



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

February 3, 2021

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

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT

TO BE HELD VIA TELECONFERENCE ONLY

DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 045-662-107#

Submit Public Comments at: <https://www.gomeet.com/045-662-107>

MONDAY, FEBRUARY 8, 2021

6:00 p.m.

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

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

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

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

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

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

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



- 4) Public comments for non-agenda items.
- 5) Presentations:
 - 5.1) Avenue S Aqueduct Bridge Leak Repair. (Facilities Manager Bligh)
- 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 25, 2021.
 - 6.2) Payment of bills for February 8, 2021.
 - 6.3) Receive and file Semi-Annual Employee Reimbursement Report for the period covering July 1, 2020 through December 31, 2020. (No Budget Impact – Finance Manager Williams)
- 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) Presentation and discussion of 2020 Accomplishments. (Assistant General Manager Ly)
 - 7.2) 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. (\$31,500.00 – Budgeted – Budget Item No. 1-02-5070-007, Consultants – General Manager LaMoreaux)
 - 7.3) Receive and file memorandum regarding Board compensation. (General Counsel Dunn)
 - 7.4) 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 2021 Budget:
 - a) Water Education Foundation “Urban Water Institute’s Spring Virtual Water Conference” to be held February 17 and 18, 2021.
 - b) Water Education Foundation “GRA Virtual Conference: The Future of Water” to be held February 23 and 24, 2021.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency-AVEK. (Director Dino/Director Mac Laren-Gomez, Alternate)
 - 2) Plant 42 Environmental Restoration Advisory Board. (Director Wilson/Director Dino, Alternate)
 - b) General Report.

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



DENNIS D. LaMOREAUX,
General Manager

DDL/dd



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Ave S Bridge Leak

January 2021

Chris Bligh

Facilities Manager

1/12/21 PWD was notified by the Department of Water Resources (DWR) that there was a leak at the bridge over the Aqueduct on West Ave S, East of Tovey Ave.

PWD onsite to investigate and found water running down the bridge abutment.

Coordinated the project with:

- DWR – Multiple levels
- City of Palmdale
- L.A. County Road Department
- L.A. County Bridge Maintenance
- Southern California Gas - High Pressure Distribution



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Project Timeline



- 1/12/2021- Notified of leak, to the site to see the leak, called Dig Alert for utility marking, called So Cal High Pressure Gas.
- 1/19 - First date available for So Cal Gas - Set up ¼ mile of traffic control - Drill holes to locate leak – Schedule ICC for saw cutting slab
- 1/20 – Re-setup traffic control – Cut concrete – Expose pipeline and leak – Install temporary repair clamp – Temporary backfill – Prep for drop-in – Exercise valves for shutdown
- 1/21 – Layout, disinfect, charge and flush 6” highline, Drain mainline - Fabricate & install drop-in
- 1/22 – Pick up highline – Pull Tee’s – Re-install hydrant’s



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Saw Cut & Demo Slab



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Breaking Through Second Level Of Concrete



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Leak and Temporary Repair Clamp



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Approximately 5' of 10" CMLC Removed



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Making New Spool – Tack Welding Flanges



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Final Welding



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Prep for & Spool Installation



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

2020 CIP Equipment Added to Fleet

Thank you!



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

QUESTIONS?



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

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 2, 2021 **February 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Michael Williams, Finance Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 6.3 – RECEIVE AND FILE SEMI-ANNUAL EMPLOYEE REIMBURSEMENT REPORT FOR THE PERIOD COVERING JULY 1, 2020 THROUGH DECEMBER 31, 2020. (NO BUDGET IMPACT – FINANCE MANAGER WILLIAMS)***

Recommendation:

Staff recommends the Board receive and file the Semi-Annual Employee Reimbursement Report for the period covering July 1, 2020 through December 31, 2020.

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 semiannual 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, 2020 through December 31, 2020

PALMDALE WATER DISTRICT
Semi-Annual Employee Reimbursement Report
Period Covering July 1, 2020 to Dececmber 31, 2020

Employee ID	Employee Name	Pay Date	Item Description	Amount
1653	FRANK GONZALES	07/08/20	EDU1	250.00
1790	HEATHER OATES	08/05/20	EDU1	300.00
4021	CAREY LOUEY	08/05/20	EDU1	550.00
4067	BRIAN TONER	08/05/20	EDU1	250.00
4067	BRIAN TONER	08/05/20	EDU1	250.00
4057	DARREN DYKES	08/19/20	EDU1	250.00
4044	CURTIS ANDERSON	08/19/20	EDU1	300.00
1210	CURTIS COBB	08/19/20	EDU1	750.00
1720	Richard Heinonen	08/19/20	REGISTRATION FOR PYTHRON SCRIPTING FOR GIS	1,337.93
1780	DENNIS HOFFMEYER	08/19/20	EDU2	1,980.00
4058	ANTHONY MYRICK	09/01/20	EDU1	145.00
4058	ANTHONY MYRICK	09/01/20	EDU1	280.00
2020	CHAD KLEIN	09/01/20	EDU1	250.00
4067	BRIAN TONER	09/16/20	EDU1	599.98
4029	LAURA GUTIERREZ	09/16/20	EDU1	1,299.00
1575	OTHON ESPINOZA	10/28/20	TRAVEL	307.80
1720	RICHARD HEINONEN	10/28/20	EDU1	200.00
4058	ANTHONY MYRICK	10/28/20	EDU1	250.00
4058	ANTHONY MYRICK	10/28/20	EDU1	280.00
4059	SABRINA LEE	12/09/20	EDU1	250.00
4058	ANTHONY MYRICK	12/09/20	EDU1	250.00
1780	DENNIS HOFFMEYER	12/09/20	EDU2	1,290.00
4033	DANIEL MALDONADO	12/23/20	EDU1	315.24
1120	CHRIS BLIGH	12/23/20	EDU1	105.00
1653	FRANK GONZALES	12/23/20	EDU1	200.00
				<u>12,239.95</u>



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

AGENDA ITEM NO. 7.1

District 2020 Accomplishments

February 2021



2020 Budget

- Operations & Maintenances - \$24.7 million
- Capital Improvement Projects - \$7.36 million
 - \$1.57 million carry-overs
 - \$4.58 million new CIP
 - \$600,000 Littlerock Dam & Reservoir sediment removal
 - \$610,556 plant expenditures
- Deferred - \$2.60 million



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Human Resources

- Completed 12 recruitments - 10 new hires & 2 promotions
- Implemented Hazard Mitigation Plan
- Managed COVID-19 plan and communications
- Collaborated with IT on new HRIS system

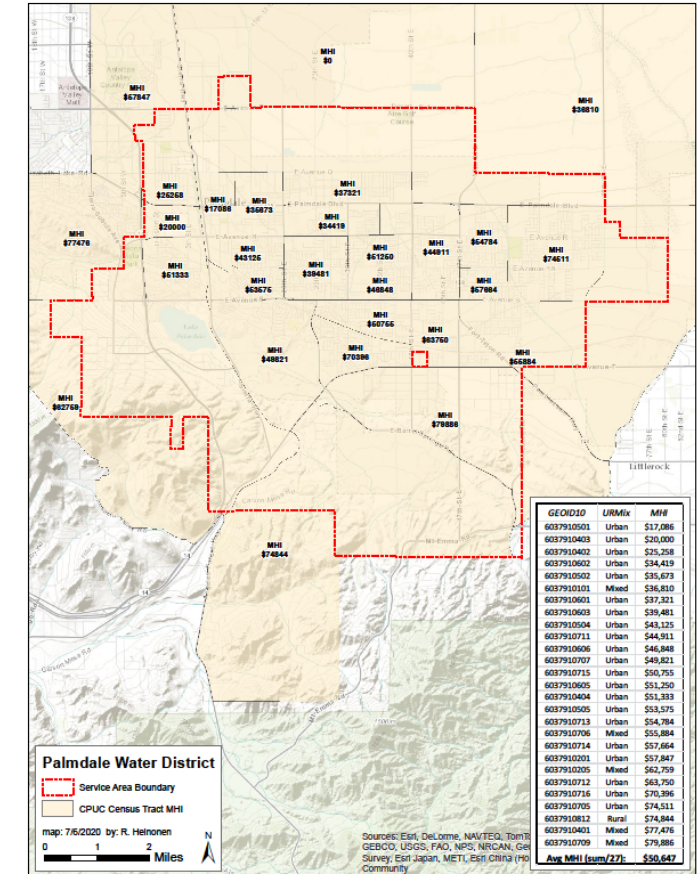


PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Information System

- Successfully deployed “Work @Home Solution”
 - Divert calls for CC and delivered 30 devices to field
- Procured BambooHR and assisting HR with setup
- Completed America Water Infrastructure Act 2018
- Started migration of GIS to new platform
- Created 15 new GIS applications

Utility Size	Risk & Resilience Assessment	Emergency Response Plan
>100K	Mar 31, 2020	Sept 30, 2020
50K - 100K	Dec 31, 2020	Jun 30, 2021
3,300K - 50K	Jun 30, 2021	Dec 30, 2021



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Water Resources & Analytics

- Acquired 3,500 acre-feet of supplemental surface water
- Developed New Point of Delivery Agreement with LCID
- Participated in development of Water Management Tools Amendment
- Coordinated meeting of State Water Contractor's General Manager



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Engineering

- Advertised and Awarded 7 projects, value ~ \$2.9 million
- Completed V-5 and P & 25th East pipeline replacements
- Accepted \$1.235 million Bureau of Reclamation grant
- Collected \$1.2 million in Capital Improvement Fees
- Coordinated Admin. Building Renovation
- Drilled PRGRRP Project Test Well No. 1
- Implemented ProcureNow and Syncta software



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Operations

- Installed 3rd ferric chloride and 2nd brine tanks
- Reactivated 3 Granular Activated Carbon contactors
- Updated O & M manual
- Installed 2 IPS pump check valves and effluent meter



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Operations - Lab

- Participated in WRF 4916 (Impact of GAC and Disinfection By-Products)
- Completed all regulatory monitoring requirements
- Trained 2 new lab analysts
- Passed ELAP On-site Assessment
- Installed sampling dock station at Lake Palmdale Outlet



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Construction Crew

- Completed P-8 mainline replacement
- Installed hydrant at Pearblossom Hwy. & 52nd St. East
- Placed 1,000 linear feet of Geosynthetic Clay Liner on Palmdale Ditch
- Replaced 10 large meters & vaults



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Construction Crew

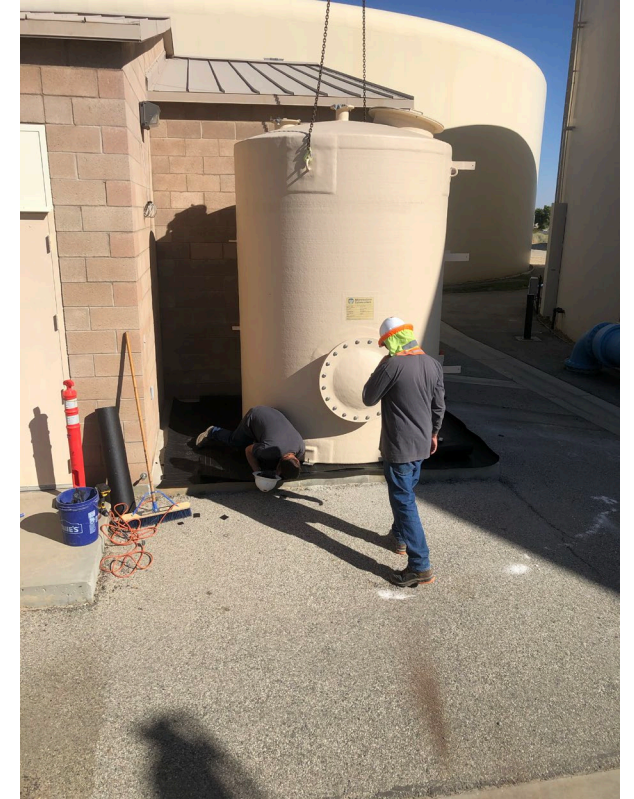
- Connected backup power to N.O.B.
- Exercised 2,000 valves
- Exercised 497 hydrants
- Maintained 171 Air Vacs



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Operations Tech

- Converted to digital radio communications
- Rehabbed 6 buildings
- Installed 11 soft starts
- Installed 2 brine tanks
- Rehabbed 3 boosters



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE



Fleet

- Completed purchase of vacuum excavator
- Completed 10 lease vehicle schedules
- Installed welder for Truck #115
- Took ownership of traffic control truck



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Water Conservation

- Rebates - \$23,556

- Toilet (146)



- Washers (35)



- Weather Controller (40)



- Landscape Conversion - \$54,212
 - 30 customers totaling 44,406 Sq. Ft.
- Residential Water Survey - 10
- Outreach - 1,000+ students



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE



Customer Care

- Contracted new meter vendor
- Implemented new program to facilitate bill collection
- Processed 307 leak adjustment applications, ~ \$52,457
- Handled 41,540 calls and 10,480 lobby visits
- Helped 1,329 new customers
- Processed 21,031 Service Orders



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Public Affairs

- Published Crisis Communications Plan & 2020 Strategic Plan
- Hosted Congressman Mike Garcia
- Toured Friends of Littlerock Dam
- Received Award of Excellence at PRSA's 56th Annual PRISM Awards
- Obtained District Transparency Certificate of Excellence & District of Distinction



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

District-Wide

- Grant applications
 - Bureau of Reclamation for SmartWater - \$2.0 million
 - CSDA for backup generator - \$300,000
- Engineering finalizing IRWM Grant, ~ \$900,000
- Tesla battery backup
 - 2 projects approved for \$1.5 million
 - 2 projects on conditional approval for \$3.0 million
- Dash2Energy partnership on hydrogen storage demonstration



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Finance

- Ended year with cash balance of \$11.745 million
- Completed 2 re-funding of bonds, saving \$2,008,000
- Tracking unpaid bills totaling \$2,339,281, with \$1,012,205 exceeding 60 days
- Participated in 2 Bond Rating - S&P Global at “A-” and Fitch at “A+”



2020 Year-End Summary

- Capital Improvement Project completed - \$2.609 million
- Upper Amargosa Recharge Project - \$1.024 million
- Additional carry-over - \$585,000 (Total \$3.185 million)
- 2021 focus
 - Pipelines
 - Booster upgrades
 - Well 36





PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Thank you!

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 2, 2021 **February 8, 2020**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – 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. (\$31,500.00 – BUDGETED – BUDGET ITEM NO. 1-02-5070-007, CONSULTANTS – GENERAL MANAGER LaMOREAUX)***

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 \$31,500.00.

Alternative Options:

The alternative option is to not approve the proposal and have staff facilitate initial and strategies planning and 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 2021 provides for a facilitated evaluation of the General Manager and General Counsel, individual and group meetings with Directors, creating opportunities for combined legislative efforts with agencies for mutual benefits, and strategies planning with the Board.

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:

- Agreement for Professional Services

**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, 2021 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 **Thirty One Thousand Five Hundred Dollars (\$31,500.00)** ("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 _____, 2021 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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 _____, 2021 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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 2021.
 - 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 Brainstorming/Initial Planning with Board.** Consultant shall, participate in an initial meeting to welcome new Board Members and President, and hold a discussion and summary of work program plans. Consultant shall also organize individual preparation meetings and a half day session with the GM and the Board to get everyone on the same page for resumption of group planning.
- C. TASK C: 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) reservoir recreational clean-up/repairs; (3) intern/apprentice jobs grants; (4) mutual expansion or repair grants; (5) regional conference on water; and (6) the production of a return on investment.

- D. TASK D: Fall Strategies Planning Exercise with Board.** Prepare and organize a workshop for the Board of Directors to advise and recommend goals to the Board. Consultant shall draft agenda and handouts necessary for the workshop, after gathering ideas from key staff members and prepare to share them with the Board.
- 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:

	PRICE	SUB-BUDGET
A. Task A: Performance Evaluation	\$9,000	\$9,000
B. Task B: Initial Brainstorming	\$8,500	\$8,500
C. Task C: Initial Resumption	\$8,000	\$8,000
D. Task D: Fall Strategies Exercise	\$6,000	\$6,000
TOTAL	\$31,500	\$31,500

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 \$31,500.00, 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 2, 2021 **February 8, 2021**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Eric Dunn, District General Counsel
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – RECEIVE AND FILE MEMORANDUM
REGARDING BOARD COMPENSATION. (GENERAL COUNSEL DUNN)***

Recommendation:

Staff recommends that the Board receive and file this memorandum related to the Board's compensation.

Alternative Options:

Provide staff with further direction.

Impact of Taking No Action:

There is no potential impact.

Background:

Sections 20201 and 20202 of the California Water Code governs the manner the Board of the Palmdale Water District ("Board") is compensated.

Section 20201 of the Water Code states "the governing board of any water district may...provide compensation to members of the governing board...in an amount not to exceed one hundred dollars (\$100) per day for each day's attendance at meetings of the board, or for each day's service rendered as a member of the board by request of the board..."

Section 20202 of the Water Code states an "increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment," when considering an increase to the \$100 per day for each attendance at a meeting.

In other words, Section 20201 of the Water Code outlines two possible forms of compensation. The Board may receive compensation in an amount not to exceed \$100 per day (1) for each day's attendance at meetings or (2) for each day's service rendered as a member of the board by request of the board. As a result, a Board Member cannot receive a per diem or set amount. The Board's compensation may only be paid by attendance at a meeting or for each day the individual renders services.

In January of 1996, the then-Board voted to increase the \$100 compensation to \$171 per meeting after 13 years without a raise. In 1998, the Board once again voted to increase the compensation from \$171 to \$188 per meeting. In June of 2009, the Board voted to reduce the Board's compensation by 20% to \$150.40 *per day*. In December of 2009, the Board voted to reduce the Board compensation to \$150 *per meeting*, which remains in effect today.

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:

No known impact to the budget.



Hotel and Travel Accommodations

Event Name/Date:

WEF "Urban Water Institute's Spring Virtual Water Conference"/February 17 and 18, 2021

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



February 17, 2021 - February 18, 2021

URBAN WATER INSTITUTE'S SPRING VIRTUAL WATER CONFERENCE

During the Urban Water Institute's Spring Virtual Conference, which will take place on Feb. 17th and 18th, 2021, members of our 2020 Water Leaders class will take part in a panel addressing climate change. The 2020 Water Leaders Class recently completed its year with a report outlining policy recommendations for adapting California water management to climate change.

See a [draft agenda for the Spring Virtual Conference here.](#)

RELATED LINKS



URBAN WATER INSTITUTE VIRTUAL SPRING WATER CONFERENCE FEBRUARY 17-18, 2021 | REGISTRATION FORM

NAME: _____ TITLE: _____
ORGANIZATION: _____
ADDRESS: _____ CITY/STATE/ZIP: _____
TEL: _____ FAX: _____ E-MAIL: _____

VIRTUAL CONFERENCE REGISTRATION FEES

Registration fees include attendance to both half days and reception.

_____ \$195 Urban Water Member Registration Fee for Conference February 17-18, 2021

REGISTRATION INFORMATION

LOCATION:

The Spring Water Conference will be conducted virtually, the Zoom information will be provided upon registration.

CONFERENCE REGISTRATION:

To pay by credit card visit our website www.urbanwater.com. You can register online via PayPal, you may be prompted to create a PayPal account. You may pay with a Visa, MasterCard or American Express. If you prefer to pay by credit card and NOT create a PayPal log in, please fill out the registration form and return to Stacy Davis at stacy@urbanwater.com or fax to (949) 305-9919.

To pay by check, please complete the Registration Form and send it along with a check made payable to:

Urban Water Institute: 24651 Evereve Circle, Suite 1, Lake Forest, CA 92630.

CANCELLATION POLICY:

Cancellations must be received in writing by **February 5, 2021**. Faxes are accepted at (949) 305-9919. Registration fee will be refunded, less a \$50 administrative charge if received by **February 5, 2021**. Substitutes are accepted. **No refunds after February 5, 2021**. The Institute reserves the right to substitute announced speakers and assumes no responsibility for personal expenses.

SPONSORSHIP INFORMATION:

Information on sponsoring may be obtained by calling (949) 679-9676 or can be found on the Urban Water Institute Website www.urbanwater.com.

IF PAYING BY CREDIT CARD:

☐ Visa ☐ MasterCard ☐ American Express

Name on Card: _____

Card Number: _____

Expires (MM/YY): _____ Amount: _____

Security Code: _____

Billing Address: _____

Signature: _____

MAIL CONFERENCE REGISTRATION CHECKS PAYABLE TO:

Urban Water Institute: 24651 Evereve Circle, Suite 1 • Lake Forest, CA 92630

Tax ID # 33-0578523

For More Information Contact Urban Water Institute At (949) 679-9676 Or stacy@urbanwater.com

NOTE: This registration form is exclusively for the Urban Water Institute Webinar on February 17th and February 18th. All times PST. This webinar conference will be made available by Zoom. You will need to additionally register for a free Zoom account and download all necessary technical components at <https://zoom.us/>.

Urban Water Institute invites you to attend an informative Spring Virtual Water Conference on Wednesday, February 17, 2021 (afternoon sessions) and Thursday, February 18, 2021 (morning sessions).

This discussion will be take place on Zoom. Please see [Zoom.us](https://zoom.us/) for more your computer requirements.

To attend this gathering, please begin the registration process below. This is a two part registration. You will be asked to register for the webinar. Upon sending your registration, you will be redirected to a webpage to make a payment with PayPal to complete the process.

Conference registration will close on Friday, February 12, 2021.

The Zoom Meeting number will be sent to you prior to the event.

Need more information? Please contact Stacy Davis at 949-679-9676 or stacy@urbanwater.com.

Urban Water Institute's Spring Conference • February 17-18, 2021
A Path Going Forward • Virtual Lively Interactive Conference

Wednesday, February 17, 2021

Preconference Tutorial—Walk Through—How to Navigate the Virtual Conference Experience— pre-recorded with text pushed out in multiple emails, etc. Travis Watson

1:00 Opening Remarks & Introduction

Ane Deister, Urban Water Institute, Welcome
Ane Deister introduce the Capitol Report presentation

1:05 Capitol DC Report

A view from Washington DC. Has anything changed? Are we on a path forward?

Eric Sapirstein, ENS (confirmed)
Townsend Public Affairs, Inc.

1:50 Break— Question 1 of GAME

2:00 Is There Light at the End of This Tunnel? Update on Delta Conveyance
As California moves forward to address water supply resilience, is it an "either a tunnel or local projects" decision?

Jennifer Pierre, State Water Contractors, Inc.
Tom McCarthy, Kern County Water Agency
Steve Arakawa, Metropolitan Water District of Southern California
Karla Nemeth, Director of DWR
Matt Stone, Santa Clarita Valley Water Agency (moderator)

2:45 Break— Question 2 of GAME

2:55 Utility General Managers—Managing in Uncertain Times

Three top utility managers engage in an open a dialogue to discuss how the pandemic has affected their operations and the response of their customers.

Paul Cook, IRWD
Steve Welch, CCWD
Devon Upadhyay, MWD
Craig Miller, GM, Western Municipal Water District, Moderator

3:35 Break—Question 3 of GAME

3:45 Water Leaders Looking Forward— Climate Change Adaptations

The most recent class of the Water Education Foundation's Water Leaders program reports on their 'take' in dealing with Climate Change as a pathway forward.

Stan Ali, Contra Costa Water
Dakari Barksdale, the City of Vallejo
Liz DaBramo, Woodard and Curran
Cora Kammeyer, Pacific Institute, Moderator

4:25 Break—Question 4 GAME

4:35 Not out of the Woods—Wildfires!

"A house you can rebuild; a bridge you can restring; a washed-out road you can fill in. But there is nothing you can do about a tree but mourn." Louise Dickinson Rich

Thom Porter (Director) of Craig Tolmie (Chief Deputy) CALFIRE
Jay Jasperse, Chief Engineer Sonoma County Water Agency
Jared Blumenfeld (Secretary) or Kristin Peer (Deputy Secretary) CAL EPA
Senator Bill Dodd, CA State Senate, District 4
Moderator: Andree Johnson, Woodard & Curran, UWI Board Secretary

5:25 Break—Question 5 GAME

**5:35 Virtual Wine Tasting and Tall Tales Story-telling,
Conference Reception**

UWI Board members will share a favorite wine and tell why it is their favorite. Participants will vote on whether the story is true or a tall tale.

Chairman Rossi will report status of the Game!

Day 2 Program: Thursday, February 18, 2021

9:00 Utility General Managers—Town Hall

Meet some General Managers recently appointed. Interactive discussion about being a new GM in the California utility world today.

Larry McKenney, Amador County Water

Sandy Kerl, SDCWA

Rick Callendar, Valley Water

Kevin Hunt, Urban Water Institute, Moderator

9:50 Break—Question 6 GAME

10:00 Potential Impact of implementing SGMA in the San Joaquin Valley:

Up to 1 million acres of productive farmland could be retired, That is up from the 750,000 acres projected in 2019 as the more likely scenario by the Public Policy Institute of California (PPIC). Up to 85,000 jobs will be lost each year, with 45,000 of those being farmers, farmworkers and others ag roles. The unemployment rate will increase by 4% for the region, which is already among the highest rates in the state, and rise to as much as 12%. Wages will take a \$2-billion hit.

Annual farm revenue losses will be \$7.1 billion. The valley's lowest-income communities will take a disproportionately large share of these impacts,...and the worst part is that this will happen every year into perpetuity. (reported in the AgriPulse December 2, 2020)

SGMA Impact on California Agriculture - *To Continue Farming or Not*

Studies reveal an alarming number of acres at Risk of going out of production due to SGMA

Compliance.

David Sunding Ph.D, UC Berkeley- *Confirmed*

What is the problem and how bad is it? Dr. Sunding reports Up to 1 million acres of productive farmland will be retired as a result of SGMA impacts.

Bill Diedrich, Farmer, Chair, San Luis Water District, ACWA Ag Committee Chair
Issues from an active farmer

Jason Gianquinto, GM, Semitropic Water Storage District

SGMA issues and impacts on water banks.

Jason Phillips, CEO, Friant Water Authority, Moderator

10:55 Adaptations to Preserve California Agriculture - *How to survive SGMA and Continue Farming*

The California Ag industry isn't sitting back waiting for the world to change—again. Real Farmers weigh into the discussion.

Scott Hamilton Ph.D., Hamilton Economic Resources and Farmer
San Joaquin Valley Water Blueprint
Eric Evert, GM, Rosedale Rio Bravo Water Storage District
SGMA Management Strategies for the Kern Fan
Steve Etchegaray, Owner Etchegaray Farm; President, Eastern Tule White Area Growers, Inc.
Potential impacts and solutions from a farmer
Jason Phillips, CEO, Friant Water Authority, Moderator

The good news is, there is enough extra water most years to keep the Valley whole.(reported in Water Rights, March 11, 2020) - Is this True?

12:00 John Rossi, Chair UWI Board—Wrap up and Winner of GAME

Board of Directors

Board Chair: John Rossi, Rancho California Board of Directors
Immediate Past Board Chair: Dr. Greg Quist, Rincon del Diablo Municipal Water District

Board Vice Chair: Rich Nagel, Jacobs
Secretary, Andree Johnson, Woodard and Curran
Treasurer: John Thornton, Hunt Thornton Resource Strategies LLC
Executive Director: Ane Deister, Urban Water Institute
Founder: Wayne Clark, Urban Water Institute (1928-2018)

Dick Ackerman – Ackerman Consulting
Alan Boyce – Materra Farming Company
Jim Atkinson – Mesa Water District
Steve Bucknam – Bucknam & Associates
Darcy Burke – Elsinore Valley Municipal Water District
Shivaji Deshmukh – Inland Empire Utilities Agency
Larry Dick – Metropolitan Water District of Southern California
Randy Duncan – Mission Springs Water District
Michael Engelbrecht – Wells Fargo
Sean Fitzgerald – Agendum Ventures
Kathleen Hedberg – Helix Water District
Kevin Hunt – Central Basin Municipal Water District
Andree Hunt-Johnson – BAWSCA
Rob Katherman – Water Replenishment District of Southern California
John Kingsbury – Mountain Counties Water Resources Association
Art Levine – Long Beach Board of Water Commissioners
Gary Martin – Santa Clarita Valley Water Agency
Mary Aileen Matheis – Irvine Ranch Water District
Malissa McKeith – Citizens United for Resources & the Environment
Ed Means – Means Consulting LLC
Craig Miller – Western Municipal Water District
Greg Newmark – Meyers Nave
Jim Noyes – Urban Water Institute
Lisa Ohlund – East Orange County Water District
Fernando Paludi – Trabuco Canyon Water District

David Pedersen – *Las Virgenes Municipal Water District*
Mark Pestrella – *Los Angeles Department of Public Works*
David Pettijohn – *Los Angeles Department of Water & Power*
Jason Phillips – *Friant Water Authority*
Katie Porter – *Brown & Caldwell*
John Rossi – *Rancho California Water Agency*
Patrick Sheilds – *West Basin Municipal Water District*
Tina Shields – *Imperial Irrigation District*
Bob Siemak – *United Water Conservation District*
Tony Solorzano – *Discovery Science Foundation*
Shelley Sorsabal – *Antelope Valley-East Kern Water Agency*
Matt Stone – *Santa Clarita Valley Water Agency*
Ray Tremblay – *Sanitation Districts of Los Angeles County*
Charles Trevino – *Upper San Gabriel Valley Municipal Water District*
Julie Wilcox – *Southern Nevada Water Authority*

Ane Deister

Executive Director

ane.deister@yahoo.com

Joyce Gwidt

Conference Arrangements Director

gwidt@cox.net

Stacy Davis

Director of Administration

stacy@urbanwater.com

The Urban Water Institute is governed by a volunteer board of directors drawn from hands-on policy makers, elected officials & industry leaders who are active in the water resources industry.

THANK YOU TO OUR SPONSORS

A SPECIAL THANK YOU TO OUR PATRON & SUSTAINING MEMBERS

Patron Members:

ARCADIS U.S., Inc. • Mesa Water District • Metropolitan Water District of Southern California

Sustaining Members:

Brown & Caldwell • Eastern Municipal Water District • GEOSCIENCE Support Services, Inc. • Hazen and Sawyer • Imperial Irrigation District • Inland Empire Utilities Agency • Lewis Operating • Los Angeles County Department of Public Works • Los Angeles Department of Water & Power • Meyers Nave • PACE - Advanced Water Engineering • PERC Water Corp • Riverside County • Santa Clarita Valley Water Agency • Southern Nevada Water Authority • Sweetwater Authority • United Water Conservation District • Wells Fargo Public Finance



Hotel and Travel Accommodations

Event Name/Date:

WEF "GRA Virtual Conference: The Future of Water"/February 23 and 24, 2021

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



February 23, 2021 - 8:30am - 1:00pm | February 24, 2021 - 8:30am - 1:00pm

GRA VIRTUAL CONFERENCE: THE FUTURE OF WATER

Water resiliency depends on constant improvement, risk taking, and collaboration. Join us February 23rd and 24th 2021 to learn leading edge technology and new or future methods for monitoring, remote sensing, communication, modeling, data science, water quality threats, water planning and water markets.

RELATED LINKS

The water industry is constantly changing. What are the new and innovative ways professionals are measuring, predicting, and communicating about water? How will they change in the future?

Water resiliency depends on constant improvement, risk taking, and collaboration. Join us February 23rd and 24th 2021 to learn leading edge technology and new or future methods for monitoring, remote sensing, communication, modeling, data science, water quality threats, water planning and water markets.

The curated program for this conference will educate, engage, and inform both technical experts and water managers alike.

In addition to the technical content of the program there will be opportunities to network. This will be a virtual event using the same software platform used in our Western Groundwater Congress. The Virtual Exhibit Hall will be available for attendees to explore and make contact with exhibitors and there will be networking opportunities.

Make your plans now to join us for morning sessions on both February 23rd and 24th next year. View the draft agenda below.

DRAFT AGENDA

KEYNOTE PRESENTATIONS

Tuesday, February 23, 2021

"FOSTERING INNOVATION IN WATER"



Kim Baker, Director of Innovation at Elemental Excelsior

Kim works directly with Elemental Excelerator's water portfolio companies and partners.

At The Future of Water event Kim will facilitate a live discussion on fostering innovation and industry trends.

Wednesday, February 24, 2021

"A VISION FOR STATE-WIDE AIRBORNE ELECTROMAGNETIC IMAGING OF AQUIFER SYSTEMS"



Rosemary Knight,
George L. Harrington Professor in the School of Earth Sciences, Stanford University

CONFERENCE SESSION/TOPIC AREAS

- Trends in Water and Environmental Land Transactions
- PFAs and the Forever Chemicals
- Visualization to Communicate
- Data Management
- Remote Sensing, Monitoring, and Controls
- Data Science
- Groundwater in a Changing Climate
- Optimizing Current Infrastructure for Water Supply

STUDENT MEMBER SCHOLARSHIP OPPORTUNITIES

Are you a student interested in attending this event but need financial assistance? Reach out to your local branch to inquire about a scholarship or contact Sarah Erck, GRA Administrative Director.

SPONSORSHIP OPPORTUNITIES

Is your organization interested in opportunities to sponsor or exhibit at this virtual event?

[Click here for more information and registration.](#)

DATE AND TIME

Tue, Feb. 23 - Wed, Feb. 24, 2021

8:30 a.m. - 1 p.m.

(GMT-0800) America/Los_Angeles

LOCATION

A Virtual Event

Login instructions for registered attendees will be distributed one business day prior to the event's start date.

Non-Member registration will increase on 1/1/2021, register early for the best rates!

PRICING

GRA Member Registration

\$195.00

(ends 02/20/2021)

Speaker Registration

\$87.50

(ends 02/20/2021)

Student/Retiree Member Registration

\$50.00

(ends 02/20/2021)

Single-Day GRA Member Registration

\$112.00

(ends 02/20/2021)

Single-Day Student/Retiree Member Registration

\$37.50

(ends 02/20/2021)

Non-Member Registration

\$390.00

(ends 02/20/2021)

Single-Day Non-Member Registration

\$162.50

(ends 02/20/2021)

REGISTER [Become a member](#)

Group(s): GRA

DATE AND TIME

Tue, Feb. 23 - Wed, Feb. 24, 2021

8:30 a.m. - 1 p.m.

(GMT-0800) America/Los_Angeles

LOCATION

A Virtual Event

Login instructions for registered attendees will be distributed one business day prior to the event's start date.

Non-Member registration will increase on 1/1/2021, register early for the best rates!

PRICING

GRA Member Registration

\$195.00

(ends 02/20/2021)

Speaker Registration

\$87.50

(ends 02/20/2021)

Student/Retiree Member Registration

\$50.00

(ends 02/20/2021)

Single-Day GRA Member Registration

\$112.00

(ends 02/20/2021)

Single-Day Student/Retiree Member Registration

\$37.50

(ends 02/20/2021)

Non-Member Registration

\$390.00

(ends 02/20/2021)

Single-Day Non-Member Registration

\$162.50

(ends 02/20/2021)

PRICING INFORMATION

GRA Member Registration Available Before: Feb 20 12:00 PM Price: \$195.00	Register Now
Speaker Registration Available Before: Feb 20 12:00 PM Price: \$87.50	Register Now
Student/Retiree Member Registration Available Before: Feb 20 12:00 PM Price: \$50.00	Register Now
Single-Day GRA Member Registration Available Before: Feb 20 12:00 PM Price: \$112.00	Register Now
Single-Day Student/Retiree Member Registration Available Before: Feb 20 12:00 PM Price: \$37.50	Register Now
Non-Member Registration Available Before: Feb 20 12:00 PM Price: \$390.00	Register Now
Single-Day Non-Member Registration	

Available Before: Feb 20 12:00 PM

Price: \$162.50

[Register Now](#)

MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE PALMDALE WATER DISTRICT, DECEMBER 16, 2020:

A meeting of the Personnel Committee of the Palmdale Water District was held Wednesday, December 16, 2020, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office and via teleconference. Chair Dizmang called the meeting to order at 1:14 p.m.

1) Roll Call.

Attendance:

Committee:

Gloria Dizmang, Chair

Kathy Mac Laren-Gomez,

Committee Member (via teleconf.)

Others Present:

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Amberrose Merino, PWD Director (via teleconf.)

Mike Williams, Finance Manager (via teleconf.)

Jennifer Emery, Human Resources Director (via teleconf.)

Judy Shay, Public Affairs Director (via teleconf.)

Chris Bligh, Facilities Manager (via teleconf.)

Dennis Hoffmeyer, Accounting Spvsr. (via teleconf.)

Dawn Deans, Executive Assistant (via teleconf.)

3 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Mac Laren-Gomez, seconded by Chair Dizmang, 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 September 16, 2020.

It was moved by Committee Member Mac Laren-Gomez, seconded by Chair Dizmang, and unanimously carried by all members of the Committee present at the

meeting to approve the minutes of the Personnel Committee meeting held September 16, 2020, as written.

4.2) Consideration and Possible Action on Approval of Revision to Organizational Chart Moving the Purchasing Technician Positions From the Facilities Department to the Finance Department and Approval of Updated Purchasing Technician Job Descriptions. (No Budget Impact – Human Resources Director Emery)

Human Resources Director Emery provided an overview of the proposed revision to the Organizational Chart moving the Purchasing Technician positions to the Finance Department after which it was moved by Committee Member Mac Laren-Gomez, seconded by Chair Dizmang, and unanimously carried by all members of the Committee present at the meeting that the Committee concurs with staff's recommendation to approve the revision to the Organizational Chart moving the Purchasing Technician positions from the Facilities Department to the Finance Department and approve the updated Purchasing Technician job descriptions and that this item be considered by the full Board at the January 11, 2021 Regular Board Meeting.

5) Reports:

5.1) Human Resources Director Emery:

a) Personnel Policy Effects of COVID-19 Event.

Human Resources Director Emery reported that the District's Coronavirus Disease (COVID-19) Pandemic Response Plan (Plan) has been effective; that some employees are testing positive but there has been no spread within the District; and that the Plan will be presented to the Board for further review as updates are required followed by discussion of COVID-19 testing sites.

6) Board Members' Requests for Future Agenda Items.

General Manager LaMoreaux recommended a future agenda item for "Discussion of the District's policy regarding medical benefits."

Human Resources Director Emery recommended a future agenda item for "Discussion of goals for the District's Internship Program."

After a brief discussion, a future agenda item was recommended for "Discussion of the availability of the COVID-19 vaccine to District staff."

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 January 20, 2021 at 1:00 p.m.

8) Adjournment.

There being no further business to come before the Personnel Committee, the meeting was adjourned at 1:30 p.m.



Chair