Since 1918

PALMDALE WATER DISTRICT

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ALESHIRE & WYNDER LLP
Attorneys

August 1, 2016

Agenda for a Special Meeting
of the Personnel Committee of the Palmdale Water District
Committee Members: Kathy Mac Laren-Chair, Vincent Dino
to be held at the District's office at 2029 East Avenue Q, Palmdale

Tuesday, August 2, 2016

10:30 a.m.

NOTE: 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.

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) Roll call.
2) Adoption of agenda.
3) Public comments.
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 July 20, 2016.

4.2) Consideration and possible action on Contract Services Agreement for Personnel Investigation Services. (Human Resources Director Emery)

5) Information Items:

5.1) Other.

6) Information items.

7) Board members' requests for future agenda items.

8) Adjournment.



_____

DENNIS D. LaMOREAUX,
General Manager

DDL/dd

PALMDALE WATER DISTRICT

CONTRACT SERVICES AGREEMENT FOR

PERSONNEL INVESTIGATION SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this __th day of July, 2016, by and between the PALMDALE WATER DISTRICT, a California municipal corporation ("District"), and JEFFREY B. LOVE AND ASSOCIATES, LLC, a California limited liability company ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, 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 all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. 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.

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 this Agreement.

1.4 Warranty. Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work product, services, materials, papers, documents, interviews, recordings, and/or other components thereto to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by the District, except such losses or damages as may be caused by the District's own negligence. Consultant warrants all work under this Agreement to be of good quality and free from any defect or faulty material and workmanship. Consultant agrees that for a period of one year (or the period of times specified elsewhere in this Agreement or in any guaranty or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Consultant shall, within ten (10) days after being notified in writing by the District of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense.

2.0 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, in an initial amount not to exceed the total sum of Three Thousand and 0/100 Dollars ($3,000.00), without express written authorization of the District Personnel Committee, but in no event shall the total services provided pursuant to this Agreement exceed in any fiscal year the total sum of Twenty Thousand and 0/100 Dollars ($20,000.00) ("Contract Sum"). Any services provided beyond the Contract Sum shall first be approved by Palmdale Water District Board of Directors. The District shall reimburse Consultant for expenses outlined in Exhibit "C". Expenses not listed on Exhibit "C" shall not be reimbursed by the District.

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid within thirty (30) days after submittal to the District of an invoice in a form approved by the District describing specifically the services performed.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Jeffrey B. Love is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. The General Counsel and/or his assigned Deputy General Counsel, or their successors, are hereby designated as being the representative of the District authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The District may designate another Contract Officer by providing written notice to Consultant.

3.3 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.

3.4 Independent Contractor. 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 on Exhibit "A". Consultant shall perform all services required herein as an independent contractor of District and shall remain under 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.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $500,000.00 per occurrence for all covered losses and no less than $1,000,000.00 general aggregate with a $5,000,000.00 umbrella.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance which complies with the minimum requirements per State law. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the District's officers, employees, and agents ("District Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the District and the District's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days' prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the District. No work or services under this Agreement shall commence until Consultant has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

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 due to unique circumstances.

In the event that Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of or failure to perform any term, provision, covenant, or condition of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless the District and District Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees) ("claims or liabilities"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding any such claims or liabilities to the extent caused by the negligence or willful misconduct of the District.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until one year from the date of the District's execution of this Agreement.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the District. In the event of termination by the District, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the District. District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry 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, marital status, national origin or ancestry.

6.2 Non liability of District Officers and Employees. No officer or employee of the District shall be personally liable to 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.

6.3 Conflict of Interest. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement, and that its representatives and agents have not done so either.

The District understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of the District, relative to such projects. Any future position of the District of such projects shall not be considered a conflict of interest for purposes of this Section.

The District understands and acknowledges that Consultant will perform non-related services for other governmental agencies and private parties, following the completion of the scope of services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this Section.

6.4 Confidential Information; 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 District without prior written authorization from the Contract Officer, except as may be required by law.

(b) Consultant, its officers, employees, or agents shall not, without prior written authorization from the Contract Officer voluntarily provide declarations, letters of support, testimony at depositions, responses 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, or any officer, employee, or agent 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, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, requests 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. However, this right to review any such response does not imply or mean the right by the District to control, direct, or rewrite said response.

6.5 Notice. Any notice or other 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, as follows:

To the District: Palmdale Water District General Manager
Palmdale Water District
2029 E Avenue Q
Palmdale, CA 93550

with a copy to: Palmdale Water District General Counsel
Aleshire & Wynder, LLP
3880 Lemon Street
Suite 520
Riverside, CA 92501

To Consultant: Jeffrey B. Love
Jeffrey B. Love and Associates, LLC
30025 Alicia Parkway #327
Laguna Niguel, CA 92677

6.6 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.

6.7 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that 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 a writing signed by both parties.

6.8 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.

6.9 Waiver. No delay or omission in the exercise of any right or remedy by a 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.

6.10 Attorneys' Fees. If either party to this Agreement is required to initiate, 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.11 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.

[SIGNATURES NEXT PAGE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall be paid for actual time worked, pursuant to the following fee schedule:

General Investigative Services	$ 160 per hour, portal to portal
Testifying – Deposition/Trial	$ 250 per hour (four hour minimum)
Out of Pocket Expenses	Actual Cost
Mileage	IRS Current Rate

Consultant shall inform the District in writing upon rendering services under this Agreement up to the initial amount of Three Thousand and 0/100 Dollars ($3,000.00), and shall therewith provide a brief summary of the services provided. Upon the express written authorization of the District Personnel Committee, Consultant shall continue rendering services under this Agreement and shall inform the District in writing upon rendering services under this Agreement up to the Contract Sum of Twenty Thousand and 0/100 Dollars ($20,000.00), and shall therewith provide a brief summary of the services provided.

Any services rendered beyond the Contract Sum shall not be reimbursed unless first approved by the Board of Directors of the District.

Expenses:

Consultant shall seek prior written approval from the District for any expenses related to the services provided pursuant to this Agreement that the Consultant seeks to have reimbursed, including but not limited to the actual cost of materials, equipment, and supplies.

Reimbursement:

Upon completion of an investigation or once every thirty (30) days, whichever is shorter, Consultant shall submit invoices to the District General Manager detailing by line item the charges by the following categories:

- Professional services provided.
- Travel time and mileage,
- Materials,
- Equipment, and
- Supplies.

Consultant shall be reimbursed mileage and shall be paid for time spent driving. Consultant shall bill in increments of 0.33 hours for time spent providing the services.