is currently 17% lower than 2020.

Public Affairs Director Shay then stated that radio ads are being revised to gain more attention, and the winter edition of The Pipeline will focus on the drought and water conservation encouragement.

**4.3) Discussion of 2021 Outreach Activities. (Public Affairs Director Shay)**

**a) Outreach Report.**

Public Affairs Director Shay stated that a written Outreach Report of upcoming events and 2021 plans through November 17, 2021, as well as preliminary plans for 2022, was included with the agenda packets if there are any questions and that as updates, additional articles were included in the A.V. Press and the California Special Districts Association (CSDA) Magazine, the local chapter for the CSDA is anticipated to be approved tomorrow with quarterly meetings starting in January, staff participated in The Great American Shake-out, Imagine-a-Day-Without-Water, and the Salute to Youth virtual event through the local high school district, promotional items were provided for the A.V. Chamber of Commerce's Day of the Dead event, a California Association of Public Information Officials (CAPIO) Conference was attended virtually, and work continues on the District's new website.

**b) Upcoming Events/2021 Plans.**

She then stated that upcoming events include the District's Water Wise Workshop regarding Winterizing Your Home scheduled for December 9, a Café con Leche interview with Director Merino on December 13, and the Water Conservation Garden Groundbreaking Ceremony anticipated for December 2021.

**c) Preliminary Plans for 2022.**

She then stated that preliminary plans and events for 2022 include Let's Talk H2O!, Special Districts Association of North Los Angeles County quarterly lunch meetings, the Water Conservation Garden ribbon-cutting, quarterly Water-wise Workshops, Coffee-with-a-Director events, continued conservation messaging and outreach, Customer Appreciation Day, the Water Ambassadors Academy and Junior Water Ambassadors Academy anticipated for April, and community outreach and publicity for the Water Augmentation Program.

**5) Reports.**

**5.1) Lobbying Activities. (Assistant General Manager Ly)**

Assistant General Manager Ly stated that there are no activities to report.

**6) Board Members' Requests for Future Agenda Items.**

Committee Member Wilson requested more details be included in the next Outreach Report.

The timing for potential projects with United Water Conservation District was discussed.

There were no further requests for future agenda items.

**7) Date of Next Committee Meeting.**

It was stated that the next Outreach Committee meeting will be held January 19, 2022 at 4:00 p.m.

**8) Adjournment.**

There being no further business to come before the Outreach Committee, the meeting was adjourned at 4:24 p.m.

  
Chair





## **MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, NOVEMBER 23, 2021:**

*A meeting of the Finance Committee of the Palmdale Water District was held Tuesday, November 23, 2021, at 2029 East Avenue Q, Palmdale, CA 93550 and via teleconference. Chair Wilson called the meeting to order at 2:00 p.m.*

### **1) Roll Call.**

#### **Attendance:**

Committee:

Don Wilson, Chair

Gloria Dizmang, Committee Member

#### **Others Present:**

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Dennis Hoffmeyer, Finance Manager

Judy Shay, Public Affairs Director

Diana Gunn, Accounting Supervisor

Bob Egan, Financial Advisor

Dawn Deans, Executive Assistant

0 members of the public

### **2) Adoption of Agenda.**

It was moved by Committee Member Dizmang, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

### **3) Public Comments for Non-Agenda Items.**

There were no public comments for non-agenda items.

### **4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)**

#### **4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held October 19, 2021.**

It was moved by Committee Member Dizmang, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Finance Committee meeting held October 19, 2021, as written.

**4.2) Consideration and Possible Action on Approval of Minutes of Special Meeting Held November 4, 2021.**

It was moved by Committee Member Dizmang, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Special Finance Committee meeting held November 4, 2021, as written.

**4.3) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of October 2021. (Financial Advisor Egan)**

Financial Advisor Egan provided an overview of the monthly Major Account Activity Report, Investment Funds Report, and Cash Flow Statement through October 2021, including capital improvement fees received, a DWR refund, upcoming water costs, anticipated assessments, and the projected year-end balance followed by discussion of DWR refunds.

**4.4) Discussion and Overview of Financial Statements, Revenue, and Expense and Departmental Budget Reports for October 2021. (Finance Manager Hoffmeyer)**

Finance Manager Hoffmeyer reviewed in detail the balance sheet, profit and loss statement and trends, quarter to quarter comparisons, and revenue and expense analysis reports for the period ending October 2021 and stated that departments are operating at or near the targeted expenditure percentage of 83% followed by discussion of electricity costs, water quality fees, State Water Project costs, Palmdale Recycled Water Authority activities, budget adjustments, and Governmental Accounting Standards Board (GASB) 45.

**4.5) Discussion and Overview of Committed Contracts Issued. (Finance Manager Williams)**

Finance Manager Hoffmeyer provided an overview of the Contractual Commitments and Needs Report for new and replacement capital projects, consulting and engineering support projects, new and replacement equipment, water quality fee funded projects, committed and projected capital expenditures, and the payout summary for the 2018A Series and 2021A Series Water Revenue Bonds through October 2021 followed by discussion of compliance with bond requirements.

**4.6) Consideration and Possible Action on a Recommendation Regarding Resolution No. 21-26 Being a Resolution of the Board of Directors of the Palmdale Water District Establishing its Investment Policy. (No Budget Impact – Finance Manager Hoffmeyer/Financial Advisor Egan)**

Finance Manager Hoffmeyer and Financial Advisor Egan provided an overview of Resolution No. 21-26, including the Investment Policy's objectives of safety, liquidity, and return on investments, after which it was moved by Chair Wilson, seconded by Committee Member Dizmang, and unanimously carried by all members of the Committee present at the meeting that the Committee concurs with staff's recommendation to approve Resolution No. 21-26 Establishing the District's Investment Policy with no changes from the prior year and that this item be presented to the full Board for consideration at the December 13, 2021 Regular Board Meeting.

**4.7) Consideration and Possible Action on a Recommendation Regarding the District's Auditing Services for Years 2021, 2022, and 2023. (\$ - To Be Determined – Finance Manager Hoffmeyer)**

Finance Manager Hoffmeyer provided an overview of staff's recommendation to award a contract to Nigro & Nigro for conducting the District's auditing services for years 2021, 2022, and 2023 after which it was moved by Committee Member Dizmang, seconded by Chair Wilson, and unanimously carried by all members of the Committee present at the meeting that the Committee concurs with staff's recommendation to award a contract to Nigro & Nigro for conducting the District's auditing services for years 2021, 2022, and 2023 with an option for 2024 and 2025 and that this item be presented to the full Board for consideration at the December 13, 2021 Regular Board Meeting.

**5) Reports.**

**5.1) Finance Manager Hoffmeyer:**

**a) The Effect of COVID-19 Event.**

Finance Manager Hoffmeyer stated that due to COVID-19 events, as of October 31, 2021, there were 1,930 single family accounts with a balance of \$50 or more and over sixty days past due with a total past due amount of \$1.25 million compared to 1,770 accounts at September 30, 2021 with an outstanding balance of \$1.15 million and 1,274 accounts at October 31, 2020 with an outstanding balance of \$562,554 and that cash received for

October 2021 was 6.60% less than September 2021, 1.48% less than August 2021, and 4.08% higher than October 2020.

He then stated that the District is receiving \$757,000 from the state to cover past due bills due to COVID-19 from March 4, 2020 through June 15, 2021 leaving an outstanding past due bill balance of approximately \$600,000 followed by discussion of issuing delinquent notices, offering special payment arrangements for delinquent customers, SB 998, and implementing shutoffs in February 2022.

**b) Revenue Projections.**

He then stated that 2021 revenue is ahead of projections by approximately \$754,000 as of October 31, 2021.

**5.2) Financial Advisor Egan:**

**a) Debt Service Coverage Status.**

Financial Advisor Egan stated that the Debt Service Coverage for November 2020 to October 2021 is 2.33.

**6) Board Members' Requests for Future Agenda Items.**

There were no requests for future agenda items.

**7) Date of Next Committee Meeting.**

It was determined that the next Finance Committee meeting will be held January 25, 2022 at 2:00 p.m. and that November reports will be sent to the Committee in December.

**8) Adjournment.**

There being no further business to come before the Finance Committee, the meeting was adjourned at 3:21 p.m.

  
Chair



## **MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE PALMDALE WATER DISTRICT, JANUARY 11, 2022:**

*A meeting of the Personnel Committee of the Palmdale Water District was held Tuesday, January 11, 2022, at 2029 East Avenue Q, Palmdale, CA 93550 and via teleconference. Chair Mac Laren-Gomez called the meeting to order at 8:00 a.m.*

### **1) Roll Call.**

#### **Attendance:**

Committee:

Kathy Mac Laren-Gomez, Chair  
Amberrose Merino,  
Committee Member

#### **Others Present:**

Dennis LaMoreaux, General Manager  
Adam Ly, Assistant General Manager  
Angelica Barragan-Garcia, Human Resources Director  
Judy Shay, Public Affairs Director  
Dennis Hoffmeyer, Finance Manager  
Vincent Dino, PWD Director  
Dawn Deans, Executive Assistant  
0 members of the public

### **2) Adoption of Agenda.**

It was moved by Committee Member Merino, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

### **3) Public Comments for Non-Agenda Items.**

There were no public comments for non-agenda items.

### **4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)**

#### **4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held August 18, 2021.**

It was moved by Committee Member Merino, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Personnel Committee meeting held August 18, 2021, as written.

**4.2) Consideration and Possible Action on an Additional Stipend for Directors Opting Out of the District's Medical Insurance Plan. (Budget Impact – To Be Determined – Director Dino/Human Resources Director Barragan-Garcia)**

Human Resources Director Barragan-Garcia provided an overview of the proposed additional stipend for Directors opting out of the District's medical insurance plan, and after a brief discussion of the Director's compensation and budget, of General Counsel's opinion on this matter, and of other agencies providing this benefit, it was determined that staff obtain additional information regarding the Directors' eligibility to participate in the District's deferred compensation plan, accounting for the Directors' budget, and the stipend as taxable earnings and present this information for consideration at the next Personnel Committee meeting.

There was no action taken on this item.

**4.3) Consideration and Possible Action on Amendment No. 1 to Contract Services Agreement With JP Group, LLC, Formerly Jeffrey B. Love and Associates, LLC. (\$10,000.00 – Budgeted – Budget Item No. 1-02-5070-007 – Human Resources Director Barragan-Garcia)**

Human Resources Director Barragan-Garcia provided an overview of the proposed Contract Services Agreement with JP Group, LLC and the amount of the proposed Agreement, and after a brief discussion of the services included in the Agreement, it was moved by Committee Member Merino, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting that the Committee concurs with staff's recommendation to approve the Contract Services Agreement with JP Group, LLC, formerly Jeffrey B. Love and Associates, LLC in the not-to-exceed amount of \$5,000.00 per incident and not-to-exceed \$10,000.00 annually.

**5) Reports:**

**5.1) Human Resources Director Barragan-Garcia:**

**a) Personnel Policy Effects of COVID-19 Event.**

Human Resources Director Barragan-Garcia stated that recent Los Angeles County and CDC COVID-19 guidelines minimize quarantine periods from 10-14 days

to 5 or more days, depending on the case; that staff is reviewing the District's COVID-19 Prevention Program Policy to incorporate this change; that clarification has been provided regarding who is considered fully vaccinated; and that the District has been fortunate to date that COVID-19 has not impacted the workplace, and any positive COVID-19 cases have been contracted outside the workplace.

**6) Board Members' Requests for Future Agenda Items.**

It was stated that "Consideration and possible action on an additional stipend for Directors opting out of the District's Medical Insurance Plan. (Budget Impact – To Be Determined – Director Dino/Human Resources Director Barragan-Garcia)" will remain on the agenda for the next Personnel Committee Meeting.

There were no further requests for future agenda items.

**7) Date of Next Committee Meeting.**

It was stated that the next Personnel Committee meeting will be held February 8, 2022 at 9:00 a.m.

**8) Adjournment.**

There being no further business to come before the Personnel Committee, the meeting was adjourned at 8:30 a.m.

  
Chair