



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

March 24, 2022

BOARD OF DIRECTORS

AMBERROSE MERINO

Division 1

DON WILSON

Division 2

GLORIA DIZMANG

Division 3

KATHY MAC LAREN-GOMEZ

Division 4

VINCENT DINO

Division 5

**AGENDA FOR A MEETING
OF THE PERSONNEL COMMITTEE
OF THE PALMDALE WATER DISTRICT
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE
OR VIA TELECONFERENCE**
Committee Members: Kathy Mac Laren-Gomez-Chair, Vincent Dino

FOR THE PUBLIC: VIA TELECONFERENCE ONLY
DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 985-183-037#
Submit Public Comments at: <https://www.gomeet.com/985-183-037>

**TUESDAY, MARCH 29, 2022
4:00 p.m.**

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

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 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 February 8, 2022.
- 4.2) Consideration and possible action on an Agreement for Professional Services between the District and Tiana Sanchez International, LLC for Coaching Program and Training for District Staff. (\$25,000.00 – Budgeted – Budget Item No. 1-02-5070-007 – Assistant General Manager Ly)
- 4.3) Consideration and possible action on a recommendation to replace the waiver stipend with a Medical Insurance Coverage Policy for Directors. (Budget Amount to be Determined – General Manager LaMoreaux)
- 5) Reports.
 - 5.1) Human Resources Director Barragan-Garcia:
 - a) Personnel policy effects of COVID-19 event.
- 6) Board members' requests for future agenda items.
- 7) Date of next Committee meeting.
- 8) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: March 21, 2022 **March 29, 2022**
TO: PERSONNEL COMMITTEE **Committee Meeting**
FROM: Adam Ly, Assistant General Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 4.2 – CONSIDERATION AND POSSIBLE ACTION ON AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DISTRICT AND TIANA SANCHEZ INTERNATIONAL, LLC FOR COACHING PROGRAM AND TRAINING FOR DISTRICT STAFF. (\$25,000.00 – BUDGETED – BUDGET ITEM NO. 1-02-5070-007 – ASSISTANT GENERAL MANAGER LY)***

Recommendation:

Staff recommends that the Personnel Committee approve the Agreement for Professional Services Between the District and Tiana Sanchez International, LLC for Coaching Program and Training for District Staff.

Alternative Options:

The alternative is to not approve the training.

Impact of Taking No Action:

Staff will rely on other vendors and contractors to provide the necessary development needed.

Background:

The District would like to continue our succession planning and preparation. The training will help prepare our staff to assess and develop solutions that will build inclusion and improve the work culture of the District. This is a 12-month program that relies mostly on virtual media.

Strategic Plan Initiative/Mission Statement:

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

Budget:

This item is budgeted for \$25,000.00 under Budget Item No. 1-02-5070-007.

Supporting Documents:

- Proposal from Tiana Sanchez International, LLC.

March 9, 2022

Adam Ly
Assistant General Manager
Palmdale Water District
2029 East Avenue Q,
Palmdale, CA 93550

Subject: Professional Coaching

Dear Adam,

I am pleased to provide you with the following service agreement for approval. The information below outlines the **Milestones Coaching Program**. Work will be implemented upon countersign of this agreement and approval of a mutually agreeable schedule.

Milestones Course Description

A twelve-month, individualized, one-on-one coaching program that includes up to four (4) hours of coaching per month per individual, one (1) leadership assessment, quarterly check-ins with the participant's direct supervisor.

Scope of Work

- **Pre-Coaching:** Administration of the **360 Degree assessment**. Schedule one hour to review results with the participant. Provide access code and login to the virtual platform.
- **Initial Session:** Clarify objectives, clarify the role of the participant and the role of the coach. The coach will set the agenda for the initial session. The participant will set the agenda thereafter. Assessment results will be provided and discussed.
- **Monthly:** Schedule one month of sessions in advance. The participant will receive up to four (4) hours of dedicated one-on-one coaching per month. Sessions will occur virtually by phone or zoom.
- **Every 3 Months:** Schedule a mid-point meeting with the direct Supervisor of the participant and an end-of-coaching meeting to highlight insights and progress made including goals, achievement of goals, leadership effectiveness, behavior changes, actions taken, and outcomes.

Pricing

Coaching will be delivered in 60 to 90-minute sessions by phone or zoom. Weekly sessions are recommended for the first three months and bi-monthly sessions thereafter or more frequently as the need dictates.

| DESCRIPTION | DATE | PRICE |
|---|------------|---------------------|
| MONTHLY COACHING PROGRAM: 2-4 hours of coaching for one participant per month for 12 months. <i>*Cost is broken down into twelve payments of \$2,000 per month.</i> | Monthly | \$24,000 |
| 360 DEGREE ASSESSMENT: A 360 Assessment. <u>One-time fee.</u> An estimated cost of assessment is between \$700 - \$1200 per person. <i>*Actual cost from supplier of the assessment so the cost is contingent upon the supplier.</i> | April 2021 | \$700 - \$1200 |
| REVIEW and EVALUATION: Quarterly virtual meeting with the participant's direct supervisor. | Quarterly | included |
| Total cost of services and cost of goods. | | \$24,700 - \$25,200 |

Progress Billing Plan

| | Invoice Amount | Invoice Date | Invoice Due |
|-------------------------|----------------|--------------|--------------|
| Progress Billing One | \$2000.00 | April 1 | April 30 |
| Progress Billing Two | \$2000.00 | May 1 | May 31 |
| Progress Billing Three | \$2000.00 | June 1 | June 30 |
| Progress Billing Four | \$2000.00 | July 1 | July 31 |
| Progress Billing Five | \$2000.00 | August 1 | August 30 |
| Progress Billing Six | \$2000.00 | September 1 | September 30 |
| Progress Billing Seven | \$2000.00 | October 1 | October 31 |
| Progress Billing Eight | \$2000.00 | November 1 | November 30 |
| Progress Billing Nine | \$2000.00 | December 1 | December 31 |
| Progress Billing Ten | \$2000.00 | January 1 | January 31 |
| Progress Billing Eleven | \$2000.00 | February 1 | February 28 |
| Progress Billing Twelve | \$2000.00 | March 1 | March 31 |

This agreement is made between Tiana Sanchez International, LLC ("Company") and Palmdale Water District ("Client")

Scope of Services/Payment: Client hereby agrees to a total investment of \$24,000 and a one-time assessment fee based on 12 months of coaching. The coaching process is scheduled to commence in April 2022 and end in March 2023.

The Client will be invoiced upon the signing of this agreement with first of twelve installments due 30 days after issue. Monthly payment options are available upon request. Acceptable forms of payment are direct deposit, bank transfer, or paper check made payable to the business name and mailed to the business address. Client agrees to provide on-site or off-site location for monthly training sessions. Client is responsible for coordinating, communicating, and scheduling training sessions in conjunction with the Company. If you wish to reschedule a training session, please email tiana@nolimit2yoursuccess.com within a 48-hour window prior to the scheduled session.

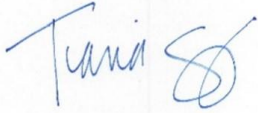
Waiver. This is a service contract. All warranties set forth in this Agreement are in lieu of all other warranties, express or implied, including, without limitation, any warranties of merchantability or appropriateness for a particular purpose. Company warrants the services will be rendered in a professional manner. In no event, will Company's liability of any kind include any special, incidental, or consequential damages, i.e., damages for lost data, profits, and increased business expenses, even if Company has knowledge of such potential loss or damages. Company will disclose any knowledge of issues to Client. Client acknowledges that Company is not responsible for the results obtained by the Client when using any of Company's services. Client waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Company as set forth herein. No action, regardless of form, arising out of the services rendered, under the Agreement, may be brought by either party more than one year after the cause of action has occurred. In no event shall Company be held liable for consequential damages.

Relationship. Notwithstanding any provision hereof, Company is an independent contractor and is not an employee, agent, partner, or joint ventures of Client and shall not bind nor attempt to bind Client to any contract. Company shall accept any directions issued by Client pertaining to the goals to be attained and the results to be achieved by Company, but Company shall be solely responsible for the manner and hours in which the services are performed under this Agreement.

Attorneys' Fees. If any legal action is brought by Company to recover amounts due under this Agreement, Company shall be entitled to recover reasonable collection costs incurred, including but not limited to, attorneys' fees.

Thank you for partnering with Tiana Sanchez International, LLC for your coaching and development needs. Review the terms of the proposal and sign where indicated. Please contact me directly with any questions at 800.349.0941.

Respectfully Submitted by:

A handwritten signature in blue ink that reads "Tiana" followed by a stylized monogram.

Tiana Sanchez, CEO
9668 Milliken Ave Ste. 104-131
Rancho Cucamonga, CA 91730
EIN: 81-4200193
Date: 03/09/2022

Accepted by:

Adam Ly
Assistant General Manager
Palmdale Water District
2029 East Avenue Q,
Palmdale, CA 93550
Date:

PERSONNEL COMMITTEE
PALMDALE WATER DISTRICT

From: Mr. Dennis D. LaMoreaux, General Manager

March 23, 2022

will be funded by the District up to the monthly maximum contributed for full-time employees. The premiums will be funded from the Board of Directors' Health Insurance budget.

Directors with independent medical insurance coverage will be reimbursed for the monthly premium cost to the Director up to the monthly maximum contributed for full-time employees. The Director must submit official documentation, such as paid invoices, for the medical insurance coverage and the premium costs. If medical insurance coverage is through a spouse's employer, or from other active or former employment, the Director may submit monthly proof of any premium not paid by the other provider for reimbursement up to the District's monthly maximum contribution. The reimbursement will be funded from the Board of Directors' Health Insurance budget.

Background:

A few months ago, Director Dino correctly raised the issue of Directors with independent medical insurance being treated differently than Directors with medical coverage through the District's carrier. Directors receiving coverage through the District's carrier have no out-of-pocket premium costs while Directors with independent coverage are paying the premium cost. At the regular meeting held on February 28, 2022, the Board of Directors approved using the same waiver stipend that is made available to full-time employees for not using medical coverage from the District's carrier to address that difference. This was a split decision of the Board.

The use of the waiver stipend as a solution to the difference in providing medical insurance coverage has been more closely reviewed since February 28, 2022. The review found the following information:

1. The waiver stipend represents a cost savings to the District when used for a full-time employee. This is because the District's medical insurance carrier requires the District to provide medical insurance to all full-time employees. With proof of other medical insurance coverage, a limited number of employees can instead receive the waiver stipend. This represents a cost-saving for the District.
2. Medical insurance coverage for Directors is not required by the District's carrier. Choosing this coverage is voluntary for Directors. Therefore, paying a waiver stipend does not represent a cost savings for the District.
3. The amount of the waiver stipend is based on surveying other similar agencies. It is not based on independent medical insurance coverage premium costs.

4. The waiver stipend can only be sought during the annual open enrollment period.
5. The waiver stipend agreement strictly prohibits any retroactive payments.

Discussion:

Using the waiver stipend available to full-time employees for not using medical insurance coverage from the District's carrier is a step toward addressing the issue raised by Director Dino. However, there are several concerns about that approach as shown above. Staff recommends the draft policy as a more thorough approach to addressing the difference in how Directors obtain medical insurance coverage for the following reasons:

1. The draft policy focuses on having medical insurance coverage available for Directors while serving on the Board of Directors. This focus has not been clearly made in the past.
2. A Director will be able to choose how to obtain medical insurance coverage, through the District's carrier or through an independent carrier, with no out-of-pocket premium cost to the Director up to the monthly maximum contributed for full-time employees.
3. As stated above, the employee waiver stipend amount is the result of an industry practice and is not associated with actual medical insurance coverage premium costs. The draft policy will allow a Director to be reimbursed for the actual premium cost of independent medical insurance coverage. This amount is very likely either more or less than the waiver stipend amount used for employees.
4. As a reimbursement, the independent medical insurance premium amount available to a Director will be funded through the Directors' Health Insurance budget and will not count against the monthly compensation limit for meetings.
5. Reimbursements, with proper documentation, can begin as soon as the policy is approved by the Board of Directors.
6. This approach is successfully used by Eastern Municipal Water District rather than a set waiver stipend amount.

March 23, 2022

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 2 – Organizational Excellence.

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

Budget:

The budget impact for this item remains to be determined.

Supporting Documents:

On the next page is a Comparison Chart of water agencies’ practice regarding a medical waiver stipend and the eligibility for the Board of Directors to be able to receive the stipend. Out of twelve (12) water agencies, seven (7) offer a stipend in lieu of opting out of medical coverage, and of those seven (7) agencies, two (2) extend a form of this option to the Board of Directors.

| Water Agency | Offer Medical Waiver Stipend | Board of Director eligible |
|--|-------------------------------------|-----------------------------------|
| Palmdale Water District | Yes | No |
| <i>Cucamonga Valley Water District</i> | Yes | No |
| <i>Las Virgenes Municipal Water District</i> | No | N/A |
| <i>Yorba Linda Water District</i> | No | N/A |
| <i>Olivenhain Municipal Water District</i> | No | N/A |
| <i>Western Municipal Water District</i> | Yes | N/A |
| <i>Santa Clarita Valley Water Agency</i> | Yes | |
| <i>Desert Water Agency</i> | No | N/A |
| <i>Eastern Municipal Water District</i> | Yes | Yes |
| <i>Mesa Consolidated Water District</i> | Yes | No |
| <i>Rancho California Water District</i> | Yes | No |
| <i>Walnut Valley Water District</i> | No | N/A |
| <i>Padre Dam Municipal Water District</i> | Yes | Yes |

PWD Rules and Regulations

Article 4.07.6 - Director Medical Insurance Coverage

The District desires to provide resources to Directors for access to medical insurance coverage while serving on the Board of Directors. A Director may either obtain coverage through the District's medical insurance carrier or obtain medical insurance coverage independently. The District's medical insurance coverage is defined as medical, dental, and vision coverage. The Directors may elect dental and vision coverage independently of the coverage chosen for medical insurance.

Directors choosing medical insurance coverage for themselves and their dependents through the District's carrier are subject to the eligibility requirements of the carrier. The coverage will be implemented based on the Director's application and carrier's procedures and will be funded by the District up to the monthly maximum contributed for full-time employees. The premiums will be funded from the Board of Directors' Health Insurance budget.

Directors with independent medical insurance coverage will be reimbursed for the monthly premium cost to the Director up to the monthly maximum contributed for full-time employees. The Director must submit official documentation, such as paid invoices, for the medical insurance coverage and the premium costs. If medical insurance coverage is through a spouse's employer, or from other active or former employment, the Director may submit monthly proof of any premium not paid by the other provider for reimbursement up to the District's monthly maximum contribution. The reimbursement will be funded from the Board of Directors' Health Insurance budget.