



PALMDALE WATER DISTRICT

A CENTURY OF SERVICE

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

VINCENT DINO
Division 5

November 9, 2022

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

FOR THE PUBLIC: VIA TELECONFERENCE ONLY

DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 269-180-253#

Submit Public Comments at: <https://www.gomeet.com/269-180-253>

MONDAY, NOVEMBER 14, 2022

6:00 p.m.

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDER LLP
Attorneys

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

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

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

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

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

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

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



- 4) Public comments for non-agenda items.
- 5) Presentations:
 - 5.1) None at this time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of minutes of Regular Board Meeting held October 24, 2022.
 - 6.2) Payment of bills for November 14, 2022.
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and possible action on approval of 2023 Budget. (Finance Manager Hoffmeyer)
 - 7.2) Consideration and possible action on authorizing staff to enter into a contract with J. Vega Engineering, Inc. for construction of the water main replacement project in Avenue R and 12th Street East. (\$119,230.00 Not-to-Exceed – Budgeted – W.O. No. 22-617 – Engineering Manager Rogers)
 - 7.3) Consideration and possible action on approval of Board of Directors Handbook and Reference Guide. (No Budget Impact – General Manager LaMoreaux/Ad Hoc Director Handbook/Reference Guide Committee-Director Wilson/Director Kellerman)
 - 7.4) Consideration and possible action on 2023 District membership in the California Foundation on the Environment and the Economy (CFEE). (\$21,000.00 – Budgeted – Budget Item No. 1-02-5070-011 – General Manager LaMoreaux)
 - 7.5) Consideration and possible action on authorizing staff to enter into a contract with Paycor for a Human Resources/Payroll System. (\$32,000.00 not-to-exceed – Budgeted 2023 – Finance Manager Hoffmeyer/Finance Committee)
 - 7.6) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2022 Budget:
 - a) None at this time.
- 8) Information Items:
 - 8.1) Reports of Directors:
 - a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency (AVEK) – October 25 and November 8. (Director Dino/Director Mac Laren-Gomez, Alt.)

- 2) Environmental Restoration Advisory Board (ERAB) – October 26.
(Director Wilson/Director Dino, Alt.)
 - 3) Special Finance Committee – November 2. (Director Wilson,
Chair/President Dizmang)
 - b) General Meetings Reports of Directors.
- 8.2) Report of General Manager.
- a) Department Presentations:
 - 1) Resource and Analytics Department. (Resource and Analytics
Director Thompson II)
 - 2) Facilities Department. (Facilities Manager Bligh)
- 8.3) Report of General Counsel.
- 9) Board members' requests for future agenda items.
- 10) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: November 8, 2022 **November 14, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Dennis J. Hoffmeyer, Finance Manager/CFO
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF 2023 BUDGET. (FINANCE MANAGER HOFFMEYER/FINANCE COMMITTEE)***

Recommendation:

Staff and the Finance Committee recommend the Board approve the 2023 Budget.

Alternative Options:

The Board can choose to further discuss the 2023 Budget.

Impact of Taking No Action:

If the Board takes no action, the 2023 Budget will continue to be presented to the full Board for consideration and approval.

Background:

Attached is the 2023 Budget presented in summary form (page 1) as an overview for general discussion.

- The revenue is based on selling 14,500 AF of water. This is revised from the projections out of the 2019 Water Rate Study. This amount is based on the State's 20% mandatory water conservation.
- Operating revenue is preliminarily budgeted at \$32,599,000, which is \$851,400 higher (2.68%) than the 2022 budgeted figure.
- Operating expense is preliminarily budgeted at \$29,863,436, which is \$2,330,457 higher (8.47%) than the 2022 budgeted figure.
- Personnel expense accounts for \$1,754,613 of the \$2,330,457 increase. The personnel expense includes a 7.0% COLA, step and merit increases, and increased CalPERS and healthcare expenses. This also factors in the additional costs associated with added positions approved on October 24, 2022 and potential changes to the Finance Department staffing (unapproved).

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

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November 8, 2022

- Departmental operating expense accounts for \$575,844 of the operating expense increase mostly related to water production.
- The cash flow (page 3) has been adjusted to current assumptions for related revenue and expenses for the remainder of CY 2022. Finance has allocated a \$100,000 transfer in December to the Rate Stabilization Fund. We are projecting year end cash for CY 2022 at \$12,885,750.
- The CY 2023 cash flow has assumptions based on revenues and operating expenses yielding net cash of \$2,160,564. This also includes assessments received of \$10,000,000 and potential capital improvement fees received of \$550,000.
- The line labeled Payments for the State Water Project has two components making up the \$6,598,816. The breakdown has the fixed capital costs from DWR of \$4,599,371 and \$1,999,445 (estimated) for the Table A transfer allotment from the Butte County Agreement.
- Finance has initial capital project allocation of \$1,755,716 for acquisition costs and \$400,000 as plant expenditures. The latter portion is part of the operating expense due to the expenditures being non-depreciable and not meeting the District's capital asset policy requirements.
- Shown at the bottom of the cash flow is the District's Capital Funding which consists of approximately \$5.95M in remaining bond proceeds (YE 2022). These funds will continue to be utilized for those projects that were identified at the time of issuance of the bonds. The District is slated to go out for an additional \$13.0M in bond funds in CY2023 to finish the equipping of Well 36 and to start the Pure Water AV demonstration facility.
- Projected YE 2023 operating cash has been adjusted from the projected actual identified in the 2019 Water Rate Study report to the amount of \$12,886,500. This is mainly due to increased operational costs and reduced water usage related to the mandatory drought restrictions. Staff will continue to work on adhering to the plan established under the report and any additional funding received over and above this figure will go to reserve building.
- Pages 4 and 5 is the Summary of Revenues and Expenditures for the 2023 Budget and 2022 Projected.
- Pages 6 through 9 contain the 2023 Budget – Funds Analysis for the 2023 Budget (Proposed), 2022 Estimated End of Year (Projected), 2022 Budget (as Approved), and 2021 End of Year (Actual).
- Pages 10 through 30 contain both the summary and detailed departmental budgets.
- Pages 31 through 35 contain preliminary capital projects and plant expenditures. Staff is still working on the final listing to match the potential funds available. This will be revised in the final approved budget document.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

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November 8, 2022

Additional Information:

Staff has completed a review of Resolution No. 19-15, item number 4. In this item, there are six parameters that are part of the annual budget process. If a “Yes” answer from District staff’s analysis for any four (4) parameters occurs, this would allow for the consideration of a reduced water rate adjustment, provided the reduced water rate adjustment continues to satisfy the same “Yes” parameters:

Parameters:

- a. Do the District’s projected reserves at the end of the year meet or exceed the target reserve level of \$16.4M as stated in the 2019 Water Rate Plan for the end of year?
Projected 2022 – No
Proposed 2023 – No
- b. Are projects funded at a level that is equal to the year’s depreciation while maintaining a minimum reserve level of \$10.0M as presented in the 2019 Water Rate Plan?
Projected 2022 – No
Proposed 2023 – No
- c. Has an annual Rate Stabilization Fund contribution been made that is equal to or greater than one percent (1%) of the prior year’s total revenue?
No – 1% would be \$303,612 for 2022.
- d. Is the projected Debt Coverage Ratio for the subject year and each of the remaining years adequate to meet current and proposed bond covenants?
Yes – Our current bond covenants are at 1.1x, and we are presently at 2.09x as of September 30, 2022.
- e. Has the District’s bond rating been re-evaluated to and maintained at AA or higher by either Standard & Poor’s or Fitch rating agencies?
No – Currently we are still below the AA requirement.
- f. Has the District’s outstanding debt been reduced as follows:
2017 Capital Lease – In Entirety: Yes, the last payment was made in January 2022.
2012 Private Placement – In Entirety: No, last payment will be made in 2024.
Series 2013A Revenue Bond Issue – No

PALMDALE WATER DISTRICT
2023 BUDGET (14,500 Acre Foot)

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2022	2021	2020	2019
Operating Revenue						
Wholesale Water (AVEK & LCID)	425,000	450,000	500,000	561,298	467,776	524,847
Retail Water	30,974,000	29,141,500	30,347,600	28,804,109	26,159,016	23,647,991
Other Operating Revenue	1,200,000	1,276,000	900,000	995,791	926,428	992,810
	<u>32,599,000</u>	<u>30,867,500</u>	<u>31,747,600</u>	<u>30,361,197</u>	<u>27,553,220</u>	<u>25,165,648</u>
Operating Expenses						
Departmental Salaries (Includes Overtime)	10,806,750	9,551,147	9,535,244	9,388,064	9,160,665	8,638,227
Departmental Taxes & Program Benefits	1,180,750	1,066,196	1,100,080	957,410	1,067,338	1,013,568
Departmental Healthcare	1,706,070	1,623,787	1,509,250	1,610,037	1,563,101	1,513,701
Departmental CalPERS	2,022,882	1,767,129	1,836,263	1,655,630	1,560,246	1,383,347
Departmental Personnel Expenses	15,716,452	14,008,260	13,980,837	13,611,142	13,351,350	12,548,844
Departmental Operating Expenses	10,341,984	9,288,376	8,309,915	8,546,454	7,345,875	7,608,386
Water Purchases & Recovery (OAP Included)	2,455,000	1,998,375	3,402,921	4,695,603	2,074,943	2,139,779
Water Quality (GAC Media)	750,000	435,600	750,000	589,415	220,572	439,601
Littlerock Dam Sediment Removal Project	200,000	2,794,000	600,000	-	-	-
Plant Expenditures	400,000	160,000	488,305	270,233	196,783	120,745
Cash Expenses	29,863,436	28,684,611	27,531,979	27,712,847	23,189,522	22,857,354
Non-Cash Expenses	6,225,000	6,090,000	6,025,000	5,580,905	6,290,860	6,085,977
Net Operating Income/(Loss)	<u>(3,489,436)</u>	<u>(3,907,111)</u>	<u>(1,809,379)</u>	<u>(2,932,555)</u>	<u>(1,927,162)</u>	<u>(3,777,683)</u>
Non-operating Revenues	11,980,000	11,754,990	8,580,000	12,054,575	9,371,277	9,141,055
Non-operating Expenses	6,635,351	3,295,165	6,076,030	5,324,625	5,877,434	5,531,889
Net Non-operating Income/(Loss)	<u>5,344,649</u>	<u>8,459,825</u>	<u>2,503,970</u>	<u>6,729,950</u>	<u>3,493,843</u>	<u>3,609,166</u>
Net Earnings(Loss)	<u>1,855,213</u>	<u>4,552,714</u>	<u>694,591</u>	<u>3,797,395</u>	<u>1,566,681</u>	<u>(168,517)</u>

**PALMDALE WATER DISTRICT
2023 BUDGET (14,500 Acre Foot)**

	BUDGET 2023	PROJECTED 2022	BUDGET ¹ 2022	ACTUAL 2021	ACTUAL 2020	ACTUAL 2019
Operating Revenue						
Wholesale Water (AVEK & LCID)	425,000	450,000	500,000	561,298	467,776	524,847
Water Sales	11,884,000	11,350,000	12,615,350	12,501,007	11,138,571	8,583,797
Meter Fees	18,140,000	16,800,000	16,490,000	15,218,790	13,832,147	13,967,724
Water Quality Fees	600,000	629,500	851,700	704,782	824,429	760,376
Elevation Fees	350,000	362,000	390,550	379,529	363,869	336,093
Other	1,200,000	1,276,000	900,000	995,791	926,428	992,810
	<u>32,599,000</u>	<u>30,867,500</u>	<u>31,747,600</u>	<u>30,361,197</u>	<u>27,553,220</u>	<u>25,165,648</u>
Operating Expenses						
Directors	164,124	149,436	162,914	139,057	90,695	115,958
Administration	5,028,764	4,633,371	4,683,935	4,420,240	4,309,624	4,100,699
Engineering	1,964,775	1,640,162	1,667,211	1,552,263	1,596,160	1,708,963
Facilities	8,461,136	7,655,836	6,278,142	7,158,094	6,560,658	6,341,115
Operations	3,787,623	3,552,887	3,578,644	3,426,680	3,308,087	3,421,758
Finance	1,966,077	1,822,066	1,696,930	1,799,510	1,365,372	1,259,199
Water-Use Efficiency	354,172	279,173	406,847	252,480	253,009	383,933
Human Resources	734,412	481,068	535,607	499,511	446,718	487,087
Information Technology	1,981,477	1,622,521	1,825,946	1,546,425	1,383,052	994,857
Customer Care	1,615,876	1,460,115	1,454,576	1,363,337	1,383,851	1,343,660
Water Purchases	2,400,000	2,000,000	3,403,964	\$4,719,411	2,086,760	2,019,787
OAP Chrg (Prior Year)	25,000	(645)	25,000	(\$23,103)	(8,399)	(7,294)
Water Recovery	30,000	(980)	(26,043)	(\$705)	(3,418)	127,286
Water Quality (GAC Media)	750,000	435,600	750,000	\$589,415	220,572	439,601
Littlerock Dam Sediment Removal Project	200,000	2,794,000	600,000	\$626,846	-	-
Plant Expenditures	400,000	160,000	488,305	\$270,233	196,783	120,745
Cash Expenses	<u>29,863,436</u>	<u>28,684,611</u>	<u>27,531,979</u>	<u>28,339,693</u>	<u>23,189,522</u>	<u>22,857,354</u>
Depreciation	5,250,000	5,175,000	5,050,000	5,270,174	5,144,969	5,257,262
Post-Employment Benefit (GASB 75)	1,600,000	1,530,000	1,600,000	920,142	1,880,773	1,983,447
Bad Debts	25,000	5,000	125,000	6,477	19,520	15,258
Service Costs Construction	450,000	490,000	150,000	294,667	269,575	190,777
Capitalized Construction	(1,100,000)	(1,110,000)	(900,000)	(910,555)	(1,023,978)	(1,360,768)
Non-Cash Expenses	<u>6,225,000</u>	<u>6,090,000</u>	<u>6,025,000</u>	<u>5,580,905</u>	<u>6,290,860</u>	<u>6,085,977</u>
Net Operating Income/(Loss)	<u>(3,489,436)</u>	<u>(3,907,111)</u>	<u>(1,809,379)</u>	<u>(3,559,401)</u>	<u>(1,927,162)</u>	<u>(3,777,683)</u>
Non-operating Revenues						
Assessments (Debt Service)	7,000,000	6,350,000	5,400,000	5,179,076	5,194,911	4,790,480
Assessments (1%)	2,500,000	2,506,000	1,750,000	1,660,944	1,678,388	1,783,332
Successor Agency Component (Prop Tax)	500,000	836,500	450,000	840,880	731,045	724,594
DWR Fixed Charge Recovery	175,000	349,339	175,000	368,950	299,879	247,469
Interest	130,000	128,000	130,000	121,220	154,869	366,283
Market Adj. on Investments	-	(104,000)	-	(122,287)	15,891	85,548
Capital Improvement Fees	550,000	1,576,651	550,000	3,369,397	1,235,438	984,101
Grants - State & Federal	1,100,000	54,000	75,000	468,798	-	9,185
Sale of Real Property	-	-	-	-	-	-
Other	25,000	58,500	50,000	167,597	60,857	150,062
	<u>11,980,000</u>	<u>11,754,990</u>	<u>8,580,000</u>	<u>12,054,575</u>	<u>9,371,277</u>	<u>9,141,055</u>
Non-operating Expenses						
Interest Paid & Amortization on long-term debt	2,046,000	2,153,763	2,106,446	2,858,856	2,877,180	2,611,015
Amortization of SWP	4,464,351	4,008,235	3,658,084	4,222,272	2,854,227	2,854,227
Capital Contributions	-	(3,089,833)	-	(1,878,141)	-	-
Change in Investments in PRWA	25,000	18,000	75,000	14,457	68,277	16,723
Water-Use Efficiency	100,000	205,000	236,500	107,181	77,750	49,924
	<u>6,635,351</u>	<u>3,295,165</u>	<u>6,076,030</u>	<u>5,324,625</u>	<u>5,877,434</u>	<u>5,531,889</u>
Net Non-operating Income/(Loss)	<u>5,344,649</u>	<u>8,459,825</u>	<u>2,503,970</u>	<u>6,729,950</u>	<u>3,493,843</u>	<u>3,609,166</u>
Net Earnings(Loss)	<u>1,855,213</u>	<u>4,552,714</u>	<u>694,591</u>	<u>3,170,549</u>	<u>1,566,681</u>	<u>(168,517)</u>

PALMDALE WATER DISTRICT
5-YEAR CASH FLOW (Aggregate)

	<u>Budget 2023</u>	<u>Projected 2022</u>	<u>2021</u>	<u>Audited Numbers</u>	
				<u>2020</u>	<u>2019</u>
Beginning Cash	12,871,979	14,583,450	11,736,595	12,518,408	11,785,007
Operating Activities					
Net Operating Revenues	32,599,000	30,867,500	30,361,197	27,553,220	25,165,648
Net Operating Expenses	(29,863,436)	(28,684,611)	(28,339,693)	(23,189,522)	(22,857,354)
Carry-over Expense	(575,000)	(500,000)	-	-	-
Net cash provided by operating activities	2,160,564	1,682,889	2,021,504	4,363,698	2,308,294
Other Sources and Uses of Cash					
Assessments received	10,000,000	9,692,500	7,680,900	7,604,344	7,298,406
Payments for State Water Project	(6,598,816)	(7,176,456)	(4,804,822)	(5,238,207)	(4,236,121)
Capital Improvement Fees Received	550,000	1,576,651	3,369,397	1,235,438	984,101
Water-Use Efficiency	(100,000)	(205,000)	(107,181)	(77,750)	(49,924)
Acquisition of Property, Plant & Equip. - Current Yr	(1,755,716)	(2,055,413)	(1,501,344)	(3,685,474)	(1,946,267)
Acquisition of Property, Plant & Equip. - Carry-over	(400,000)	(795,615)	-	-	-
Committed Contract - Upper Amargosa Creek Project	-	-	(720,579)	(1,024,374)	-
Investments in PRWA	(25,000)	(18,000)	(14,457)	(68,277)	(16,723)
Capital Leasing - Principal & Interest	(527,401)	(89,477)	(178,953)	(178,953)	(178,953)
Principal Paid on Long-Term Debt	(2,615,645)	(2,516,139)	(1,838,503)	(1,790,001)	(1,706,595)
Interest Paid on Long-Term Debt	(2,004,215)	(2,164,751)	(2,063,385)	(2,453,751)	(2,581,365)
DWR Refund (Capital Related)	175,000	349,339	368,950	299,879	247,469
State Grants and Other Income	1,125,000	112,500	636,394	60,857	159,247
Interest on Investments	130,000	24,000	(1,067)	170,759	451,831
Net Cash Provided by Other Sources and Uses	(2,046,794)	(3,265,860)	825,351	(5,145,511)	(1,574,893)
Net Increase (Decrease) in Cash	113,771	(1,582,971)	2,846,855	(781,813)	733,400
Rate Stabilization Fund	(100,000)	(128,500)	-	-	-
Cash End of Year	<u>12,885,750</u>	<u>12,871,979</u>	<u>14,583,450</u>	<u>11,736,595</u>	<u>12,518,408</u>
Less Restricted Cash	-	-	-	-	-
Acquisition of Property, Plant & Equip. - Carry-over	-	(400,000)	(795,615)	(2,388,533)	(447,000)
Committed Contract - Upper Amargosa Creek Project	-	-	-	(720,579)	(1,120,785)
Available Operating Cash	<u>12,885,750</u>	<u>12,471,979</u>	<u>13,787,835</u>	<u>8,627,483</u>	<u>10,950,623</u>
Capital Funding					
Beginning Cash (Restricted)	5,950,265	11,012,597	2,254,741	4,366,086	11,706,447
Proceeds on Issuance of Long-Term Debt	13,000,000	-	10,000,000	-	-
Committed Contracts on 2018 WRB Projects	-	(2,130,529)	(124,212)	(2,111,345)	(7,340,361)
Committed Contracts on 2021 WRB Projects	(4,753,135)	(2,931,802)	(1,117,932)	-	-
Committed Contracts on 2023 WRB Projects	-	-	-	-	-
Restricted Cash	<u>14,197,130</u>	<u>5,950,265</u>	<u>11,012,597</u>	<u>2,254,741</u>	<u>4,366,086</u>

**PALMDALE WATER DISTRICT
2023 BUDGET**

SUMMARY OF REVENUES AND EXPENDITURES - 2023 BUDGET

Cash Basis (14,500 Ac. Ft.)		
Activity	Estimated Cash Revenues	Estimated Cash Expenditures
Net Water Sales	\$ 12,309,000	
Meter Fees	18,140,000	
Elevation Fees	350,000	
Other Operating Revenue	1,200,000	
Water Quality Fees (Restricted Use)	600,000	
(Increase)/Decrease in Cash (From Operating)	(2,160,564)	
Directors		\$ 164,124
Administration		5,028,764
Engineering		1,964,775
Facilities		8,461,136
Operations		3,787,623
Finance		1,966,077
Water-Use Efficiency		354,172
Human Resources		734,412
Information Technology		1,981,477
Customer Care		1,615,876
Water Purchases		2,455,000
Plant Expenditures & Sediment Removal		600,000
Water Quality Expense (GAC)		750,000
Adjustments Related to Expense Posting (Projected)		575,000
SUBTOTAL OPERATING	\$ 30,438,436	\$ 30,438,436
Projected Beginning Cash - 01/01/2023	\$ 12,871,979	
Assessments received	10,000,000	
Capital Improvement Fees	550,000	
DWR Refund (Capital Related)	175,000	
State Grants	1,100,000	
Interest on Investments	130,000	
Other Income	25,000	
Payments for State Water Project		6,598,816
Principal Paid on Long-Term Debt		2,615,645
Interest Paid on Long-Term Debt		2,004,215
Capital Leasing		527,401
Investments in PRWA		25,000
Water-Use Efficiency		100,000
Acquisition of Property, Plant & Equipment		2,155,716
	\$ 24,851,979	\$ 14,026,794
Projected Ending Cash - Non-Operating	10,825,186	
Rate Stabilization Fund	(100,000)	
Increase/(Decrease) in Cash (From Operating)	2,160,564	
Projected Ending Cash - 12/31/2023	12,885,750	
Less Restricted Cash	-	
Available Operating Cash - 12/31/2023	\$ 12,885,750	

**PALMDALE WATER DISTRICT
2023 BUDGET**

SUMMARY OF REVENUES AND EXPENDITURES - 2022 PROJECTED

Cash Basis (14,500 Ac. Ft.)		
Activity	Estimated Cash Revenues	Estimated Cash Expenditures
Net Water Sales	\$ 11,800,000	
Meter Fees	16,800,000	
Elevation Fees	362,000	
Other Operating Revenue	1,276,000	
Water Quality Fees (Restricted Use)	629,500	
Adjustments Related to Receipt of Cash	-	
(Increase)/Decrease in Cash (From Operating)	(1,682,889)	
Directors		\$ 149,436
Administration		4,633,371
Engineering		1,640,162
Facilities		7,655,836
Operations		3,552,887
Finance		1,822,066
Water-Use Efficiency		279,173
Human Resources		481,068
Information Technology		1,622,521
Customer Care		1,460,115
Water Purchases		1,998,375
Water Quality Expense (GAC)		435,600
Littlerock Dam Sediment Removal Project		2,794,000
Plant Expenditures		160,000
Adjustments Related to Expense Posting (Prior Year)		500,000
SUBTOTAL OPERATING	\$ 29,184,611	\$ 29,184,611
Projected Beginning Cash - 01/01/2022	\$ 14,583,450	
Assessments received	9,692,500	
Capital Improvement Fees	1,576,651	
DWR Refund (Capital Related)	349,339	
State Grants	54,000	
Interest on Investments	24,000	
Other Income	58,500	
Payments for State Water Project		7,176,456
Principal Paid on Long-Term Debt		2,516,139
Interest Paid on Long-Term Debt		2,164,751
Capital Leasing		89,477
Investments in PRWA		18,000
Water-Use Efficiency		205,000
Acquisition of Property, Plant & Equipment		2,851,028
	\$ 26,338,440	\$ 15,020,850
Projected Ending Cash - Non-Operating	11,317,590	
Rate Stabilization Fund	(128,500)	
Increase/(Decrease) in Cash (From Operating)	1,682,889	
Projected Ending Cash - 12/31/2022	12,871,979	
Less Restricted Cash	-	
Available Operating Cash - 12/31/2022	\$ 12,871,979	

PALMDALE WATER DISTRICT
2023 BUDGET - FUNDS ANALYSIS
2023 Budget (Proposed)

Sources of Cash	Projected Balance 12/31/2022	2023 Budget		Projected Balance 12/31/2023
		Sources	Uses	
Net Operating Income		\$ (3,489,436)		
Adjustment - Water Quality (GAC Media)		750,000		
Adjustment - Depreciation/Amortization Add Back		5,250,000		
Adjustment - Post-Employment Benefits (GASB 45)		1,600,000		
Adjustment - Bad Debt		25,000		
Adjustment - Service Costs Construction		450,000		
Adjustment - Capitalized Construction		(1,100,000)		
Net Non-Operating Income		5,344,649		
Cash from Revenues above Expenses to place into funds		\$ 8,830,213		
Reserve Funds (Based on Resolution No. 13-13)				
1 Capital Improvement Fund (CIF)	\$ -	\$ 550,000	\$ 550,000	\$ -
2 Bond Proceeds Fund	5,950,266	13,000,000	4,753,135	14,197,131
3 Debt Service Reserve Fund	-	-	-	-
4 Rate Stabilization Fund (Operating Cash)	699,977	100,000	-	799,977
Total Legally Restricted	\$ 6,650,243	\$ 13,650,000	\$ 5,303,135	\$ 14,997,108
5 Dam Self-Insurance	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
6 O&M Operating Reserve (3-Month operating exp.)	5,600,000	-	-	5,600,000
7 O&M Emergency Reserve	-	-	-	-
8 Unrestricted Reserves	1,572,002	8,730,213	8,816,442	1,485,773
Total Board Restricted (Operating Cash)	\$ 12,172,002	\$ 8,730,213	\$ 8,816,442	\$ 12,085,773
Total Operating Cash	\$ 12,871,979			\$ 12,885,750
Carry-over	(400,000)			
Available Operating Cash	\$ 12,471,979			

PALMDALE WATER DISTRICT
2023 BUDGET - FUNDS ANALYSIS
2022 Estimated End of Year (Projected)

		<u>2022 Budget</u>			
Sources of Cash		Actual Ending Balance 12/31/2021	Sources	Uses	Projected Balance 12/31/2022
	Net Operating Income		\$ (3,907,111)		
	Adjustment - Water Quality (GAC Media)		435,600		
	Adjustment - Depreciation/Amortization Add Back		5,175,000		
	Adjustment - Post-Employment Benefits (GASB 45)		1,530,000		
	Adjustment - Bad Debt		5,000		
	Adjustment - Service Costs Construction		490,000		
	Adjustment - Capitalized Construction		(1,110,000)		
	Net Non-Operating Income		<u>8,459,825</u>		
	Cash from Revenues above Expenses to place into funds		<u>\$ 11,078,314</u>		
Reserve Funds (Based on Resolution No. 13-13)					
1	Capital Improvement Fund (CIF)	\$ -	\$ 1,576,651	\$ 1,576,651	\$ -
2	Bond Proceeds Fund	11,012,597	-	5,062,331	5,950,266
3	Debt Service Reserve Fund	-	-	-	-
4	Rate Stabilization Fund (Operating Cash)	571,477	128,500	-	699,977
	Total Legally Restricted	\$ 11,584,074	\$ 1,705,151	\$ 6,638,982	\$ 6,650,243
5	Dam Self-Insurance	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
6	O&M Operating Reserve (3-Month operating exp.)	5,600,000	-	-	5,600,000
7	O&M Emergency Reserve	-	-	-	-
8	Unrestricted Reserves	3,411,973	10,949,814	12,789,785	1,572,002
	Total Board Restricted	\$ 14,011,973	\$ 10,949,814	\$ 12,789,785	\$ 12,172,002
	Total Operating Cash	<u>\$ 14,583,450</u>			<u>\$ 12,871,979</u>
				Carry-over	<u>(400,000)</u>
	Available Operating Cash				<u>\$ 12,471,979</u>

PALMDALE WATER DISTRICT
2023 BUDGET - FUNDS ANALYSIS
2022 Budget (as Approved)

Sources of Cash	Projected Balance 12/31/2021	2022 Budget		Projected Balance 12/31/2022
		Sources	Uses	
Net Operating Income		\$ (1,809,379)		
Adjustment - Water Quality (GAC Media)		750,000		
Adjustment - Depreciation/Amortization Add Back		5,050,000		
Adjustment - Post-Employment Benefits (GASB 45)		1,600,000		
Adjustment - Bad Debt		125,000		
Adjustment - Service Costs Construction		150,000		
Adjustment - Capitalized Construction		(900,000)		
Net Non-Operating Income		2,503,970		
Cash from Revenues above Expenses to place into funds		\$ 7,469,591		
Reserve Funds (Based on Resolution No. 13-13)				
1 Capital Improvement Fund (CIF)	\$ -	\$ 550,000	\$ 550,000	\$ -
2 Bond Proceeds Fund	12,130,529	-	2,130,529	10,000,000
3 Debt Service Reserve Fund	-	-	-	-
4 Rate Stabilization Fund (Operating Cash)	575,375	115,000	-	690,375
Total Legally Restricted	\$ 12,705,904	\$ 665,000	\$ 2,680,529	\$ 10,690,375
5 Dam Self-Insurance	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
6 O&M Operating Reserve (3-Month operating exp.)	5,600,000	-	-	5,600,000
7 O&M Emergency Reserve	-	-	-	-
8 Unrestricted Reserves	788,080	7,354,591	7,342,433	800,238
Total Board Restricted (Operating Cash)	\$ 11,388,080	\$ 7,354,591	\$ 7,342,433	\$ 11,400,238
Total Operating Cash	\$ 11,963,455			\$ 12,090,613
Carry-over	(795,615)			
Available Operating Cash	\$ 11,167,840			

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2023 BUDGET - FUNDS ANALYSIS
2021 End of Year (Actual)

Sources of Cash	Actual Ending Balance 12/31/2020	2021 Budget		Actual Ending Balance 12/31/2021
		Sources	Uses	
Net Operating Income		\$ (3,559,401)		
Adjustment - Water Quality (GAC Media)		\$589,415		
Adjustment - Depreciation/Amortization Add Back		5,270,174		
Adjustment - Post-Employment Benefits (GASB 45)		920,142		
Adjustment - Bad Debt		6,477		
Adjustment - Service Costs Construction		294,667		
Adjustment - Capitalized Construction		(910,555)		
Net Non-Operating Income		6,729,950		
Cash from Revenues above Expenses to place into funds		\$ 9,340,869.37		
Reserve Funds (Based on Resolution No. 13-13)				
1 Capital Improvement Fund (CIF)	\$ -	\$ 3,369,397	\$ 3,369,397	\$ -
2 Bond Proceeds Fund	2,254,741	10,000,000	1,242,144	11,012,597
3 Debt Service Reserve Fund	-	-	-	-
4 Rate Stabilization Fund (Operating Cash)	471,256	100,221	-	571,477
Total Legally Restricted		\$ 2,725,997	\$ 13,469,619	\$ 11,584,074
5 Dam Self-Insurance	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
6 O&M Operating Reserve (3-Month operating exp.)	5,600,000	-	-	5,600,000
7 O&M Emergency Reserve	-	-	-	-
8 Unrestricted Reserves	665,339	9,240,648	6,494,014	3,411,973
Total Board Restricted		\$ 11,265,339	\$ 9,240,648	\$ 14,011,973
Total Operating Cash		\$ 11,736,595		\$ 14,583,450
Difference		\$ -		

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Directors

Budget 2022: 162,914
Projected Actual 2022: 149,436
Requested 2023: 164,124

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2022	2021	2020	2019
DEPARTMENT PERSONNEL BUDGET:						
Benefits (Departmental)						
1-01-4005-000 Payroll Taxes	9,500	8,862	6,064	5,761	5,711	4,382
1-01-4010-000 Health Insurance	30,000	29,533	51,250	-	-	-
Subtotal (Benefits - Departmental)	39,500	38,395	57,314	5,761	5,711	4,382
Personnel Expenses	39,500	38,395	57,314	5,761	5,711	4,382
OPERATING EXPENSES:						
Total Operating Expense	124,624	111,041	105,600	133,296	84,984	111,576
Total Departmental Expenses	164,124	149,436	162,914	139,057	90,695	115,958

**PALMDALE WATER DISTRICT
2023 BUDGET**

Directors

		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
PERSONNEL BUDGET:		2023	2022	2022	2021	2020	2019
1-01-4000-000	Directors Fees		-	-	-	-	-
Benefits							
1-01-4005-000	Payroll Taxes	9,500	8,862	6,064	5,761	5,711	4,382
1-01-4010-000	Health Insurance	30,000	29,533	51,250	-	-	-
	Subtotal (Benefits)	39,500	38,395	57,314	5,761	5,711	4,382
	Personnel Expenses	39,500	38,395	57,314	5,761	5,711	4,382

OPERATING EXPENSES:

1-01-4050-000	Director's Travel, Seminars & Meetings	-	-	-	-	-	-
1-01-xxxx-006	Director's Expense Share - Dizmag, Gloria	31,156	31,111		21,478	11,754	7,228
1-01-xxxx-007	Director's Expense Share - Alverado, Robert	-	-		-	16,335	26,857
1-01-xxxx-008	Director's Expense Share - Mac Laren, Kathy	31,156	16,630		28,116	22,215	25,840
1-01-xxxx-009	Director's Expense Share - Estes, Joe	-	-		-	-	-
1-01-xxxx-010	Director's Expense Share - Dino, Vincent	31,156	26,992		23,392	18,355	24,198
1-01-xxxx-011	Director's Expense Share - Henriquez, Marco	-	-		-	-	3,990
1-01-xxxx-012	Director's Expense Share - Wilson, Don	31,156	17,858		17,751	16,026	23,464
1-01-xxxx-013	Director's Expense Share - Merino, Amberrose	-	4,190		42,559	300	-
1-01-xxxx-014	Director's Expense Share - Kellerman, Scott	31,156	14,260		-	-	-
	Total Operating Expense	124,624	111,041	105,600	133,296	84,984	111,576
	Total Departmental Expenses	164,124	149,436	162,914	139,057	90,695	115,958

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Administration

Budget 2022: 4,683,935
Projected Actual 2022: 4,633,371
Requested 2023: 5,028,764

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2023	2021	2020	2019
DEPARTMENT PERSONNEL BUDGET:						
1-02-4000-000 Salaries	1,597,250	1,435,665	1,437,000	1,391,783	1,344,451	1,285,197
1-02-4000-100 Salaries - Departmental Overtime	5,000	4,000	6,284	3,079	2,469	3,878
Subtotal (Salaries - Departmental)	1,602,250	1,439,665	1,443,284	1,394,862	1,346,920	1,289,075
Employee Benefits (Departmental)						
1-02-4005-000 Payroll Taxes	126,250	115,133	102,000	84,984	88,304	82,787
1-02-4010-000 Health Insurance	180,000	176,226	166,500	186,329	175,727	189,419
1-02-4015-000 Pers	165,250	123,724	134,500	115,250	106,200	98,751
Subtotal (Benefits - Departmental)	471,500	415,084	403,000	386,563	370,232	370,957
Employee Salaries & Benefits (District Wide)						
1-02-5070-001 Salaries - District-wide Oncall/Standby	90,000	89,500	85,000	85,361	73,814	79,894
1-02-5070-013 Salaries-Public Relations Overtime	-	-	-	-	-	-
1-02-5070-002 PERS-Unfunded Liability	955,882	938,763	938,763	851,851	790,669	699,416
1-02-5070-003 Worker's Comp	230,000	226,000	280,000	300,337	206,831	325,844
1-02-5070-004 Vacation Benefit Expense	85,000	25,000	86,934	(20,507)	154,870	59,412
1-02-5070-005 Life Insurance/EAP Program	7,000	6,672	7,332	6,087	6,825	6,385
Subtotal (Salaries/Benefits - District Wide)	1,367,882	1,285,935	1,398,029	1,223,129	1,233,010	1,170,951
Personnel Expenses	3,441,632	3,140,683	3,244,313	3,004,554	2,950,162	2,830,983
OPERATING EXPENSES:						
Total Operating Expense	461,380	375,291	416,722	325,404	333,885	384,323
Total District-wide Operating Expense	1,125,753	1,117,396	1,022,900	1,090,282	1,025,577	885,393
Total Departmental Expenses	5,028,764	4,633,371	4,683,935	4,420,240	4,309,624	4,100,699

**PALMDALE WATER DISTRICT
2023 BUDGET**

Administration

	BUDGET		PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2022	2021	2020	2019	
PERSONNEL BUDGET:							
1-02-4000-000 Salaries	1,597,250	1,435,665	1,437,000	1,391,783	1,344,451	1,285,197	
1-02-4000-100 Salaries - Departmental Overtime	5,000	4,000	6,284	3,079	2,469	3,878	
Subtotal (Salaries)	1,602,250	1,439,665	1,443,284	1,394,862	1,346,920	1,289,075	
Employee Benefits							
1-02-4005-000 Payroll Taxes	126,250	115,133	102,000	84,984	88,304	82,787	
1-02-4010-000 Health Insurance	180,000	176,226	166,500	186,329	175,727	189,419	
1-02-4015-000 Pers	165,250	123,724	134,500	115,250	106,200	98,751	
Subtotal (Benefits)	471,500	415,084	403,000	386,563	370,232	370,957	
District-wide Salaries & Benefits							
1-02-5070-001 Salaries-On-Call/Stand By Time	90,000	89,500	85,000	85,361	73,814	79,894	
1-02-5070-002 PERS-Unfunded Liability	955,882	938,763	938,763	851,851	790,669	699,416	
1-02-5070-003 Worker's Compensation	230,000	226,000	280,000	300,337	206,831	325,844	
1-02-5070-004 Vacation Benefit Expense	85,000	25,000	86,934	(20,507)	154,870	59,412	
1-02-5070-005 Life Insurance/EAP	7,000	6,672	7,332	6,087	6,825	6,385	
Subtotal (District-wide)	1,367,882	1,285,935	1,398,029	1,223,129	1,233,010	1,170,951	
Personnel Expenses	3,441,632	3,140,683	3,244,313	3,004,554	2,950,162	2,830,983	
OPERATING EXPENSES:							
1-02-4050-000 Staff Travel	16,285	10,500	15,888	4,686	3,355	15,867	
1-02-4050-100 General Manager Travel	5,463	5,500	5,330	4,478	-	6,839	
1-02-4060-000 Staff Conferences & Seminars	6,514	8,500	6,355	3,684	774	10,398	
1-02-4060-100 General Manager Conferences & Seminars	4,308	2,500	4,203	1,754	1,319	3,414	
1-02-4130-000 Bank Charges	210,125	195,064	205,000	193,978	197,407	184,167	
1-02-4150-000 Accounting Services	27,316	30,000	26,650	26,545	26,339	25,736	
1-02-4175-000 Permits (Construction)	19,016	8,000	18,553	14,652	15,281	13,554	
1-02-4180-000 Postage	17,861	12,317	17,425	12,134	13,627	11,227	
1-02-4190-100 Public Relations - Publications	36,000	32,500	31,980	12,748	20,303	21,155	
1-02-4190-700 Public Affairs - Marketing/Outreach	42,000	29,470	41,000	27,094	29,636	46,627	
1-02-4190-705 Public Affairs - Drought Outreach	30,000	16,174	-	-	-	-	
1-02-4190-710 Public Affairs - Advertising	5,253	500	5,125	895	450	3,134	
1-02-4190-720 Public Affairs - Equipment	2,539	-	2,520	-	60	1,333	
1-02-4190-730 Public Affairs - Conference/Seminar/Travel	4,000	4,114	3,075	435	405	1,389	
1-02-4190-740 Public Affairs - Consultants	2,101	1,600	2,050	1,179	450	-	
1-02-4190-750 Public Affairs - Memberships	1,500	1,000	1,230	1,325	1,360	865	
1-02-4200-000 Advertising	4,308	1,000	4,203	716	85	2,242	
1-02-4205-000 Office Supplies	26,791	16,552	26,138	19,103	23,035	30,893	
1-02-4210-000 Office Furniture	-	-	-	-	-	5,482	
Total Operating Expense	461,380	375,291	416,722	325,404	333,885	384,323	
District-wide Operating Expense							
1-02-5070-006 Other Operating	63,038	92,000	61,500	52,317	68,376	23,179	
1-02-5070-007 Consultants	288,922	280,000	281,875	329,015	280,748	243,954	
1-02-5070-008 Insurance	273,163	379,036	266,500	304,396	268,764	230,945	
1-02-5070-009 Groundwater Adjudication - Legal	43,076	15,000	42,025	40,674	28,996	63,390	
1-02-5070-010 Legal Services	137,632	170,000	134,275	143,886	153,792	121,969	
1-02-5070-011 Memberships	173,353	140,000	169,125	178,078	168,273	110,031	
1-02-5070-012 Elections	50,000	-	-	-	202	51,671	
1-02-5070-013 Succession Planning	26,266	-	-	-	-	-	
1-02-5070-014 Groundwater Adjudication - Pumping Assessment	70,304	41,360	67,600	41,916	41,286	40,251	
1-02-5070-015 Computer Software - Info 360	-	-	-	-	15,140	-	
Total District-wide Operating Expense	1,125,753	1,117,396	1,022,900	1,090,282	1,025,577	885,393	
Total Departmental Expenses	5,028,764	4,633,371	4,683,935	4,420,240	4,309,624	4,100,699	

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Engineering

Budget 2022: 1,667,211
Projected Actual 2022: 1,640,162
Requested 2023: 1,964,775

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2022	2021	2020	2019
DEPARTMENT PERSONNEL BUDGET:						
1-03-4000-000 Salaries	1,450,500	1,170,566	1,180,000	1,136,360	1,146,396	1,204,273
1-03-4000-100 Salaries - Departmental Overtime	16,000	18,500	15,711	21,988	22,778	43,529
Subtotal (Salaries - Departmental)	1,466,500	1,189,066	1,195,711	1,158,347	1,169,174	1,247,802
Employee Benefits (Departmental)						
1-03-4005-000 Payroll Taxes	111,500	101,862	91,500	82,135	88,467	90,342
1-03-4010-000 Health Insurance	212,500	196,271	208,500	187,708	205,350	213,728
1-03-4015-000 Pers	136,750	96,363	112,000	91,581	98,063	100,184
Subtotal (Benefits - Departmental)	460,750	394,496	412,000	361,424	391,881	404,253
Personnel Expenses	1,927,250	1,583,562	1,607,711	1,519,772	1,561,054	1,652,055
OPERATING EXPENSES:						
Total Operating Expense	37,525	56,600	59,500	32,492	35,106	56,907
Total Departmental Expenses	1,964,775	1,640,162	1,667,211	1,552,263	1,596,160	1,708,963

**PALMDALE WATER DISTRICT
2023 BUDGET**

Engineering

		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2023	2022	2022	2021	2020	2019
PERSONNEL BUDGET:							
1-03-4000-000	Salaries	1,450,500	1,170,566	1,180,000	1,136,360	1,146,396	1,204,273
1-03-4000-100	Salaries - Departmental Overtime	16,000	18,500	15,711	21,988	22,778	43,529
	Subtotal (Salaries)	1,466,500	1,189,066	1,195,711	1,158,347	1,169,174	1,247,802
Employee Benefits							
1-03-4005-000	Payroll Taxes	111,500	101,862	91,500	82,135	88,467	90,342
1-03-4010-000	Health Insurance	212,500	196,271	208,500	187,708	205,350	213,728
1-03-4015-000	PERS	136,750	96,363	112,000	91,581	98,063	100,184
	Subtotal (Benefits)	460,750	394,496	412,000	361,424	391,881	404,253
	Personnel Expenses	1,927,250	1,583,562	1,607,711	1,519,772	1,561,054	1,652,055
OPERATING EXPENSES:							
1-03-4050-000	Staff Travel	5,253	3,000	5,000	1,595	489	6,090
1-03-4060-000	Staff Conferences & Seminars	7,880	9,000	8,000	5,650	974	1,590
1-03-4060-001	Staff Training - Auto CAD Civil 3D	10,506	-	10,000	-	-	-
1-03-4155-305	Contracted Services - GIS Services	-	-	-	-	-	2,432
1-03-4155-310	Contracted Services - Reproduction	1,576	3,100	3,000	-	-	49
1-03-4165-000	Memberships/Subscriptions	3,677	6,000	5,000	4,431	3,715	5,670
1-03-4250-000	General Materials & Supplies	4,063	3,000	4,500	3,592	874	-
1-03-4250-100	Supplies - Plotter Paper/Toner	4,570	-	1,000	226	488	3,186
1-03-4250-175	Supplies - GPS Plotting Tool	-	23,000	23,000	-	-	-
1-03-4250-200	Supplies - Miscellaneous	-	-	-	-	-	479
1-03-8100-100	Computer Software - Maint. & Support	-	9,500	-	16,998	28,566	5,539
1-03-8100-200	Computer Software - SCADAWatch	-	-	-	-	-	31,873
	Total Operating Expense	37,525	56,600	59,500	32,492	35,106	56,907
	Total Departmental Expenses	1,964,775	1,640,162	1,667,211	1,552,263	1,596,160	1,708,963

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Facilities

Budget 2022: 6,278,142
Projected Actual 2022: 7,655,836
Requested 2023: 8,461,136

	PROPOSED 2023	PROJECTED 2022	BUDGET 2022	ACTUAL 2021	ACTUAL 2020	ACTUAL 2019
DEPARTMENT PERSONNEL BUDGET:						
1-04-4000-000 Salaries	2,532,750	2,156,051	2,272,500	2,230,404	2,404,492	2,286,419
1-04-4000-100 Salaries - Departmental Overtime	150,000	170,000	150,826	147,785	172,009	178,224
Subtotal (Salaries - Departmental)	2,682,750	2,326,051	2,423,326	2,378,189	2,576,501	2,464,644
Employee Benefits (Departmental)						
1-04-4005-000 Payroll Taxes	215,500	202,484	191,250	180,549	208,166	187,297
1-04-4010-000 Health Insurance	513,500	485,067	408,500	459,412	518,839	527,797
1-04-4015-000 Pers	236,500	193,822	210,750	195,696	212,300	191,029
Subtotal (Benefits - Departmental)	965,500	881,373	810,500	835,657	939,305	906,122
Personnel Expenses	3,648,250	3,207,424	3,233,826	3,213,846	3,515,805	3,370,766
OPERATING EXPENSES:						
Total Operating Expense	4,812,886	4,448,411	3,044,316	3,944,248	3,044,852	2,970,349
Total Departmental Expenses	8,461,136	7,655,836	6,278,142	7,158,094	6,560,658	6,341,115

**PALMDALE WATER DISTRICT
2023 BUDGET**

Facilities

PERSONNEL BUDGET:		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2023	2022	2022	2021	2020	2019
1-04-4000-000	Salaries	2,532,750	2,156,051	2,272,500	2,230,404	2,404,492	2,286,419
1-04-4000-100	Salaries - Departmental Overtime	150,000	170,000	150,826	147,785	172,009	178,224
	Subtotal (Salaries)	2,682,750	2,326,051	2,423,326	2,378,189	2,576,501	2,464,644
Employee Benefits							
1-04-4005-000	Payroll Taxes	215,500	202,484	191,250	180,549	208,166	187,297
1-04-4010-000	Health Insurance	513,500	485,067	408,500	459,412	518,839	527,797
1-04-4015-000	PERS	236,500	193,822	210,750	195,696	212,300	191,029
	Subtotal (Benefits)	965,500	881,373	810,500	835,657	939,305	906,122
	Personnel Expenses	3,648,250	3,207,424	3,233,826	3,213,846	3,515,805	3,370,766

OPERATING EXPENSES:

1-04-4050-000	Staff Travel	6,514	-	6,355	452	2,932	8,363
1-04-4060-000	Staff Conferences & Seminars	16,285	500	15,888	50	1,413	4,313
1-04-4155-405	Contracted Services - Landscape Svcs (All Sites)	16,810	12,259	16,400	12,385	14,035	11,450
1-04-4155-410	Contracted Services - Landscape Svcs (Wells)	40,974	42,533	39,975	31,800	30,109	33,855
1-04-4155-420	Contracted Services - Janitorial Services (All Sites)	49,379	39,624	48,175	46,039	51,477	46,204
1-04-4155-425	Contracted Services - Pest Control Svcs (All Loc)	6,514	7,641	6,355	7,424	6,146	4,732
1-04-4155-430	Contracted Services - Pest Control Svcs (Plm Dam)	5,463	4,529	5,330	3,770	4,959	3,648
1-04-4155-435	Contracted Services - Elevator Services	4,308	2,965	4,203	2,871	2,780	47,905
1-04-4155-450	Contracted Services - Seismic Valve Controllers	8,195	-	7,995	6,987	6,683	6,683
1-04-4155-455	Contracted Services - Annual Tank Service	112,500	223,516	106,600	2,615	-	319,100
1-04-4155-460	Contracted Services - Fire Extinguisher Servicing	5,463	3,308	5,330	-	2,490	6,187
1-04-4155-466	Contracted Services - Clearscada	-	-	-	-	-	14,796
1-04-4155-468	Contracted Services - Fuel Serve	2,627	2,657	2,563	2,420	-	-
1-04-4155-499	Contracted Services - Miscellaneous	2,206	-	2,153	-	2,420	2,420
1-04-4175-000	Permits (District Facilities including Dams)	44,126	67,074	43,050	43,678	37,856	42,780
1-04-4215-100	Natural Gas - Wells & Boosters	500,000	455,896	235,806	539,616	266,610	222,292
1-04-4215-200	Natural Gas - Buildings	10,400	11,500	9,940	11,333	6,618	10,010
1-04-4220-100	Electricity - Wells & Boosters	2,300,000	2,156,187	901,304	2,049,526	1,516,979	1,061,023
1-04-4220-200	Electricity - Buildings	104,001	106,279	99,399	75,888	83,840	71,542
1-04-4225-000	Maint. & Repair - Vehicles	37,628	22,500	35,768	26,109	28,792	22,923
1-04-4230-100	Maint. & Rep. Operations - Office Building	29,328	7,042	27,878	7,720	10,132	6,284
1-04-4230-120	Maint. & Rep. Operations - Two-way Radios	5,534	650	5,260	470	-	-
1-04-4235-110	Maint. & Rep. Operations - Equipment	14,055	9,500	13,360	8,933	3,737	8,557
1-04-4235-400	Maint. & Rep. Operations - Wells	93,865	96,000	89,041	60,316	80,721	53,640
1-04-4235-405	Maint. & Rep. Operations - Boosters	58,652	86,000	55,637	52,552	37,165	52,497
1-04-4235-410	Maint. & Rep. Operations - Shop Bldgs	28,774	8,000	27,352	15,027	11,780	10,411
1-04-4235-415	Maint. & Rep. Operations - Facilities	57,549	12,000	54,704	12,533	38,245	18,567
1-04-4235-420	Maint. & Rep. Operations - Water Lines	348,612	400,000	331,380	266,240	234,639	252,498
1-04-4235-425	Maint. & Rep. Operations - Littlerock Dam	17,154	26,000	16,306	1,794	8,282	9,551
1-04-4235-430	Maint. & Rep. Operations - Palmdale Dam	-	-	-	-	-	670
1-04-4235-435	Maint. & Rep. Operations - Palmdale Canal	7,747	3,000	7,364	537	3,144	4,884
1-04-4235-440	Maint. & Rep. Operations - Large Meters	17,154	3,500	16,306	6,813	7,968	13,638
1-04-4235-445	Maint. & Rep. Operations - Telemetry	-	-	-	-	-	893
1-04-4235-450	Maint. & Rep. Operations - Hypo Generators	8,743	5,000	8,311	3,961	6,416	1,443
1-04-4235-455	Maint. & Rep. Operations - Heavy Equipment	48,695	42,803	46,288	33,634	32,112	60,783
1-04-4235-460	Maint. & Rep. Operations - Storage Reservoirs	5,755	2,588	5,470	1,295	1,020	2,807
1-04-4235-461	Maint. & Rep. Operations - Air Vacs	5,755	5,450	5,470	3,488	5,760	14,815
1-04-4235-470	Maint. & Rep. Operations - Meter Exchanges	171,539	32,000	163,060	68,566	49,498	91,293
1-04-4270-300	Telecommunication - Other	-	-	-	-	-	8,015
1-04-4300-100	Testing - Regulatory Compliance	21,538	10,000	21,013	8,234	9,467	8,725
1-04-4300-200	Testing - Large Meter Testing	13,658	16,500	13,325	14,460	12,940	16,220
1-04-4300-300	Testing - Edison Testing	12,608	-	12,300	-	6,250	5,800
1-04-6000-000	Waste Disposal	22,990	16,528	21,972	14,109	15,532	18,290
1-04-6100-100	Fuel - Gas and Diesel	152,732	184,000	147,268	147,382	110,759	100,360
1-04-6100-200	Lubricates District Wide	27,965	25,000	26,965	31,267	19,256	24,608
1-04-6200-000	Uniforms	28,439	24,577	28,218	21,650	23,487	21,403
1-04-6300-100	Supplies - General	66,018	61,000	65,507	54,085	42,127	31,635
1-04-6300-200	Supplies - Hypo Generators	-	-	-	-	-	7,091
1-04-6300-300	Supplies - Electrical	3,047	-	3,023	2,237	584	577
1-04-6300-400	Supplies - Telemetry	-	-	-	-	-	1,894
1-04-6300-800	Supplies - Construction Materials	35,548	28,000	35,273	36,073	33,777	32,428
1-04-6400-100	Tools - Facilities	35,548	22,500	35,273	29,104	28,650	35,314
1-04-6400-200	Tools - Vehicles	10,258	3,407	10,179	9,490	13,320	11,907
1-04-7000-100	Leases - Equipment	15,235	10,399	15,117	12,117	15,583	19,342
1-04-7000-200	Leases - Fleet	175,000	148,000	143,108	157,196	116,362	83,284
	Total Operating Expense	4,812,886	4,448,411	3,044,316	3,944,248	3,044,852	2,970,349
	Total Departmental Expenses	8,461,136	7,655,836	6,278,142	7,158,094	6,560,658	6,341,115

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Operations

Budget 2022: 3,578,644
Projected Actual 2022: 3,552,887
Requested 2023: 3,787,623

	PROPOSED 2023	PROJECTED 2022	BUDGET 2022	ACTUAL 2021	ACTUAL 2020	ACTUAL 2019
DEPARTMENT PERSONNEL BUDGET:						
1-05-4000-000 Salaries	1,299,250	1,278,180	1,197,000	1,178,134	1,175,217	1,066,200
1-05-4000-100 Salaries - Departmental Overtime	100,000	109,000	103,693	99,235	111,276	117,094
Subtotal (Salaries - Departmental)	1,399,250	1,387,180	1,300,693	1,277,369	1,286,493	1,183,294
Employee Benefits (Departmental)						
1-05-4005-000 Payroll Taxes	107,250	112,638	95,500	95,066	101,750	88,433
1-05-4010-000 Health Insurance	190,750	173,302	160,500	193,486	191,677	167,240
1-05-4015-000 Pers	129,750	112,224	122,500	109,453	106,224	91,630
Subtotal (Benefits - Departmental)	427,750	398,164	378,500	398,005	399,651	347,303
Personnel Expenses	1,827,000	1,785,344	1,679,193	1,675,374	1,686,144	1,530,597
OPERATING EXPENSES:						
Total Operating Expense	1,960,623	1,767,543	1,899,451	1,751,305	1,621,943	1,891,161
Total Departmental Expenses	3,787,623	3,552,887	3,578,644	3,426,680	3,308,087	3,421,758

**PALMDALE WATER DISTRICT
2023 BUDGET**

Operations		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
PERSONNEL BUDGET:		2023	2022	2022	2021	2020	2019
1-05-4000-000	Salaries	1,299,250	1,278,180	1,197,000	1,178,134	1,175,217	1,066,200
1-05-4000-100	Salaries - Departmental Overtime	100,000	109,000	103,693	99,235	111,276	117,094
	Subtotal (Salaries)	1,399,250	1,387,180	1,300,693	1,277,369	1,286,493	1,183,294
Employee Benefits							
1-05-4005-000	Payroll Taxes	107,250	112,638	95,500	95,066	101,750	88,433
1-05-4010-000	Health Insurance	190,750	173,302	160,500	193,486	191,677	167,240
1-05-4015-000	PERS	129,750	112,224	122,500	109,453	106,224	91,630
	Subtotal (Benefits)	427,750	398,164	378,500	398,005	399,651	347,303
	Personnel Expenses	1,827,000	1,785,344	1,679,193	1,675,374	1,686,144	1,530,597
OPERATING EXPENSES:							
1-05-4050-000	Staff Travel	3,257	563	3,178	2,707	-	5,944
1-05-4060-000	Staff Conferences & Seminars	3,257	-	3,178	-	-	1,145
1-05-4120-100	Training - Lab Equipment	5,463	-	5,330	-	-	-
1-05-4155-505	Contracted Services - Landscape Services	3,677	1,620	3,588	1,620	3,492	2,195
1-05-4155-525	Contracted Services - Wind Turbine Services	32,569	-	31,775	-	5,165	7,913
1-05-4155-540	Contracted Services - Lab Software	8,090	7,569	7,893	6,698	6,624	6,307
1-05-4155-545	Contracted Services - Lab Equipment Services	27,316	30,000	30,000	28,362	25,962	26,552
1-05-4155-550	Contracted Services - Water Quality Svcs (SolarBee)	32,990	37,600	32,185	-	29,228	29,228
1-05-4155-599	Contracted Services - Miscellaneous	-	38,300	-	-	-	-
1-05-4175-000	Permits (WTP Facilities Inclusive)	85,416	90,000	83,333	91,586	69,689	69,263
1-05-4215-200	Natural Gas - Water Treatment Plant	3,503	3,000	3,348	4,148	1,257	1,580
1-05-4220-200	Electricity - Water Treatment Plant	400,000	380,000	224,955	397,866	153,414	257,450
1-05-4230-110	Maint. & Rep. Office - Equipment	5,866	3,475	5,576	2,364	638	1,705
1-05-4235-110	Maint. & Rep. Operations - Equipment	23,241	20,000	22,092	27,734	19,036	16,241
1-05-4235-410	Maint. & Rep. Operations - Shop Bldgs	6,972	6,500	6,628	5,970	6,347	7,038
1-05-4235-415	Maint. & Rep. Operations - Facilities	81,896	78,000	77,848	26,909	74,648	85,594
1-05-4235-450	Maint. & Rep. Operations - Hypo Generators	-	-	-	-	-	6,221
1-05-4235-500	Maint. & Repair - Wind Turbine	11,067	-	10,520	4,589	5,995	53,615
1-05-4236-000	Palmdale Lake Management	142,616	85,000	136,162	134,998	98,031	111,708
1-05-6000-000	Waste Disposal	22,990	24,916	21,972	29,587	21,710	22,839
1-05-6200-000	Uniforms	16,251	15,000	16,125	13,831	15,804	12,993
1-05-6300-100	Supplies - General	15,438	12,500	15,319	16,223	18,710	26,382
1-05-6300-600	Supplies - Lab	78,822	75,000	75,334	67,158	66,356	44,469
1-05-6300-700	Outside Lab Work	65,685	72,000	115,000	68,550	52,880	74,198
1-05-6400-000	Tools	6,196	6,500	6,148	4,989	4,726	3,550
1-05-6500-000	Chemicals	875,000	780,000	958,946	814,780	941,914	1,006,489
1-05-7000-100	Leases -Equipment	3,047	-	3,023	638	318	10,542
	Total Operating Expense	1,960,623	1,767,543	1,899,451	1,751,305	1,621,943	1,891,161
	Total Departmental Expenses	3,787,623	3,552,887	3,578,644	3,426,680	3,308,087	3,421,758

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Finance

Budget 2022: 1,696,930
Projected Actual 2022: 1,822,066
Requested 2023: 1,966,077

	PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2022	2021	2020	2019
DEPARTMENT PERSONNEL BUDGET:						
1-06-4000-000 Salaries	1,054,500	1,028,875	980,500	1,053,965	779,173	705,236
1-06-4000-100 Salaries - Departmental Overtime	6,000	6,500	2,095	8,088	1,363	807
Subtotal (Salaries - Departmental)	1,060,500	1,035,375	982,595	1,062,053	780,536	706,042
Employee Benefits (Departmental)						
1-06-4005-000 Payroll Taxes	92,000	85,219	76,500	72,935	56,529	48,357
1-06-4010-000 Health Insurance	181,070	181,070	160,500	178,652	124,813	101,355
1-06-4015-000 Pers	130,000	100,163	104,000	102,478	75,194	63,912
Subtotal (Benefits - Departmental)	403,070	366,451	341,000	354,065	256,535	213,624
Personnel Expenses	1,463,570	1,401,826	1,323,595	1,416,118	1,037,072	919,666
OPERATING EXPENSES:						
Total Operating Expense	502,508	420,240	373,335	383,391	328,300	339,533
Total Departmental Expenses	<u>1,966,077</u>	<u>1,822,066</u>	<u>1,696,930</u>	<u>1,799,510</u>	<u>1,365,372</u>	<u>1,259,199</u>

**PALMDALE WATER DISTRICT
2023 BUDGET**

Finance

PERSONNEL BUDGET:

	BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
	2023	2022	2022	2021	2020	2019
1-06-4000-000 Salaries	1,054,500	1,028,875	980,500	1,053,965	779,173	705,236
1-06-4000-100 Salaries - Departmental Overtime	6,000	6,500	2,095	8,088	1,363	807
Subtotal (Salaries)	1,060,500	1,035,375	982,595	1,062,053	780,536	706,042
Employee Benefits						
1-06-4005-000 Payroll Taxes	92,000	85,219	76,500	72,935	56,529	48,357
1-06-4010-000 Health Insurance	181,070	181,070	160,500	178,652	124,813	101,355
1-06-4015-000 PERS	130,000	100,163	104,000	102,478	75,194	63,912
Subtotal (Benefits)	403,070	366,451	341,000	354,065	256,535	213,624
Personnel Expenses	1,463,570	1,401,826	1,323,595	1,416,118	1,037,072	919,666

OPERATING EXPENSES:

1-06-4050-000 Staff Travel	3,000	-	2,050	1,450	58	357
1-06-4060-000 Staff Conferences & Seminars	2,500	-	1,538	329	-	547
1-06-4155-100 Contracted Services - Infosend	340,000	307,687	290,075	262,528	246,295	265,550
1-06-4155-300 Contracted Services - AdComp Systems	4,518	4,085	4,408	4,085	4,085	4,085
1-06-4155-620 Contracted Services - Letter Extractor (OPEX)	3,257	3,178	3,178	3,045	5,940	-
1-06-4155-625 Contracted Services - GASB Actuarial Reports	8,500	12,450	5,330	4,650	4,650	10,750
1-06-4155-630 Contracted Services -Payroll/HR	50,000	-	-	-	-	-
1-06-4165-000 Memberships/Subscriptions	525	250	513	220	220	220
1-06-4230-110 Maintenance & Repair - Office Equipment	553	-	526	-	-	-
1-06-4250-000 General Material & Supplies	2,031	500	2,016	-	-	-
1-06-4260-000 Business Forms	1,576	1,000	1,538	175	314	-
1-06-4270-100 Telecommunication - Office	53,000	59,000	32,800	59,726	32,120	31,206
1-06-4270-200 Telecommunication - Cellular Stipend	30,000	29,340	26,343	25,605	32,040	24,215
1-06-7000-100 Leases - Equipment	3,047	2,750	3,023	2,025	2,577	2,603
1-06-4155-200 Contracted Services - Infosend Drought Related	-	-	-	19,554	-	-
Total Operating Expense	502,508	420,240	373,335	383,391	328,300	339,533
Total Departmental Expenses	1,966,077	1,822,066	1,696,930	1,799,510	1,365,372	1,259,199

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Water Efficiency

Budget 2022: 406,847
Projected Actual 2022: 279,173
Requested 2023: 354,172

	PROPOSED 2023	PROJECTED 2022	BUDGET 2022	ACTUAL 2021	ACTUAL 2020	ACTUAL 2019
DEPARTMENT PERSONNEL BUDGET:						
1-07-4000-000 Salaries	190,250	177,869	172,000	173,926	171,419	171,500
1-07-4000-100 Salaries - Departmental Overtime	10,500	10,500	5,237	2,473	3,061	4,797
Subtotal (Salaries - Departmental)	200,750	188,369	177,237	176,399	174,480	176,297
Employee Benefits (Departmental)						
1-07-4005-000 Payroll Taxes	15,500	16,551	14,250	13,674	14,662	13,670
1-07-4010-000 Health Insurance	34,000	41,145	41,000	37,924	37,655	45,490
1-07-4015-000 Pers	23,750	18,707	19,500	17,590	17,006	16,426
Subtotal (Benefits - Departmental)	73,250	76,403	74,750	69,189	69,323	75,587
Personnel Expenses	274,000	264,772	251,987	245,588	243,803	251,883
OPERATING EXPENSES:						
Total Operating Expense	80,172	14,402	154,860	6,893	9,207	132,049
Total Departmental Expenses	354,172	279,173	406,847	252,480	253,009	383,933

**PALMDALE WATER DISTRICT
2023 BUDGET**

Water-Use Efficiency

		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2023	2022	2022	2021	2020	2019
PERSONNEL BUDGET:							
1-07-4000-000	Salaries	190,250	177,869	172,000	173,926	171,419	171,500
1-07-4000-100	Salaries - Departmental Overtime	10,500	10,500	5,237	2,473	3,061	4,797
	Subtotal (Salaries)	200,750	188,369	177,237	176,399	174,480	176,297
Employee Benefits							
1-07-4005-000	Payroll Taxes	15,500	16,551	14,250	13,674	14,662	13,670
1-07-4010-000	Health Insurance	34,000	41,145	41,000	37,924	37,655	45,490
1-07-4015-000	PERS	23,750	18,707	19,500	17,590	17,006	16,426
	Subtotal (Benefits)	73,250	76,403	74,750	69,189	69,323	75,587
	Personnel Expenses	274,000	264,772	251,987	245,588	243,803	251,883

OPERATING EXPENSES:

1-07-4050-000	Staff Travel	2,732	268	2,665	634	414	2,280
1-07-4060-000	Staff Conferences & Seminars	3,257	1,133	3,178	670	150	1,145
1-07-4190-300	Public Relations - Landscape Workshop/Training	5,463	500	5,330	383	458	89
1-07-4190-400	Public Relations - Contests	3,257	-	3,178	1,140	852	390
1-07-4190-500	Public Relations - Education Programs	50,000	1,000	128,125	-	6,701	119,294
1-07-4190-900	Public Relations - Other	5,463	500	5,330	629	395	1,880
1-07-6300-100	Supplies - General	10,000	11,000	7,055	3,437	236	6,970
	Total Operating Expense	80,172	14,402	154,860	6,893	9,207	132,049
	Total Departmental Expenses	354,172	279,173	406,847	252,480	253,009	383,933

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Human Resources

Budget 2022: 535,607
Projected Actual 2022: 481,068
Requested 2023: 734,412

	PROPOSED 2023	PROJECTED 2022	BUDGET 2022	ACTUAL 2021	ACTUAL 2020	ACTUAL 2019
DEPARTMENT PERSONNEL BUDGET:						
1-08-4000-000 Salaries	383,750	251,027	260,000	299,976	264,929	241,493
1-08-4000-100 Salaries - Departmental Overtime	5,250	5,000	1,047	268	584	613
1-08-4000-200 Salaries - Intern Program	54,000	3,000	-	-	-	-
Subtotal (Salaries - Departmental)	443,000	259,027	261,047	300,245	265,513	242,106
Employee Benefits (Departmental)						
1-08-4005-000 Payroll Taxes	34,500	23,750	20,500	20,601	19,286	17,466
1-08-4010-000 Health Insurance	42,250	16,783	27,500	33,493	26,866	31,281
1-08-4015-000 Pers	34,250	23,000	23,500	22,210	18,731	16,595
Subtotal (Benefits - Departmental)	111,000	63,533	71,500	76,304	64,883	65,342
Personnel Expenses	554,000	322,561	332,547	376,549	330,396	307,448
OPERATING EXPENSES:						
Total Operating Expense	180,412	158,507	203,060	122,962	116,321	179,638
Total Departmental Expenses	734,412	481,068	535,607	499,511	446,718	487,087

**PALMDALE WATER DISTRICT
2023 BUDGET**

Human Resources

		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2023	2022	2022	2021	2020	2019
PERSONNEL BUDGET:							
1-08-4000-000	Salaries	383,750	251,027	260,000	299,976	264,929	241,493
1-08-4000-100	Salaries - Departmental Overtime	5,250	5,000	1,047	268	584	613
1-08-4000-200	Salaries - Intern Program	54,000	3,000	-	-	-	-
	Subtotal (Salaries)	443,000	259,027	261,047	300,245	265,513	242,106
Employee Benefits							
1-08-4005-000	Payroll Taxes	34,500	23,750	20,500	20,601	19,286	17,466
1-08-4010-000	Health Insurance	42,250	16,783	27,500	33,493	26,866	31,281
1-08-4015-000	Pers	34,250	23,000	23,500	22,210	18,731	16,595
	Subtotal (Benefits)	111,000	63,533	71,500	76,304	64,883	65,342
	Personnel Expenses	554,000	322,561	332,547	376,549	330,396	307,448
OPERATING EXPENSES:							
1-08-4050-000	Staff Travel	1,576	2,000	1,538	-	582	3,261
1-08-4060-000	Staff Conferences & Seminars	1,576	1,000	1,538	-	199	1,574
1-08-4070-000	Employee Expense	80,000	76,000	85,000	67,485	64,130	91,048
1-08-4095-000	Employee Recruitment	8,000	7,878	3,178	8,457	8,455	8,392
1-08-4100-000	Employee Retention	4,500	307	5,330	1,239	1,681	5,046
1-08-4105-000	Employee Relations	-	-	-	-	-	1,384
1-08-4120-100	Training - Safety	35,000	17,742	36,900	21,975	13,581	5,986
1-08-4120-200	Training - Specialty	15,000	-	15,888	3,265	1,206	16,649
1-08-4121-000	Safety/HR Program	1,051	-	1,025	-	35	35
1-08-4165-000	Memberships/Subscriptions	1,681	1,300	1,640	754	1,268	1,474
1-08-4165-100	HR/Safety Publications	1,051	104	1,025	-	499	-
1-08-6300-500	Supplies - Safety	30,978	52,176	50,000	19,787	24,685	44,789
	Total Operating Expense	180,412	158,507	203,060	122,962	116,321	179,638
	Total Departmental Expenses	734,412	481,068	535,607	499,511	446,718	487,087

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Information Technology

Budget 2022: 1,825,946
Projected Actual 2022: 1,622,521
Requested 2023: 1,981,477

		PROPOSED	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2023	2022	2022	2021	2020	2019
DEPARTMENT PERSONNEL BUDGET:							
1-09-4000-000	Salaries	714,000	608,657	617,500	590,289	483,950	295,522
1-09-4000-100	Salaries - Departmental Overtime	6,500	5,800	21,995	22,947	26,855	731
	Subtotal (Salaries - Departmental)	720,500	614,457	639,495	613,237	510,806	296,252
Employee Benefits (Departmental)							
1-09-4005-000	Payroll Taxes	59,250	53,557	48,750	44,487	38,935	21,331
1-09-4010-000	Health Insurance	94,500	94,123	80,000	96,749	65,776	31,509
1-09-4015-000	Pers	89,500	63,236	65,750	58,989	47,031	25,993
	Subtotal (Benefits - Departmental)	243,250	210,915	194,500	200,226	151,742	78,833
	Personnel Expenses	963,750	825,372	833,995	813,462	662,547	375,085
OPERATING EXPENSES:							
	Total Operating Expense	1,017,727	797,149	991,951	732,963	720,504	619,772
	Total Departmental Expenses	1,981,477	1,622,521	1,825,946	1,546,425	1,383,052	994,857

**PALMDALE WATER DISTRICT
2023 BUDGET**

Information Technology

PERSONNEL BUDGET:		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
		2023	2022	2022	2021	2020	2019
1-09-4000-000	Salaries	714,000	608,657	617,500	590,289	483,950	295,522
1-09-4000-100	Salaries - Departmental Overtime	6,500	5,800	21,995	22,947	26,855	731
	Subtotal (Salaries)	720,500	614,457	639,495	613,237	510,806	296,252
Employee Benefits							
1-09-4005-000	Payroll Taxes	59,250	53,557	48,750	44,487	38,935	21,331
1-09-4010-000	Health Insurance	94,500	94,123	80,000	96,749	65,776	31,509
1-09-4015-000	PERS	89,500	63,236	65,750	58,989	47,031	25,993
	Subtotal (Benefits)	243,250	210,915	194,500	200,226	151,742	78,833
	Personnel Expenses	963,750	825,372	833,995	813,462	662,547	375,085

OPERATING EXPENSES:

1-09-4050-000	Staff Travel	3,257	-	3,178	1,345	147	2,968
1-09-4060-000	Staff Conferences & Seminars	10,927	3,748	10,660	6,353	3,456	2,017
1-09-4155-801	Cloud Services-MS-Office 360	36,772	42,672	35,875	32,015	3,504	58,855
1-09-4155-804	Cloud Services-Adobe-Creative Suite	5,463	-	8,000	10,393	7,610	7,610
1-09-4155-805	Cloud Services-SeamlessDocs	5,463	5,500	9,000	6,167	-	5,833
1-09-4155-806	Cloud Services-IPSwitch-Moveit	11,032	10,027	10,763	161	10,027	10,027
1-09-4155-807	Cloud Services-GFI Fax	2,732	2,001	2,665	1,650	1,650	600
1-09-4155-808	Cloud Services-KnowBe4-Security Awareness	1,576	2,298	2,300	2,298	2,000	2,000
1-09-4155-809	Cloud Services-Network Solutions-DNS, Web Registration	4,308	2,000	2,500	2,077	816	2,465
1-09-4155-810	Cloud Services-IBM-MaaS 360	6,514	5,700	6,355	5,118	3,672	-
1-09-4155-811	Cloud Services-MSP Portal-Bit Defender	5,358	5,094	7,000	5,094	5,094	6,488
1-09-4155-812	Cloud Services-Akins-WIFI	-	-	-	523	1,383	-
1-09-4155-813	Cloud Services-FleetMate	525	500	513	500	-	-
1-09-4155-814	Cloud Services-Security Metrics-PCI Compliance	4,728	4,400	4,613	4,400	8,792	3,796
1-09-4155-815	Cloud Services-Citrix	2,101	1,916	2,050	1,825	1,750	1,755
1-09-4155-816	Cloud Services - Azure Services	26,476	36,687	25,830	2,033	-	-
1-09-4155-905	Contracted Services - Offsite Services	5,253	6,925	5,125	3,704	-	75
1-09-4155-910	Contracted Services - Printer Services	7,354	2,500	7,175	3,577	4,993	4,786
1-09-4155-915	Contracted Services - Website Design Services	4,203	350	4,100	4,171	5,108	7,958
1-09-4155-920	Contracted Services - Telephony Services	5,463	-	5,330	-	2,794	-
1-09-4155-925	Contracted Services - TDS (Network & Software Support)	42,025	22,500	41,000	25,659	-	-
1-09-4155-930	Contracted Services - Network Services	-	-	-	-	1,114	14,342
1-09-4155-935	Contracted Services - Hardware Warranties	16,285	-	15,888	-	-	295
1-09-4155-940	Contracted Services - Access Control & Fire Services	63,038	75,000	61,500	70,596	61,059	48,823
1-09-4155-945	Contracted Services - LA County Dataset	1,051	250	1,025	-	-	-
1-09-4155-950	Contracted Services - ESRI Customer Care	5,253	-	5,125	-	3,487	-
1-09-4155-955	Contracted Services - SCADA Software	18,911	17,743	18,450	22,215	-	-
1-09-4155-960	Contracted Services - SCADA Hardware	10,506	-	10,250	-	14,952	-
1-09-4155-965	Contracted Services - ClearSCADA	15,759	-	15,375	-	-	-
1-09-4165-000	Memberships/Subscriptions	2,732	2,500	2,665	3,399	360	1,455
1-09-4235-445	Maint. & Rep - Telemetry	5,568	1,000	5,433	3,870	1,046	-
1-09-4270-100	Telecommunication - Office Phone	18,911	20,000	18,450	18,607	23,622	17,528
1-09-4270-125	Telecommunication - Office Backbone	24,164	20,580	23,575	20,580	21,866	20,580
1-09-4270-150	Telecommunication - WTP Backbone	16,285	11,400	15,888	11,400	11,400	10,450
1-09-4270-300	Telecommunication - Cellular (Data & On-Call)	57,784	61,000	56,375	49,926	52,198	47,122
1-09-4270-350	Telecommunication - Other	7,985	19,700	7,790	15,212	7,094	-
1-09-6300-400	Supplies - Telemetry	1,500	750	-	636	406	-
1-09-6450-110	Equipment - GF Signet Flow Meters	7,719	-	7,659	-	-	-
1-09-7000-100	Leases - Equipment (Printers)	56,877	53,799	56,437	52,735	48,706	49,961
1-09-8000-100	Computer Equipment - Computers	45,705	25,000	45,351	47,363	59,732	54,264
1-09-8000-200	Computer Equipment - Mobility	45,705	25,000	45,351	17,901	31,183	44,756
1-09-8000-300	Computer Equipment - Monitors	12,188	-	12,094	10,576	-	2,214
1-09-8000-500	Computer Equipment - Printer Supplies	2,539	-	2,520	125	-	157
1-09-8000-550	Computer Equipment - Telephony	3,047	-	3,023	-	-	-
1-09-8000-600	Computer Equipment - Other	30,470	12,500	30,234	15,417	31,150	17,158
1-09-8000-650	Computer Equipment - Warranty and Support	15,235	17,029	15,117	15,495	22,560	6,000
1-09-8100-100	Software - Maint. and Support	-	-	-	4,963	32,270	-
1-09-8100-101	Software M&S - Xtelesis-Phone	11,032	9,344	10,763	8,899	-	9,679
1-09-8100-102	Software M&S - Tredent-Veam	12,000	12,684	-	13,467	18,836	-
1-09-8100-103	Software M&S- Conduive/V-locity-Diskeeper	8,405	6,242	8,200	6,148	5,128	5,128
1-09-8100-104	Software M&S- FWI	525	500	513	403	397	388
		-	-	-	-	-	-

OPERATING EXPENSES (Continued):		-	-	-	-	-	-
1-09-8100-105	Software M&S- Strategy 7	-	-	-	-	-	-
1-09-8100-106	Software M&S- Astria Solutions-Docstar	19,962	13,275	19,475	12,643	12,643	12,643
1-09-8100-107	Software M&S- NemoQ-Ticketing	2,627	-	2,563	-	-	1,945
1-09-8100-109	Software M&S- Neogov	5,253	7,505	5,125	3,392	-	8,240
1-09-8100-110	Software M&S- TruePoint	42,025	47,500	41,000	33,990	35,310	31,920
1-09-8100-111	Software M&S- Technology Unlimited	2,206	2,000	2,153	1,723	1,673	1,762
1-09-8100-112	Software M&S- Sierra Workforce-Timesheet	4,308	4,250	4,203	4,034	4,034	4,717
1-09-8100-114	Software M&S- Faranics-Powersaver	210	-	205	-	-	-
1-09-8100-115	Software M&S- Network Monitoring	66,189	45,000	64,575	44,706	44,582	2,348
1-09-8100-116	Software M&S- VMWare-Virtualization	14,709	9,225	14,350	9,225	9,225	6,788
1-09-8100-117	Software M&S- iPrism-Web Filter	-	-	-	-	-	27,734
1-09-8100-119	Software M&S - Palitto Consulting (IVR)	-	-	-	-	-	2,599
1-09-8100-120	Software M&S - ESRI GIS Software	26,266	25,000	25,625	300	25,000	-
1-09-8100-121	Software M&S - ESRI Drone2Map	1,576	2,251	1,538	-	2,000	-
1-09-8100-122	Software M&S - Info360 (SCADA Watch)	16,810	-	16,400	16,204	-	-
1-09-8100-123	Software M&S - InfoWatch (Innovyze)	16,810	14,064	16,400	-	-	-
1-09-8100-124	Software M&S - BAMBOO HR	11,032	10,500	10,763	10,577	-	-
1-09-8100-125	Software M&S - Syncta Backflow	6,000	3,408	8,000	-	-	-
1-09-8100-126	Software M&S - ProcureNow (OpenGov)	10,000	9,000	9,000	-	-	-
1-09-8100-150	Software M&S- Dynamics GP	42,025	38,179	41,000	54,567	62,430	40,731
1-09-8100-200	Software - Software and Upgrades	21,013	19,153	20,500	12,606	12,244	10,812
	Total Operating Expense	1,017,727	797,149	991,951	732,963	720,504	619,772
	Total Departmental Expenses	1,981,477	1,622,521	1,825,946	1,546,425	1,383,052	994,857

**PALMDALE WATER DISTRICT
FINANCE COMMITTEE - 2023 BUDGET (Departmental Overview)**

Customer Care

Budget 2022: 1,454,576
Projected Actual 2022: 1,460,115
Requested 2023: 1,615,876

	PROPOSED 2023	PROJECTED 2022	BUDGET 2022	ACTUAL 2021	ACTUAL 2020	ACTUAL 2019
DEPARTMENT PERSONNEL BUDGET:						
1-10-4000-000 Salaries	1,134,250	1,015,456	1,019,000	937,636	972,537	948,953
1-10-4000-100 Salaries - Departmental Overtime	7,000	7,000	7,856	4,367	3,891	3,867
Subtotal (Salaries - Departmental)	1,141,250	1,022,456	1,026,856	942,003	976,429	952,821
Employee Benefits (Departmental)						
1-10-4005-000 Payroll Taxes	87,500	88,468	79,500	71,300	77,001	67,863
1-10-4010-000 Health Insurance	227,500	230,268	205,000	236,285	216,399	205,882
1-10-4015-000 Pers	121,250	97,127	105,000	90,531	88,826	79,411
Subtotal (Benefits - Departmental)	436,250	415,864	389,500	398,115	382,226	353,157
Personnel Expenses	1,577,500	1,438,319	1,416,356	1,340,118	1,358,655	1,305,977
OPERATING EXPENSES:						
Total Operating Expense	38,376	21,796	38,221	23,219	25,196	37,683
Total Departmental Expenses	1,615,876	1,460,115	1,454,576	1,363,337	1,383,851	1,343,660

**PALMDALE WATER DISTRICT
2023 BUDGET**

Customer Care

		BUDGET	PROJECTED	BUDGET	ACTUAL	ACTUAL	ACTUAL
PERSONNEL BUDGET:		2023	2022	2022	2021	2020	2019
1-10-4000-000	Salaries	1,134,250	1,015,456	1,019,000	937,636	972,537	948,953
1-10-4000-100	Salaries - Departmental Overtime	7,000	7,000	7,856	4,367	3,891	3,867
	Subtotal (Salaries)	1,141,250	1,022,456	1,026,856	942,003	976,429	952,821
Employee Benefits							
1-10-4005-000	Payroll Taxes	87,500	88,468	79,500	71,300	77,001	67,863
1-10-4010-000	Health Insurance	227,500	230,268	205,000	236,285	216,399	205,882
1-10-4015-000	PERS	121,250	97,127	105,000	90,531	88,826	79,411
	Subtotal (Benefits)	436,250	415,864	389,500	398,115	382,226	353,157
	Personnel Expenses	1,577,500	1,438,319	1,416,356	1,340,118	1,358,655	1,305,977

OPERATING EXPENSES:

1-10-4050-000	Staff Travel	2,101	-	2,050	870	(20)	4,646
1-10-4060-000	Staff Conferences & Seminars	3,257	634	3,178	349	-	3,082
1-10-4155-005	Contracted Services - Assessor Data (Realquest)	10,506	9,900	10,250	9,900	9,900	9,906
1-10-4155-010	Contracted Services - Credit Reporting Services	4,308	3,688	4,203	4,326	3,225	4,514
1-10-4155-015	Contracted Services - AMR Services (Itron)	8,720	2,287	9,200	4,574	8,712	12,210
1-10-4155-020	Contracted Services - NEMO-Q System	3,152	2,003	3,075	1,945	1,945	-
1-10-4230-110	Mtce & Rep Office - Equipment	203	-	202	-	331	-
1-10-4250-000	General Material & Supplies	5,078	3,284	5,039	1,255	1,102	2,454
1-10-4260-000	Business Forms	1,051	-	1,025	-	-	871
	Total Operating Expense	38,376	21,796	38,221	23,219	25,196	37,683
	Total Departmental Expenses	1,615,876	1,460,115	1,454,576	1,363,337	1,383,851	1,343,660

PALMDALE WATER DISTRICT
Calendar Year 2023 Budget
Capital & Plant Expenditures Project Summary (Carry-over)

<i>Project No.</i>	<i>Budgeted (Carry-over)</i>	<i>Category</i>	<i>Project Type</i>	<i>CY 2021</i>
Asset/Infrastructure Related Expense				
	PRV Replacements 37th ST	NRE	Replacement Equip.	8,000
18-606	Altitude Valve - 45th St East	NRE	Replacement Equip.	368,125
18-614	Vault Access Issues - Littlerock Dam	NRCP	Safety	44,000
	Bucket Truck (Looking at Lease Option)	NRE	Replace/New Equip.	75,635
	Replace EOL Oasis recorder	NRE	Replace/New Equip.	25,212
	25th St. Booster #3	RCP	Replacement Cap.	18,152
	45th St. Booster #3 Zone 2800	RCP	Replacement Cap.	23,195
	45th St. Booster #3 Zone 3000	RCP	Replacement Cap.	25,212
	District Office - Stucco Repair & Painting	RCP	Replacement Cap.	221,476
	Meter Replacement Program 2021	RCP	Replacement Cap.	1,101,006
21-608	NaOCL Generator Replacement (Yr. 1 - 2020/2023)	RCP	Replacement Cap.	-
	Repl W.L. - Well 17 Yard Piping	RCP	Replacement Cap.	-
	Well 16 Rehabilitation	RCP	Replacement Cap.	123,614
	Well 23 Rehabilitation	RCP	Replacement Cap.	185,421
			Subtotal:	2,219,048
Covered under 2021 WRB Issue				
19-601	Repl WL - Avenue P @ 10TH ST E (Lockheed)	RCP	Replacement Cap.	434,289
20-605	Sierra Hwy. Tie-In and Abandonment (Harold Streets)	RCP	Replacement Cap.	699,886
20-606	Pipeline with Velocity Deficiency (2800 Zone)	RCP	Replacement Cap.	10,621
20-608	Repl WL - 17TH ST E between Avenue P4 & P8	RCP	Replacement Cap.	355,785
			Subtotal:	1,500,581

Plant Expenditure Related Expense				
	Littlerock Sediment Removal - Permitting	CES	Permitting	60,000
	System Valuation Study	CES	Planning	50,000
	Hazard Mitigation Plan	CES	Studies & Planning	18,949
21-411	Public Web Site Redesign	CES	Studies & Planning	12,323
21-412	Intranet Redesign	CES	Studies & Planning	50,000
	Emergency Supplies	NRE	Replace/New Equip.	-
	Replacement Wackers - J Tamps (Yr. 1 - 2020/2023)	NRE	Replace/New Equip.	4,034
			Subtotal:	195,305

Total Asset/Infrastructure Projects 2,219,048

Total Plant Expenditures 195,305

Funding will come from 2021 Bond Issue =

PALMDALE WATER DISTRICT
Calendar Year 2023 Budget
Capital & Plant Expenditures Project Summary

<i>Project No.</i>	<i>Project Budget Requests (Committed)</i>	<i>Category</i>	<i>Project Type</i>	<i>CY 2022</i>
Asset/Infrastructure Related Expense				
	Recharge Project Design (PRGRRP - Yr. 2 - 2020/2023)	WS	Water Supply	750,000
22-608	NaOCL Generator Replacement (Yr. 2 - 2020/2023)	RCP	Replacement Cap.	132,500
	Brine Storage Tanks - Well Sites (Yr. 2 - 2020/2023)	RCP	Replacement Cap.	37,400
	Well 3 Rehabilitation	RCP	Replacement Cap.	195,723
	Well/Booster Rehab (Yr. 2 - 2021/2024)	RCP	Replacement Cap.	95,000
	Booster Building Rehabilitation (Yr. 2 - 2020/2024)	RCP	Replacement Cap.	35,000
	Hypo Generator	RCP	Replacement Cap.	800,000
	Vault/Large Meter (Yr. 3 - 2020/2024)	RCP	Replacement Cap.	112,500
	Palmdale Ditch Improvements (Yr. 2 - 2020/2024)	RCP	Replacement Cap.	15,000
	Parking Lot Re-Surfacing - Administration and N.O.B.	RCP	Replacement Cap.	130,000
	Radio System for SCADA (Yr. 1 - 2021/2024)	NRE	Replace/New Equip.	50,000
	Replacement Diaphragm Pump (Yr. 3 - 2020/2023)	NRE	Replace/New Equip.	8,000
	Replacement Wackers - J Tamps (Yr. 3 - 2020/2023)	NRE	Replace/New Equip.	4,000
	Soft Starts Units (Well & Booster Sites - Yr. 3 - 2020/2024)	RCP	Replacement Cap.	32,000
	Cooling Unit for Fab Shop	NRE	Replace/New Equip.	4,500
	Replace SCADAPack 32 with SCADAPack 575 (Yr. 1 - 2021/2024)	NRE	Replace/New Equip.	43,750
	V-101 2007 Cat 420E Backhoe (Qty. 2)	NRE	Replace/New Equip.	276,000
			Subtotal:	2,721,373
Covered under 2021 WRB Issue				
	Pipeline Design (2021/2022)	NCP	New Capital	400,000
	Repl WL - Avenue Q6 from 12th to 15th ST E (2800' Zone)	RCP	Replacement Cap.	280,898
	Repl WL - Pipeline with Velocity Deficiency (2950 Zone)	RCP	Replacement Cap.	37,240
16-608	Repl WL - Avenue Q1, Q2, Q3, Q4, & Q5 @ 5th ST E (Spec 1603)	RCP	Replacement Cap.	86,000
	Well #36	NCP	New Capital	2,523,000
	Repl WL - Avenue Q14 and 15th ST E	RCP	Replacement Cap.	56,700
	Repl WL - Avenue Q10 and 12th ST E	RCP	Replacement Cap.	47,000
	Repl WL - 25th ST E from Avenue P to P8	RCP	Replacement Cap.	825,000
	Repl WL - 52nd ST & Ft Tejon Rd (Zone 2950 - CY2023)	RCP	Replacement Cap.	609,340
	Repl WL - Velocity Deficiency (Zone 2800 - CY2023)	RCP	Replacement Cap.	787,376
			Subtotal:	5,252,554
Plant Expenditure Related Expense				
	GIS enhancement (Yr. 2 - 2020/2024)	CES	Studies & Planning	75,000
	Data Warehousing	NRE	Replace/New Equip.	60,000
	Mass Communications	NRE	Replace/New Equip.	60,000
	Customer Mobile App	NRE	Replace/New Equip.	25,000
	GIS Drone	NRE	Replace/New Equip.	15,000
	Cameras for Dam & Windmill	NRE	Replace/New Equip.	8,000
	Gig to desktop/Infrastructure Refresh (Yr. 1 - 2021/2024)	CES	Studies & Planning	50,000
			Subtotal:	293,000

Funding will come from 2021 Bond Issue =

Total Asset/Infrastructure Project Requests 2,721,373

Total Plant Expenditures 293,000

PALMDALE WATER DISTRICT
Calendar Year 2023 Budget
Deferred Capital & Plant Expenditures Project Summary

<i>Project No.</i>	<i>Project Budget Requests (Not Committed)</i>	<i>Category</i>	<i>Project Type</i>	<i>CY2023</i>
Asset/Infrastructure Related Expense				
	20TH FR P-8 TO Q	RCP	Replacement Cap.	810,000
	2950 Zone Avenue S-10 and 40St. East (48 feet of 8" Dia. Pipe)	RCP	Replacement Cap.	9,315
	Pipeline with Velocity Deficiency (516 feet of 20" - 2950 Zone)	RCP	Replacement Cap.	250,533
	26th St, Rudall, & 27th St @ Avenue Water Main Replacement	RCP	Replacement Cap.	91,000
			Subtotal:	1,160,848
Water Supply Projects				
	Recharge Project Design (PRGRRP - Yr. 3 - 2020/2023)	WS	Water Supply	1,000,000
	Annual Sediment Removal of 38,000 cubic yards		O&M Funds	600,000
			Subtotal:	1,600,000
Well Projects				
	Well 2 Rehabilitation	RCP	Replacement Cap.	185,000
	Well 33 Rehabilitation	RCP	Replacement Cap.	185,000
16-611	CL2 Monitoring @ Well Sites	RCP	Replacement Cap.	-
	NaOCL Generator Replacement (Yr. 3 - 2020/2023)	RCP	Replacement Cap.	80,000
	Brine Storage Tanks - Well Sites (Yr. 3 - 2020/2023)	RCP	Replacement Cap.	35,000
	Well/Booster Rehab (Yr. 2 - 2021/2024)	RCP	Replacement Cap.	95,000
			Subtotal:	580,000
Booster Projects				
	Booster Building Rehabilitation (Yr. 2 - 2020/2024)	RCP	Replacement Cap.	35,000
	Booster Building Rehabilitation (Yr. 1 - 2020/2024)	RCP	Replacement Cap.	36,054
	T8 Pump Station - Fire Pump Deficiency	RCP	Replacement Cap.	937,944
			Subtotal:	1,008,998
Water Treatment Plant Projects				
	Sedimentation Basin Cleaning	RCP	Asset Improvement	2,000,000
	WTP - Entry Buildings @ Filter & GAC Pipe Gallery Entrance	NCP	New Capital	51,506
	WTP - GAC Staging Area Pavement	RCP	Replacement Cap.	30,000
	Filter Influent Valve Replacements	RCP	Replacement Cap.	200,000
	TOC Analyzer	NCP	New Capital	120,000
	Septic Tank	RCP	Replacement Cap.	20,000
			Subtotal:	2,421,506
Facility Projects				
	Vault/Large Meter (Yr. 3 - 2020/2024)	RCP	Replacement Cap.	112,500
	Parking Lot Resurfacing (Main Office)	RCP	Replacement Cap.	43,265
	Littlerock Dam Stairway	RCP	Replacement Cap.	40,000
	Palmdale Ditch Improvements (Yr. 3 - 2020/2024)	RCP	Replacement Cap.	15,000
	Radio System for SCADA (Yr. 2 - 2021/2024)	NRE	Replace/New Equip.	50,000
			Subtotal:	260,765

Asset/Infrastructure Related Expense (Continued)				
Equipment				
	Replacement Diaphragm Pump (Yr. 3 - 2020/2023)	NRE	Replace/New Equip.	8,000
	Replacement Wackers - J Tamps (Yr. 3 - 2020/2023)	NRE	Replace/New Equip.	4,000
	Soft Starts Units (Well & Booster Sites - Yr. 3 - 2020/2024)	RCP	Replacement Cap.	32,000
	Radar Level Sensor (Yr. 1 - 2022/2024)	NRE	New Equipment	40,000
	Replace SCADAPack 32 with SCADAPack 575 (Yr. 2 - 2021/2024)	NRE	Replace/New Equip.	43,750
			Subtotal:	127,750
Vehicle Replacements				
	V-100 Replacement	NRE	Replacement Cap.	23,000
	V-43 1990 Flatbed w/liftgate	NRE	Replacement Cap.	45,000
	8 Passenger Van		Lease	-
	V109 2007 Van		Lease	-
			Subtotal:	68,000
Information Technology				
	Smart Meter Deployment		Reporting	
	Citrix - Seamless apps across multiple platforms	CES	Reporting	50,000
	Data Center UPS System (Symmetra)	CES	New Equipment	25,000
	GIS enhancement (Yr. 3 - 2020/2024)	CES	Studies & Planning	75,000
	Personnel Emergency Notification System	CES	Studies & Planning	40,974
	Gig to desktop/Infrastructure Refresh (Yr. 2 - 2021/2024)	CES	Studies & Planning	50,000
			Subtotal:	240,974

Total Asset/Infrastructure Project Requests 7,468,841

Funding will come from 2021 Bond Issue =

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: November 7, 2022 **November 14, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Scott Rogers, Engineering Manager
VIA: Mr. Adam Ly, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH J. VEGA ENGINEERING, INC. FOR CONSTRUCTION OF THE WATER MAIN REPLACEMENT PROJECT IN AVENUE R AND 12TH STREET EAST. (\$119,230.00 NOT-TO-EXCEED – BUDGETED – W.O. NO. 22-617 – ENGINEERING MANAGER ROGERS)***

Recommendation:

Staff recommends that the Board award a contract to J. Vega Engineering, Inc. from Oxnard, California in the not-to-exceed amount of \$119,230.00 for the Avenue R and 12th Street East Water Main Replacement.

Alternative Options:

Reject all bids and rebid the project.

Impact of Taking No Action:

Water mains continue to age and deteriorate.

Background:

The water main replacement is at the intersection of Avenue R and 12th Street East. The project consists of replacing approximately 90 linear feet of 6" steel pipe (not lined, wrapped, or coated) and all appurtenances. The existing water main will be replaced with ductile iron pipe to maintain material consistency.

The total bid price in the bid proposal submitted by J. Vega Engineering, Inc. is \$119,230.00. A bidder's bond in the amount of 10 percent of the total bid price was submitted with the bid proposal. The surety company providing the bid bond is Ohio Casualty Insurance Company.

The criterion for responsibility pertains to whether the bidder is regularly engaged in this type of work and whether they can perform the work satisfactorily as promised. The contractor is required to provide payment and performance bonds to protect the District's interest.

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

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

November 7, 2022

The District received three bids for this project. J. Vega Engineering, Inc., as the lowest responsive, responsible bidder, holds a valid worker's compensation insurance policy (Policy Number: 9135195) with State Compensation Insurance Fund effective from June 16, 2015 to June 16, 2023.

The contractor's past performance record has been utilized to evaluate the general competency of the contractor for the performance of the work. To demonstrate the bidder's capability and experience of having completed similar projects successfully, the bid documents require that the contractor submit a list of all projects completed by the contractor during the last three years involving work of similar type and complexity and comparable value.

It is required that no less than 60 percent of the work be performed by the contractor's own forces without subcontracting. It appears that J. Vega Engineering, Inc. will perform 100 percent of the work and meets the limitations on the subcontracting work.

The responsiveness of the bid pertaining to compliance with the material terms of the bid documents has been reviewed and deemed acceptable.

J. Vega Engineering, Inc., as the lowest responsible bidder, has met the criterion of providing the lowest bid price of qualified firms at \$119,230.00. The lowest qualified bid price is \$954.00, or 0.80 percent, lower than the next lowest bidder.

Strategic Plan Initiative/Mission Statement:

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

Budget:

This item is budgeted and will be covered as part of Work Order No. 22-617.

Supporting Documents:

- Bid Results Summary
- Proposal Package from Lowest Responsible Bidder

22-617 Bid Results Summary

Line Item	Description	Quantity	Unit of Measure	J Vega Engineering Inc.		Cedro Construction, Inc.		Christensen Brothers, Inc. (No Bid)	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Demolition, and Site Restoration	1	LS	\$14,600.00	\$14,600.00	\$12,853.00	\$12,853.00	\$0.00	\$0.00
2	Construction Staking Survey	1	LS	\$2,200.00	\$2,200.00	\$5,975.00	\$5,975.00	\$0.00	\$0.00
3	Sheeting, Shoring, and Bracing for all other work indicated	1	LS	\$7,800.00	\$7,800.00	\$1,550.00	\$1,550.00	\$0.00	\$0.00
4	Construct new 8" DIP water pipeline including bedding, backfill, and appurtenances	90	LF	\$707.00	\$63,630.00	\$565.00	\$50,850.00	\$0.00	\$0.00
5	Base Paving, Finish Paving, and Striping	1	LS	\$12,800.00	\$12,800.00	\$33,577.00	\$33,577.00	\$0.00	\$0.00
6	Traffic Control	1	LS	\$10,200.00	\$10,200.00	\$8,727.00	\$8,727.00	\$0.00	\$0.00
7	All materials and labor necessary for testing, disinfection, and chlorination	1	LS	\$8,000.00	\$8,000.00	\$6,652.00	\$6,652.00	\$0.00	\$0.00
	Total				\$119,230.00		\$120,184.00		\$0.00

PROPOSAL

BIDDER'S DECLARATION SPECIFICATION NO. 22-617

Gentlepersons:

The undersigned hereby proposes to perform all work for which a contract may be awarded them and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the construction of the interior building improvements as specifically set forth in documents entitled **Specification No. 22-617 - Avenue R and 12th St. East Water Main F** together with addenda thereto, all as set forth on the drawings and in the specifications and other Contract Documents (hereinafter the "Work"); and they further propose and agree that, if this Proposal is accepted, they will contract in the form and manner stipulated to perform all the Work called for by drawings, specifications, and other Contract Documents, and to complete all such Work in strict conformity therewith within the time limits set forth therein, and that they will accept as full payment therefor the prices set forth in the Bid Sheet(s) forming a part hereof.

(check one)

- Cash
- Cashier's check
- Certified check
- Bid Bond

properly made payable to Palmdale Water District, hereinafter designated as the Owner, for the sum of \$10% which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds and insurance if awarded the contract and, in case of failure to do so within the time provided, the

(check one)

- cash shall be retained as liquidated damages by the Owner
- proceeds of said check shall be retained as liquidated damages by the Owner
- Surety's liability to the Owner for the face amount of the Bond shall be considered as established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents, as defined in

the CONTRACT DOCUMENTS subsection of the Notice Inviting Bids, including, but not limited to, the bid quantities, any specifications regarding materials to be used, the contract provisions relating to payment for extra work and the procedures for seeking extensions of time.

2. The undersigned, by investigation at the site of the work, by review of any records available for inspection at the offices of utilities in the area affected by the Work, at any applicable public works departments, and otherwise, is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof, including the location of all underground facilities in the area affected by the Work.

3. The undersigned fully understands the scope of the Work and has carefully checked all words and figures inserted in this Proposal and further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this Proposal.

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after Owner's notice of acceptance of this Proposal; and further, that, unless otherwise specified in the Special provisions, this Proposal may not be withdrawn for a period of forty-five (45) days after the date set for the opening thereof, notwithstanding the award of contract to another bidder. If the undersigned bidder withdraws this Proposal within said period, said bidder shall be liable under the provisions of the Bid Security, or said bidder and their surety shall be liable under the Bid Bond, as the case may be.

5. The undersigned hereby certifies that this Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

6. In conformance with current statutory requirement of the Labor Code of the State of California, the undersigned certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the

entire work for the prices set forth in the attached Bid Sheet(s) upon which award of contract will be made.

The undersigned bidder declares that the license held by them is theirs, is current and valid, and is in a classification appropriate to the work to be undertaken.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Camarillo, California.

Dated October 6th 20 22 Bidder: J. Vega Engineering, Inc.
By: Juan Vega
Title: President

Bidder's post-office address:

P.O Box 6910

Oxnard, CA 93031

Telephone No.: 805-479-6563

Facsimile No.: 805-586-4509

Corporation organized under the laws of the State of California

Contractor's License(s): 885900

Expiration Dates: 10-31-2022

Surety or sureties:

The Ohio Casualty Insurance Company

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT IS FILED WITHIN THREE YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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 Ventura)

On 10.6.22 before me, Chloe Martinez, Notary Public
(insert name and title of the officer)

personally appeared Juan Vega
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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

Chloe Martinez

(Seal)



MANDATORY FORM

(NOTE: THE FOLLOWING FORM SHALL BE USED WHERE THE BIDDER DESIRES TO FURNISH A BOND INSTEAD OR CHECK OR CASH.)

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, J. VEGA ENGINEERING, INC. as principal
and THE OHIO CASUALTY INSURANCE COMPANY as
surety, are held and firmly bound unto Palmdale Water District (hereinafter "Owner,") in
the sum of \$ 10% OF AMOUNT BID, to be paid to the Owner, its successors, and assigns, for
which payment, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain Proposal
of the above Principal for construction of the AVENUE R & 12TH STREET EAST WATER MAIN REPLACEMENT
as specifically set forth in documents entitled Specification No. 22-617

all in accordance with the Contract Documents, including specifications and drawings on
file at the offices of the Owner, is not withdrawn within the period of forty-five (45) days
after the date set for the opening of bids or as otherwise provided in the Special
Provisions, notwithstanding the award of the contract to another bidder, and that if said
Proposal is accepted by the Owner through action of its legally constituted contracting
authorities and if the above bound principal, its heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such construction
and shall execute and deliver

MANDATORY FORM

the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notifications by and from said Owner, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 4TH day of OCTOBER, 20 22



J. VEGA ENGINEERING, INC.
(Principal)

By *[Signature]*



THE OHIO CASUALTY INSURANCE COMPANY
(Surety)

By *[Signature]*
KEVIN E. VEGA, ATTORNEY-in-FACT

NOTE:

- (1) This bid bond form is a **mandatory form**.
- (2) The bid bond form should specify an exact number of dollars which shall not be less than ten percent (10%) of the total amount of the bid.
- (3) The bid bond form must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bid bond to verify the authority of the party signing on behalf of the surety.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205638-969577

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Myrna Smith; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of October, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 10/04/2022 before me, Philip Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kevin E. Vega, Attorney-in-Fact
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 Ventura

On 10.6.22 before me, Chloe Martinez, Notary Public
(insert name and title of the officer)

personally appeared Juan Vega
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 Chloe Martinez



(Seal)

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number(s), Type(s) and Expiration Date(s): 885900 'A'

Expiration Date: 10-31-2022

Name of Individual Contractor (print or type): J. Vega Engineering, Inc.

Signature of Owner: 

Business Address: 7090 Los Coyotes Place Camarillo, CA 93012

or

Name of Partnership or Firm: N.A.

Business Address: _____

Signature, name, title and address of partners signing on behalf of the partnership:

Signed: _____ Name: N.A.

Title: _____ Address: _____

Signed: _____ Name: N.A.

Title: _____ Address: _____

Signed: _____ Name: N.A.

Title: _____ Address: _____

or

Name of Corporation: J. Vega Engineering Inc. 'S' Corporation

Business Address: 7090 Los Coyotes Place Camarillo, CA 93012

Corporation organized under the laws of the State of California

SEAL



Signature of Secretary of Corporation

NOTE: CURRENT COPIES OF ALL APPLICABLE LICENSES MUST BE DOWNLOADED TO THE PROCUREMENT WEBSITE.

INFORMATION REQUIRED OF BIDDER

SITE INSPECTION REVIEW -- Describe when, by whom, and in what manner (a) the site for this proposed work was inspected on behalf of the bidder (NOTE: Failure to demonstrate diligent effort in ascertaining site conditions which may affect the Work will render this Proposal informal or nonresponsive and may result in its rejection):

Project Estimator Juan Vega attended the project site in person on 9-28-2022 to gather additional information and bid accordingly

and be familiarized with the project location, traffic, site conditions, interfering obstacles, etc.

COMPARABLE PROJECT EXPERIENCE -- In accordance with the REGISTRATION OF CONTRACTORS subsection of the Instructions to Bidders, describe at least five (5) comparable projects completed by bidder within past thirty-six (36) month period, including dates completed, location of work, size of project in dollars, names, addresses, and phone numbers of persons in charge of project construction, and the name and address of the public agency or firm for whom the project was constructed (NOTE: Failure to include at least five (5) jobs similar in size and scope to that contemplated under the Contract Documents will render this Proposal informal or non-responsive and may result in its rejection):

Project: East Valley Road Water Main Replacement. Owner: Montecito Water District. Contact: David Wong 805-689-7680. Contract Amount: \$1,688,000. Date Completed: 6-28-2022

Project: Emergency Water Interconnect. Owner: City of Thousand Oaks. Contact: Zaeed Solfagaty 805-449-2441. Contract Amount: \$407,703.00. Date Completed: 4-18-2022

Project: Clear Spring Santa Susana Waterline Replacement. Owner: Ventura County Waterworks District No.8. Contact: Robert Herr. Contract Amount: \$821,571.00. Date Completed: 3-27-2021

Project: Pierpont Lanes Waterline Replacement. Owner: City of San Buenaventura. Contact Name: Zach Brian 805-886-0206. Date Completed: 10-28-2020

Black Canyon Waterline Replacement. Owner: Ventura County Waterworks District No.8. Contact: Jy Lukiewsky 805-583-6898. Contract Amount: \$560,477.00. Date Completed: 6-17-2020

TO BE EXECUTED BY EACH BIDDER

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF Ventura)SS

Juan Vega, being first duly sworn, declares that he/she is
[NAME]

President of J. Vega Engineering, Inc.
(SOLE OWNER, A PARTNER, PRESIDENT, SECRETARY, ETC.) [IDENTITY OF BIDDER]

the party submitting a bid for a contract covering Specification No. 22-617

Avenue "R" @ 12th St. E. Water Main Replacement 22-617
(DESCRIBE NATURE OF CONTRACT)

that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone to fix the bid price of said bidder or any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one bidder from submitting separate sub-proposals or quoting prices for materials or work to other bidders.

Dated: 10-6-22

Signed: Juan Vega
President
[TITLE]

Subscribed and sworn to before me this 6 day of October, 2022, by

Juan Vega, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Chloe Martinez
Notary Public

SEAL



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.

INFORMATION REQUIRED OF BIDDER

EQUIPMENT/MATERIAL SOURCE INFORMATION

The bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid.

Failure to comply with this requirement will render the proposal informal and may cause its rejection.

Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.

Specification No.	Equipment/Material	Manufacturer/Supplier	Delivery Time (weeks)
2-04	Ductile Iron Pipe and Fittings	U.S. Pipe/ SIP Fittings	
	MJ Accessories	SIP	4-6 months
	Service Brass	Ford Meter Box	4 months
	Valves	Mueller Company	8 Months
	Copper Pipe	Cambridge Lee	4 months
	Meter Boxes	Armorcast Company	4 months
			8 Months

LIST OF PROPOSED SUBSTITUTIONS

The bidder may name a proposed substitute manufacturer and/or equipment/material with an add or deduct amount which will be considered after award. The Contract award, if any, will be on Base Bid amounts.

<u>Spec Section</u>	<u>Equipment/Manufacturer</u>	<u>Add</u> (\$)	<u>Deduct</u> (\$)
_____	N/A _____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: November 7, 2022 **November 14, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF BOARD OF DIRECTORS HANDBOOK AND REFERENCE GUIDE. (NO BUDGET IMPACT – GENERAL MANAGER LaMOREAUX/AD HOC DIRECTOR HANDBOOK/REFERENCE GUIDE COMMITTEE-DIRECTOR WILSON/DIRECTOR KELLERMAN)*

Recommendation:

Staff and the Ad Hoc Committee recommend the full Board approve the Board of Directors Handbook and Reference Guide.

Background:

District staff has an on-boarding process for new Directors. This process includes the presentation of the Rules and Regulations, current Budget, Urban Water Management Plan, and several other documents, reports, and forms. To make this process smoother, Executive Assistant Deans, with initial input from President Dizmang, created a Board of Directors Handbook and Reference Guide. The intent of the Guide is to help new Directors become familiar with the District and with their role as a Director.

The Guide includes information about the District, what to expect as a new Board member, and the Board's role, among other items. The Guide will be provided to new Board Members after election results are received as their initial introduction to the District and as a source to refer back to during their time as a Director. The Guide will also be provided to current Board Members so that all Directors have the same information and references. In addition to a hard copy of the Guide, a pdf version will also be prepared for the Directors' iPads. Attachments for the Guide will be updated similar to updates provided for the Rules and Regulations.

Currently provided information for new Board Members will continue to be provided, and meetings will be scheduled with the General Manager and Assistant General Manager. Tours of District facilities will also be scheduled.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District's Mission Statement.

Budget:

The Board of Directors Handbook and Reference Guide will not affect the budget.

Supporting Documents:

- Board of Directors Handbook and Reference Guide



Palmdale Water District

Board of Directors Handbook and Reference Guide

November 2022



MISSION STATEMENT

To provide high-quality water to our current and future customers at a reasonable cost.

VISION STATEMENT

To strive for excellence in providing great customer care; advocating for local water issues that help our residents; educating the community on water-use efficiency; and leading our region in researching and implementing emerging technologies that increase operational efficiency.

CORE VALUES

To guide us as we work together to serve the public, to set the tone for the organization, and to help make informed decisions that benefit the District, staff, and the ratepayers.

▶ *INTEGRITY*

Performing our duties in an ethical, fair, reliable, honest, and courageous manner regardless of the situation.

▶ *TEAMWORK*


Working with colleagues to accomplish the organization's goals and respecting each other's contributions that best benefit the organization.

▶ *DIVERSITY*

Embracing and respecting differing ideas, cultures, ethnicities, class, and gender.

▶ *PASSION*

Showing evidence of energy, enthusiasm, devotion, and motivation while pursuing excellence in one's work, ideas and goals.



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ATTACHMENTS:

1. Rules and Regulations Article 4: Appendix V (Guidelines for Director Compensated Meetings and Activities and Director Meeting Report Form)
2. Recommended Conferences and Webinars
3. Rules and Regulations Article 4
4. Rules and Regulations Article 4: Appendix A (Resolution and Map of Voting Divisions)
5. Rules and Regulations Article 4: Appendix DD (Board Meetings: Rules of Procedure)
6. Rules and Regulations Article 4: Appendix JJ (Resolution, Guidelines for the Preparation of Meeting Minutes)
7. General Manager Employment Agreement/Amendments; General Counsel Contract Services Agreement; Financial Advisor Contractor Agreement
8. 2022 Standing Committees and Appointments
9. Palmdale Water District Conflict of Interest Code
10. Organizational Structure Chart
11. Department Manager Photo/Contact List
12. Terminology/Water Terms/Acronyms

WHAT TO EXPECT AS A NEW BOARD MEMBER:

- ▶ Palmdale Water District (PWD) staff will help new Board Members become familiar with PWD and with the Board Member role. Documents about PWD, special districts, and the Brown Act will be provided to new Board Members. These documents include: PWD's Rules and Regulations, the current Urban Water Management Plan, the current year budget, PWD Strategic Plan brochure, Open & Public V-Guide to the Ralph M. Brown Act, Carver Guide 'Roles and Responsibilities as a Board Member,' ACWA brochures-Special Districts and California Water Agency Utilities, CSDA Special District Board Member/Trustee Handbook and Special Districts-The Most Local of Local Governments, 100th anniversary book-Palmdale Water District A Century of Service-Our First 100 Years 1918 – 2018, PWD Employee Handbook, PWD policy regarding harassment, current General Manager monthly report, general information on PWD projects and activities, Director compensation and reimbursement procedures and related forms, direct deposit authorization, tax withholding documents, Form I-9, benefit information and holiday schedule for current year, Board/General Manager/Attorney contact information, notification of Form 700 filing requirement, a list of current Board Committees, and an application to join the Palmdale Fin & Feather Club, who lease the Palmdale Lake property from PWD. Logo-related items, a District-issued cell phone and iPad, and a door badge for building entry will also be provided. A brief bio will be requested for use on PWD's website and in press releases, and a professional photography sitting for a headshot will be scheduled.
- ▶ Meetings with the General Manager and Assistant General Manager will be scheduled for review of all documents, to receive an overview of the District's operations, and to schedule tours of the Leslie O. Carter Water Treatment Plant, headquarters building, Littlerock Dam, Amargosa Creek Recharge Project, Water Augmentation Project, pumping facilities, well sites, and storage reservoirs.
- ▶ After election results, staff will send new Board Members all agenda packets so they can become familiar with the agenda packet and meeting process. In addition to Regular Board Meetings, new Board Members are encouraged to attend Board Committee Meetings as an observer as well as the meetings of other outside agencies who typically conduct business with the Palmdale Water District. During the first year of office, new Board Members will be compensated for attendance at these meetings. After the first year, Board Members are compensated for meetings as outlined in Appendix V of the District's Rules and Regulations. (*Attachment No. 1 – Guidelines for Director Compensated Meetings and Activities and Director Meeting Report Form*). After one month of observing meetings, new Board Members are eligible to be assigned to Board Standing and/or Ad Hoc Committees.
- ▶ To help new Board Members understand the function of each of the District's Departments, the General Manager will introduce Department Managers to the Board of Directors at a Regular Board Meeting. Each Department Manager will provide a brief overview of their Department's responsibilities.

TRAINING/CONTINUING EDUCATION:

There are several training courses required to be completed by new Board Members within the first year of being seated. These include:

- ▶ AB1234 Ethics Training
- ▶ Sexual Harassment Training
- ▶ California Special Districts Association Special District Leadership Academy Modules:
 - Module 1-Governance Foundations
 - Module 2-Setting Direction
 - Module 3-Board's Role in Finance
 - Module 4-Board's Role in Human Resources

Proof of attendance at these trainings must be submitted to the Human Resources Department.

New Board Members are encouraged to attend relevant conferences, seminars, and/or webinars as recommended by the General Manager to further their education in the water and special district industry. These courses are offered through the California Special Districts Association (CSDA), the Association of California Water Agencies (ACWA), and the American Water Works Association (AWWA). (*Attachment No. 2 – Recommended conferences and webinars*)

In addition, continuing education is required for specific District certifications and is encouraged to gain a better understanding of the water industry and to stay up-to-date on the many changes and challenges occurring. Conferences, seminars, and webinars are held throughout the year. PWD staff is available to make all arrangements for these events. A list of available conferences, seminars, and webinars is made available in January of each year to assist Directors with budgeting and arrangements for these events.

Attendance at Board-approved conferences, seminars, webinars, and training must be reported pursuant to Article 4 of the District's Rules and Regulations (*Attachment No. 3 – Article 4.07.3(c) Director Compensation*).

WHAT IS THE PALMDALE WATER DISTRICT?

PWD is an irrigation district formed under the provisions of Division 11 of the Water Code of the State of California. Under the law, the District's primary functions are to acquire, control, conserve, store and distribute water for the beneficial use of inhabitants and water users within the District. The Water Code authorizes the District to establish rules and regulations governing its operations.

PWD is an independent special district governed by a five-member Board of Directors who serve the public by their division, or area, as shown in Appendix A of the Rules and Regulations (*Attachment No. 4 – Resolution and Map of Voting Divisions*).

What is the Palmdale Water District? continued...

Special districts provide accountability to the public. They provide a means to vote selectively and provide customers the opportunity to express their preferences more precisely. Studies on special districts strongly support special districts as the best way to approach resource management, such as water, and outline the most basic virtue of a special district – to allow citizens to customize government to suit their needs.

The overall objective of PWD is to make available the highest quality water at the lowest possible cost. The District provides water service under the following guidelines:

Operations:

To operate the water supply, treatment, storage, and distribution facilities in a manner to provide the most economical and dependable service possible.

Planning:

To provide for the studies, designs and plans for water system facilities to meet present and future demands for water service.

Equitable Allocation of Costs:

To establish such rates, charges, and fees and assessments necessary to meet the costs of providing service and to equitably allocate such costs.

Water Resources for PWD include:

Littlerock Dam:

Captures and holds local surface water runoff for use as needed during the year.

Groundwater:

Pumped from PWD's wells located throughout the District.

Recycled Water:

Reclaimed water that has received tertiary level treatment at Sanitation Districts of Los Angeles County Treatment Plants.

Imported Source – State Water Project:

Provides surface water from Northern California to PWD via the California Aqueduct.

WHAT IS THE BOARD'S ROLE?

The Board of Directors establish policies that guide PWD to meet its mission. They set direction, make decisions, approve the budget, and establish strategic goals and objectives for the District as well as serve the best interests of the community, provide services that are essential to the

What is the Board's Role? continued...

community, and represent the people of their division. Directors understand and provide leadership in regional, state, and national issues affecting the operations of the District.

Directors work together as a team, have no individual powers separate from the powers of the Board, and have no authority to act individually without delegation of authority from the full Board. Acting as an individual without authority from the Board exposes the Director to personal and District liability.

Understanding the dynamics of the Board, individual perspectives, and opinions helps strengthen PWD and provides the groundwork for maintaining a clear vision of the future, a unity of purpose, and a cohesive Board.

Rules of Procedure and Conduct of the Board of Directors are outlined in Appendix DD of the Rules and Regulations (*Attachment No. 5 – Board Meetings: Rules of Procedure*).

Directors attend all regular and special meetings of the Board, including committee meetings and other functions approved in advance by the Board of Directors. Meetings of the Board of Directors are outlined in Article 4 of the District's Rules and Regulations (*Attachment No. 3 – Article 4.03 Meetings of the Board*).

Staff prepares minutes of these meetings pursuant to Appendix JJ of the Rules and Regulations (*Attachment No. 6 – Resolution, Guidelines for the Preparation of Meeting Minutes*).

OFFICERS:

Officers of the Board of Directors are: President, Vice President, Treasurer, Secretary, and Assistant Secretary. Officers are elected by a 3/5 majority vote of the Board. The Board reorganizes every two years, following an election, unless a 3/5 majority vote of the Board approves a reorganization at any other time. Officers have no rights or authority different from any other Director. Duties and obligations of each of the officers are outlined in Article 4 of the Rules and Regulations (*Attachment No. 3 – Article 4.06 Duties and Obligations of the Officers of the Board*).

WHO WORKS FOR THE BOARD?

► **GENERAL MANAGER:** The General Manager is hired by the Board of Directors to carry out Board policies, direct District operations, recommend policies and programs, carry out Board-approved policies and projects, provide day-to-day supervision of employees, and control District

Who Works for the Board? continued...

expenditures. A clear delineation of the General Manager's responsibilities and authority is outlined in the General Manager Employment Agreement (*Attachment No. 7 – General Manager Employment Agreement between PWD and Dennis D. LaMoreaux*).

The General Manager is the Board's link to operational achievement and conduct. All authority and accountability of staff is considered the authority and accountability of the General Manager. Board communications to District staff are made through the General Manager's office to ensure staff's time and resources are most efficiently used and to ensure compliance with budget restrictions per Article 4 of the Rules and Regulations (*Attachment No. 3 – Article 4.15 Responsibilities and Authority of the Board and General Manager*).

► **GENERAL COUNSEL:** The District has a contract for general legal services with the law firm of Aleshire & Wynder, LLP. The firm selects, and the Board of Directors approves, one lawyer to serve as General Counsel. The General Counsel represents the District as a public agency, as guided by the decisions made by the Board of Directors, and the General Counsel reports directly to the Board of Directors as a body. The General Counsel collaborates closely with management to ensure that all actions taken are consistent with the law. The General Counsel does not represent individual Directors and cannot answer personal legal questions. Also, the General Counsel does not make policy decisions, but rather only advises on the legality of different policy positions that the Board is considering. The Board remains the policy making body at all times (*Attachment No. 7 – General Counsel Contract Services Agreement*).

► **FINANCIAL ADVISOR:** The District has a contract for Financial Advisor services with the firm of Egan & Egan. The Financial Advisor is engaged directly by the Board of Directors, regularly reports to the District's Finance Committee, and coordinates services with and through the General Manager. The Financial Advisor performs financial services and duties as outlined in the contract (*Attachment No. 7 – Financial Advisor Contractor Agreement*).

WHAT IS A BOARD COMMITTEE?

Board Committees review specific subject matter. Committees are given the authority to obtain more information, investigate, and provide a report or recommendation to the full Board. Directors are appointed to Standing Board Committees and specific organizations by the Board President. PWD's Committees include:

- *Resource and Facilities:*
Ensures reliable water sources, facilities, and equipment
- *Personnel:*
Promotes employee retention and excellence
- *Finance:*
Ensures and maintains financial stability

What is a Board Committee? continued...

▶ *Outreach:*

PWD to be an industry leader, both locally and regionally, and to develop new and innovative programs

Directors are also appointed as representatives to specific organizations as follows:

- ▶ Antelope Valley State Water Contractors Association
- ▶ Palmdale Recycled Water Authority
- ▶ Plant 42 Environmental Restoration Advisory Board
- ▶ Association of California Water Agencies (ACWA) and JPIA
- ▶ North L.A. County Special Districts Association
- ▶ AVEK
- ▶ Fin & Feather Club
- ▶ United Water Conservation District

An Ad Hoc Committee is a Board Committee formed to consider a specific project or issue. Ad Hoc Committees disband when the project or issue is completed. (*Attachment No. 8 – PWD Committees, Appointments, and Liaisons*)

WHAT IS A FORM 700 STATEMENT OF ECONOMIC INTEREST?

Board members and certain staff members are required to file annual Form 700 statements to report investments, business positions in business entities, real property, and income from sources that are located or doing business within PWD's jurisdiction for the prior calendar year. A Form 700 Statement of Economic Interest is a public document that must be filed with the Board of Supervisors office each year by April 1. Gifts of any type, regardless of source, are reportable regardless of jurisdiction. Specific types of expenses for disclosure are identified in the Form 700.

District staff will provide new Board Members with the paperwork to complete a Form 700, and once completed by the Director, District staff will mail the document to the Board of Supervisors. A new Board Member's initial Form 700 is an 'Assuming Office Statement' and must be filed within 30 days of assuming office.

WHAT ABOUT CONFLICTS OF INTEREST?

No public official, at any level of state or local government, shall make, participate in making, or in any way use his or her official position to influence a governmental decision in which he or she knows or has reason to know he or she has a financial interest.

What About Conflicts of Interest? continued...

Officials must refrain from participating in the decision-making process when it is:

Reasonably foreseeable that the governmental decision will have a financial effect on any of the public official's financial and/or real property interests.

(Attachment No. 9 – PWD's Conflict of Interest Code)

WHAT IS THE BROWN ACT?

The Ralph M. Brown Act is also known as the 'Open and Public Meeting' Act. It was established to ensure that all meetings of the legislative body of a local agency are open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency.

Public Meeting Definition:

A public meeting includes any gathering of a majority of the members of a legislative body to hear, discuss, or deliberate upon any item which is within its subject matter jurisdiction. A meeting includes any use of direct communication, personal intermediaries, or technological devices which are employed by a majority of the members of the legislative body to develop a collective concurrence on action to be taken by members of the legislative body.

WHAT IS AN AGENDA?

A public notice, or agenda, must be given noting the time and place of meetings. Agendas must be posted for regular, special, emergency, committee, and workshop meetings. PWD staff ensures the timely posting of agendas for meetings. Agendas must include all matters to be transacted or discussed and sufficient language to inform the public of the nature of each item of business to allow the public the opportunity to determine whether or not to participate.

A typical Regular Board Meeting agenda will include:

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.
- 5) Presentations:
- 6) Action Items - Consent Calendar (These items are routine items, such as minutes and payment of bills, and are considered at one time by one motion. Any item can be pulled from the Consent Calendar for additional discussion and consideration.)

What is an Agenda? continued...

- 7) Action Items – Action Calendar (These are items requiring individual Board action. Staff typically provides detailed information on each item before action is taken.)
- 8) Information Items (Reports of Directors, General Manager, General Counsel)
- 9) Board members' requests for future agenda items.
- 10) Adjournment.

Agendas may also include a Closed Session item for the Board to discuss matters of litigation. (*Attachment No. 5 – Article 4 Appendix DD – Board Meetings: Rules of Procedure*).

HOW ARE WE ORGANIZED? DEPARTMENT FUNCTIONS:

PWD's organizational structure is shown on the Organizational Structure Chart (*Attachment No. 10 – Organizational Structure Chart*). The function of each Department is as follows:

Administration:

The Administration Department manages the District through the Board of Directors (set policy) and the General Manager (reports to the Board and manages daily operations). The Attorney and Financial Advisor positions answer to the Board, interact with staff through the General Manager, and are an integral part of the Administration Department. The positions of Assistant General Manager, Executive Assistant, Management Analyst, Resource and Analytics Director, Resource and Analytics Supervisor, Public Affairs Director, and Public Affairs Specialist operate out of the Administration Department.

Engineering:

The Engineering Department's primary responsibilities are planning, project development and management, and quality control. Associated duties include CEQA compliance, permit maintenance, plan checking, construction inspection, updating facility maps, maintaining standard construction specifications, and reporting water production to maintain water rights.

Facilities:

The Facilities Department oversees maintenance and repairing of all pipelines, vehicles and equipment, and related facilities. Staff monitors and maintains operation of 22 active groundwater wells, 17 reservoir sites, 15 booster stations, 20 pressure regulating stations, 9 seismic valves, 9 hydro-pneumatic tanks, and hypochlorite disinfection equipment at 32 of these sites. Staff is also accountable for maintaining water quality standards, system chlorine residuals, energy management, and pumping efficiencies.

How Are We Organized? Department Functions: continued...

Operations:

The Operations Department operates the water distribution system including the Leslie O. Carter Water Treatment Plant, Lake Palmdale, Littlerock Dam and Reservoir, and Palmdale Ditch for surface water sources and treatment. Staff is responsible for maintaining compliance with all federal, state, and local regulations on water quality standards, updating the watershed sanitary survey and development of wellhead protection as a source water protection plan, lake management, energy management, and pumping efficiency as well as customer-related water quality complaints and water quality analysis.

Finance:

The Finance Department oversees the finance-related aspects of the District. This includes billing, payment processing, collections, accounts payable, payroll, bank reconciliation, state and local financial reporting, auditing, internal controls, and fixed asset allocation.

Water Use Efficiency:

The Water Use Efficiency Department's primary responsibilities are securing additional sources of water supply, planning and executing conservation programs, and providing information and education on conservation issues for PWD customers and classrooms.

Human Resources:

The Human Resources Department manages human resource-related tasks including planning, organizing, directing, and reviewing the activities and operations of this department, recruitment and selection, on-boarding, classification and compensation, benefits administration, employee relations, performance management, training, safety, and risk management.

Information Technology:

The Information Technology (IT) Department's primary responsibility is to provide a safe and secure networking environment and providing IT support for the computer network including the operation, maintenance, upgrade, and repair of network hardware and District employee workstations. Additional responsibilities include day-to-day operation of the network data center and servers, the phone system, office machines, software applications, and testing and evaluating new software applications and hardware considered for purchase to ensure they perform in the current and future infrastructure.

Customer Care Department:

The Customer Care Department manages the day-to-day affairs for PWD's customers. This includes handling meter readings, new service applications, customer complaints, payment processing through the front counter and telephone, and records management.

(Attachment No. 11 – Department Manager Photo/Contact list)

DIRECTOR COMPENSATION:

Directors shall be compensated for attendance at meetings of the Board, including Committee meetings and other functions as approved in advance by the Board of Directors. Compensation is at the rate of \$220.00 per day up to the maximum number of days per month and the maximum annual compensation allowable by law. Directors shall also be entitled to compensation for a day of service in attendance at all meetings and occurrences listed in Appendix V of the Rules and Regulations (*Attachment No. 1 – Guidelines for Director Compensated Meetings and Activities and Director Meeting Report Form*).

Completed ‘Monthly Meeting Compensation Forms’ are to be submitted for processing by or at the first regular Board meeting of the following month. For example, April’s Monthly Meeting Compensation Form is to be submitted by the first regular Board meeting in May. Expense reports, if any, are to be submitted by or at the first regular Board meeting or within one month of the event. These Forms and Reports are to be submitted to the General Manager, Finance Manager, or Executive Assistant. Payment will be available the third Wednesday of each month.

All meetings for which compensation is requested shall be reported on by the Director, either orally or in writing, at a Regular Board Meeting prior to receiving compensation in accordance with AB1234 requirements.

Detailed information on Director Compensation and Director Expenses are outlined in Article 4 of the Rules and Regulations (*Attachment No. 3 – Article 4.07.3 Director Compensation, Article 4.07.4 Director Expenses*).

TERMINOLOGY/WATER TERMS/ACRONYMS:

There are many terms and acronyms specific to the water industry. (*Attachment No. 12 – List of definitions and acronyms*)

ATTACHMENT NO. 1

APPENDIX V

GUIDELINES FOR DIRECTOR COMPENSATED MEETINGS AND ACTIVITIES

AND

DIRECTOR MEETING REPORT FORM

ORDINANCE NO. 21-1

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
PALMDALE WATER DISTRICT AUTHORIZING AN INCREASE IN
DIRECTORS' COMPENSATION PAID FROM \$150.00 TO \$220.00
FOR EACH DAY'S ATTENDANCE AT MEETINGS OR EACH DAY'S SERVICE
RENDERED AS A MEMBER OF THE BOARD OF DIRECTORS**

WHEREAS, on February 9, 1998, the Board adopted Ordinance No. 98-1 pursuant to Water Code Sections 20201 and 20202 setting the compensation of Board members; and

WHEREAS, on December 11, 2009, the Board voted to reduce compensation of Board members pursuant to Water Code Sections 20201 and 20202; and

WHEREAS, the compensation for Directors for each day's attendance at meetings of the Board is \$150.00 under Board action taken December 11, 2009; and

WHEREAS, the Board desires to adjust Board Member compensation as permitted under State law; and

WHEREAS, this item was properly noticed for a public hearing by the Board of Directors on May 30, 2021 and June 6, 2021 pursuant to Water Code Section 20203.

BE IT ORDAINED by the Board of Directors of the Palmdale Water District, as follows:

Section 1: The recitals above are true and correct and incorporated herein by reference.

Section 2: Compensation to members of the Board of Directors of the Palmdale Water District is hereby increased to \$220.00 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 3: Any future increases in compensation for Directors must be approved by an ordinance of the Board and the increase may not exceed the amount permitted by State law since the last increase.

Section 4: This Ordinance shall be effective sixty (60) days after its passage.

Section 5: Upon the effective date of this ordinance, Ordinance No. 98-1 shall no longer be in effect.

Section 6: The Clerk of the Board of Directors shall certify to the passage of this Ordinance and cause the same to be posted and published in accordance with law.

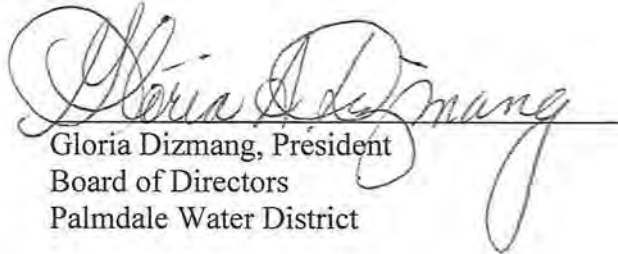
PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District on June 14, 2021 by the following roll call vote:

Aye: President Dizmang, Directors Dino, Mac Laren-Gomez, Merino

No: None.

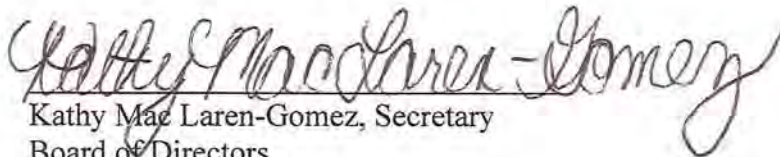
Absent: Director Wilson

Abstain: None.



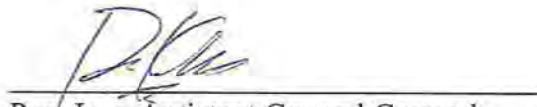
Gloria Dizmang, President
Board of Directors
Palmdale Water District

ATTEST:



Kathy Mac Laren-Gomez, Secretary
Board of Directors
Palmdale Water District

APPROVED AS TO FORM:



Pam Lee, Assistant General Counsel
Aleshire & Wynder, LLP

APPENDIX V

Palmdale Water District Guidelines for Director Compensated Meetings and Activities				
Organization/Affiliation	Meeting, Event, or Function	Criteria	Director Fee	Expenses
Palmdale Water District	Business Functions: Board meetings, Committee meetings, Appointed Position meetings (i.e. AVSWCA, Plant 42 ERAB), and General Manager initiated meetings.	All meetings and functions sponsored or conducted by the District; all Board-approved chair, member, and alternate committee and liaison assignments as provided; legislative meetings and trips for District related business.	YES	YES
	Internal District Activities: Staff meetings, Employee Lunches, Employee Appreciation Events, and Christmas Lunch/Dinner, etc.		NO	NO
	Water Awareness Activities: Landscape Workshops, Blue Ribbon Water Week, Water Awareness Month Activity, etc.	Director compensation only if scheduled to work a booth or some aspect of the event.	YES	YES
Antelope Valley water purveyors	Public Board and committee meetings of AVEK, LCID, QHWD, RCSD, LACWW District 40, and mutual water companies.	All meetings in this category can be claimed for compensation during the first year of a new director's term. All meetings and functions sponsored or conducted by these organizations where business with PWD is directly referenced as an agenda item can be claimed for compensation by all directors.	YES	YES
Areas Served by the District	Meetings of the Palmdale City Council, Palmdale Planning Commission, Los Angeles County Regional Planning, and Los Angeles County Board of Supervisors.	All meetings in this category can be claimed for compensation during the first year of a new director's term. All meetings and functions sponsored or conducted by these organizations where business with PWD is directly referenced as an agenda item can be claimed for compensation by all directors.	YES	YES
Antelope Valley Integrated Regional Water Management Group	Monthly meetings scheduled through completion of Plan.	Meetings will be compensated for one director per month unless an Ad-Hoc Committee is formed for this issue. Both assigned directors would then be eligible for attendance compensation.	YES	YES
Association of California Water Agencies (ACWA)	ACWA Spring and Fall Conferences (including ACWA/JPIA meetings), Federal and State Legislative Conferences, Region 8 meetings, ACWA-appointed committee meetings, Public Water Agency Group meetings, and other ACWA-sponsored events.	All meetings, functions, and tours, sponsored or conducted by this organization and confirmed in advance by PWD Board action.	YES	YES
California Special Districts' Association (CSDA)	Annual Conference, educational functions, legislative meetings, CSDA-appointed committee meetings, and other CSDA-sponsored events.	All meetings, functions, and tours, sponsored or conducted by this organization and confirmed in advance by PWD Board action.	YES	YES
Water Education Foundation	Annual briefings and water-related tours.	All meetings, functions, and tours, sponsored or conducted by this organization and confirmed in advance by PWD Board action.	YES	YES
Director Training Programs	CSDA Governance Academy and Special District Institute Certificate of Completion.	All new directors are encouraged to complete one or both of these programs in their first two years on the Board in addition to any legally required training.	YES	YES
Palmdale Chamber of Commerce	Annual dinner, monthly business meetings, business mixers, monthly luncheons, Christmas Parade, and other special events.	Attendance not compensable unless speaking on behalf of the District.	NO	YES
Other Antelope Valley Non-Governmental Organizations	Meetings of the A.V. Board of Trade, A.V. Building Industry Association, Palmdale Sheriff Boosters, Chambers of Commerce, etc.	Attendance not compensable unless speaking on behalf of the District.	NO	YES
Other Antelope Valley Governmental Organizations	Meeting of the Sanitation Districts of Los Angeles County Districts 14 and 20, Lahontan Regional Water Quality Control Board (Southern California), Lancaster City Council, town councils, etc.	Attendance not compensable unless speaking on behalf of the District.	NO	YES
Other Community Events	Antelope Valley Fair, Home & Garden Show, Palmdale Fall Festival, Palmdale Thursday Nights at the Square, Summer Concerts, Poppy Festival, etc.	Attendance not compensable unless speaking on behalf of the District, scheduled to work a booth on behalf of the District, or otherwise act as a formal representative of the District.	NO	NO



PALMDALE WATER DISTRICT DIRECTOR MONTHLY MEETING COMPENSATION FORM

INSTRUCTIONS: SUBMIT FORM TO DAWN DEANS BY THE FIRST REGULAR BOARD MEETING FOR PRIOR MONTHS' MEETINGS. VERIFIED FORMS WILL BE FORWARDED FOR PROCESSING.

DIRECTOR TO COMPLETE AB1234 REPORTING COLUMN

NAME: _____ **MONTH:** _____ **YEAR:** _____

SIGNATURE: _____ **DATE:** _____

<i>MEETING DESCRIPTION</i>	<i>DATE</i>	<i>AB1234 REPORT GIVEN PER ARTICLE 4 SECTION 4.07.5</i>	<i>AMOUNT</i>
<u>REGULAR BOARD MEETINGS:</u>			
2 nd Monday		N/A	\$
4 th Monday		N/A	\$
<u>SPECIAL BOARD MEETINGS:</u>			
		N/A	\$
		N/A	\$
		N/A	\$
<u>COMMITTEE MEETINGS:</u>			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
<u>OTHER AUTHORIZED MEETINGS:</u>			
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
TOTAL AMOUNT DUE:			\$

FOR OFFICE USE ONLY:
VERIFICATION OF AB1234 REPORTING
PER BOARD MINUTES

NAME/SIGNATURE

DATE

PALMDALE WATER DISTRICT DIRECTOR EXPENSE REPORT

(name of conference/dates)

CC – Denotes a Credit Card (CalCard) Expense / check the CC box for District CalCard expenses
 C – Denotes a Cash Expense / Personal credit cards are considered “Cash”

Expense Type	Sun.	c	cc	Mon.	c	cc	Tues.	c	cc	Weds.	c	cc	Thurs.	c	cc	Fri.	c	cc	Sat.	c	cc	Total	
	Hotel																						
Telephone																							
\$15/DAY Breakfast																							
\$20/DAY Lunch																							
\$40/DAY Dinner																							
Gratuities																							
Air Travel																							
Shuttle/ Taxi Fares																							
Parking																							
Registration Fees																							
Total																							

Mileage	TO	AROUND TOWN	RETURN	
Start				
End				TOTAL ROUNDTRIP
Total				

Total Mileage: _____
 x Mileage Rate: _____ 0.58

Cash Expenses: _____
 Credit Card Expenses: _____
 Mileage Expense: _____
 Total Expenses: _____
TOTAL REIMBURSEMENT: _____

 Printed Name

**PER RULES AND REGULATIONS ARTICLE 4.07.4:
 DETAILED RECEIPTS AND SUMMARY RECEIPTS
 MUST BE ATTACHED FOR ALL EXPENSES.**

 Signature Date

DIRECTOR MEETING REPORT FORM

NAME: _____ **DATE:** _____

PWD BOARD APPROVAL DATE: _____

NAME OF MEETING/ORGANIZATION:

DATE(S) AND LOCATION OF MEETING:

GENERAL SUBJECT MATTER OF MEETING:

KEY POINT(S) RELATING TO PWD OPERATIONS AND/OR POLICIES:

LIST OF NEW CONTACT(S) AND HOW THEY CAN BENEFIT PWD:

ATTACHMENT NO. 2

**CONFERENCES, SEMINARS, TRAINING SESSIONS APPROVED AT
PALMDALE WATER DISTRICT JANUARY 10, 2022 MEETING**

RECOMMENDED COURSES FOR NEW BOARD MEMBERS ARE HIGHLIGHTED
NOTE – SOME COURSES ARE DUPLICATED TO PROVIDE OPTIONS

- 1) California Special Districts Association (CSDA) Webinar: What's New in Prevailing Wage to be held January 11, 2022.
- 2) CSDA Virtual Workshop: Records Management to be held January 12 & 13, 2022.
- 3) Association of California Water Agencies (ACWA) Webinar: Ask the Agency Manager-Telematics Benefit to be held January 13, 2022.
- 4) American Water Works Association (AWWA) Webinar: Lessons Learned from 2015 Drought – How to Prepare for the Next to be held January 13, 2022.
- 5) CSDA Webinar: Brown Act Refresher and Updates to be held January 18, 2022.
- 6) CSDA Webinar: The New World of Remote Work to be held January 19, 2022.
- 7) CSDA Webinar: AB 1234 Ethics Training to be held January 26, 2022.
- 8) CSDA Webinar: Annual Employment Law Update to be held January 27, 2022.
- 9) CSDA Webinar: Tools for Workplace Violence De-escalation to be held February 1, 2022.
- 10) CSDA Virtual Workshop: Board Member Best Practices to be held February 2, 2022.
- 11) California Foundation on the Environment and the Economy (CFEE) Special Conference on Federal & State Infrastructure Spending – The Funding Blitz is On! Is California Ready to Make the Most of the Coming Infrastructure Investments? to be held February 3 – 4, 2022 in Napa.
- 12) CSDA Webinar: What Special Districts Need to Know about the California Public Records Act (CPRA) to be held February 8, 2022.
- 13) CSDA Virtual Workshop: Crisis Communications to be held February 9, 2022.
- 14) CSDA Webinar: Sexual Harassment Prevention for Supervisors to be held February 15, 2022.
- 15) CSDA Virtual Workshop: Special District Leadership Academy (SDLA) Module 1 – Governance Foundations to be held February 16 and 17, 2022.
- 16) Water Education Foundation Virtual Event: Exploring Drought in Solano County to be held February 19, 2022.
- 17) CSDA Webinar: Navigating Prop 218 Rates and Fees to be held February 22, 2022.
- 18) CSDA Virtual Workshop: Budget Preparations for Special Districts to be held February 23, 2022.
- 19) AWWA Utility Management Conference to be held February 21 – 24, 2022 in Orlando, Florida.
- 20) CSDA Webinar: School Partnerships to be held February 28, 2022.
- 21) CSDA Webinar: Tools for Managing Disaster Response and Recovery to be held March 1, 2022.
- 22) CSDA Virtual Workshop: Policy and Procedure Writing to be held March 2, 2022.
- 23) CSDA Webinar: Sexual Harassment Prevention for Non-Supervisors to be held March 8, 2022.
- 24) CSDA Virtual Workshop: Build the Board Chair & Manager Connection to be held March 8 and 15, 2022.

- 25) CSDA Virtual Workshop: SDLA Module 2 – Setting Direction to be held March 9 and 10, 2022.
- 26) CSDA Webinar: Board Member & District Liability Issues to be held March 14, 2022.
- 27) CSDA Webinar: How to Develop a Diversity, Equity, Inclusion, Belonging (DEIB) Roadmap for Your Agency to be held March 15, 2022.
- 28) CSDA Virtual Workshop: HR Boot Camp for Special Districts to be held March 16 and 17, 2022.
- 29) CSDA Special District Risk Management Authority (SDRMA) to be held March 22, 2022 in Sacramento.
- 30) CSDA Webinar: Search Engine Optimization to Support Communication to be held March 24, 2022.
- 31) AWWA Sustainable Water Management Conference to be held March 27 – 30, 2022 in Denver, Colorado.
- 32) CSDA Webinar: What to Expect From Your Financial Department to be held March 29, 2022.
- 33) CSDA Virtual Workshop: Rate Setting Under Propositions 218 and 26 to be held March 30 and 31, 2022.
- 34) CSDA Special District Leadership Academy to be held April 3 – 6, 2022 in San Diego.
- 35) AWWA-CA-NV Spring Conference Sustainable Water Through the Millennium to be held April 11 – 14, 2022 in Anaheim.
- 36) CSDA Webinar: Reserve Policies for Special Districts – How Much is Enough? to be held April 12, 2022.
- 37) CSDA Virtual Workshop: Prevailing Wage – Basics and Beyond to be held April 13 and 14, 2022.
- 38) CSDA Virtual Workshop: SDLA Module 3 – Board’s Role in Finance to be held April 18 and 19, 2022.
- 39) CSDA Virtual Workshop: The California Environmental Quality Act (CEQA) to be held April 20 and 21, 2022.
- 40) CSDA Webinar: Addressing Cybersecurity Risks to be held April 26, 2022.
- 41) CSDA Virtual Workshop: Financial Management for Special Districts to be held April 27 and 28, 2022.
- 42) Public Relations Society of America (PRSA) Western District Conference to be held April 27 – 29, 2022 in Honolulu, Hawaii.
- 43) 2022 Western Region International Public Management Association for Human Resources (IMPA – HR) Annual Training Conference to be held May 1 – 4, 2022 in Anaheim.
- 44) CSDA Webinar: Winning Federal Grants – Steps to Success to be held May 3, 2022.
- 45) ACWA 2022 Spring Conference & Exhibition to be held May 3 – 6, 2022 in Sacramento.
- 46) CSDA Virtual Workshop: SDLA Module 4 – Board’s Role in HR to be held May 4 and 5, 2022.
- 47) CSDA Webinar: Latest Trends in Municipal Financing to be held May 10, 2022.
- 48) CSDA Virtual Workshop: Overview of Special District Laws to be held May 10 – 12, 2022.
- 49) CSDA 2022 Special Districts Legislative Days to be held May 17 – 18, 2022 in Sacramento.

- 50) CSDA Webinar: CalPERS Update – What is the Impact of 21% Return and Lowering of Discount Rate to be held May 19, 2022.
- 51) AWWA Annual Conference & Exhibition (ACE) 22 Water Conference to be held June 12 – 15, 2022 on-line or in San Antonio, Texas.
- 52) CSDA Webinar: Increase Efficiency With Cloud Technology to be held June 14, 2022.
- 53) CSDA Webinar: Navigating the Surplus Land Act to be held June 16, 2022.
- 54) CSDA 2022 General Manager Leadership Summit to be held June 19 – 21, 2022 in Coronado.
- 55) CSDA Webinar: Financing With Flexibility to be held July 26, 2022.
- 56) 2022 Tri-State Seminar to be held August 8 – 11, 2022 in Las Vegas, Nevada.
- 57) CSDA 2022 Annual Conference & Exhibitor Showcase to be held August 22 – 25, 2022 in Palm Desert.
- 58) 2022 California Association of Public Information Officials (CAPIO) Annual Conference to be held August 29 – September 1, 2022 in San Diego.
- 59) 2022 WateReuse California Annual Conference to be held September 11 – 13, 2022 in San Francisco.
- 60) AWWA Water Infrastructure Conference to be held September 11 – 14, 2022 in Portland, Oregon.
- 61) CSDA Webinar: Effective Management of People in a Hybrid Workplace to be held September 13, 2022.
- 62) CSDA Virtual Workshop: Supervisory Skills for the Public Sector to be held September 14, 2022.
- 63) CSDA 2022 Special District Leadership Academy to be held September 18 – 21, 2022 in Napa.
- 64) CSDA Webinar: AB 1234 Training – Ethics Training to be held October 11, 2022.
- 65) CSDA Virtual Workshop: HR Boot Camp for Special Districts to be held October 12 and 13, 2022.
- 66) CSDA Webinar: Sexual Harassment Prevention for Supervisors to be held October 18, 2022.
- 67) CSDA Virtual Workshop: Financial Management for Special Districts to be held October 26 and 27, 2022.
- 68) CSDA 2022 Board Secretary-Clerk Conference to be held November 7 – 9, 2022 in Seaside.
- 69) CSDA Webinar: Sexual Harassment Prevention for Non-Supervisors to be held November 15, 2022.
- 70) ACWA 2022 Fall Conference & Exhibition to be held November 29 – December 2, 2022 in Indian Wells.
- 71) CSDA On-Demand Webinar: “Opening Up:” How Public Employers Should Prepare.
- 72) CSDA On-Demand Webinar: 2021 Annual Employment Law Update: Recent Cases and Trends.
- 73) CSDA On-Demand Webinar: 2021 Emergency Preparedness Summit – Part 1.
- 74) CSDA On-Demand Webinar: 2021 Emergency Preparedness Summit – Part 2.
- 75) CSDA On-Demand Webinar: 2021 Ethics Compliance Training AB1234.
- 76) CSDA On-Demand Webinar: 2021 Sexual Harassment Prevention Training.
- 77) CSDA On-Demand Webinar: 2021 When Redistricting and the CA Voter Rights Act Collide.

- 78) CSDA On-Demand Webinar: A Legislative, Legal and Local Response to PFAS 2021.
- 79) CSDA On-Demand Webinar: A Practical Guide for Creating New Board Member Orientation.
- 80) CSDA On-Demand Webinar: Addressing Cybersecurity Risks.
- 81) CSDA On-Demand Webinar: Ask me Anything – Brown Act Edition.
- 82) CSDA On-Demand Webinar: Ask the Experts – Financing Options for Your District.
- 83) CSDA On-Demand Webinar: Avoiding Common Mishaps – Reasonable Accommodation Process.
- 84) CSDA On-Demand Webinar: American Water Infrastructure Act (AWIA) Risk Assessment and Emergency Response Plan.
- 85) CSDA On-Demand Webinar: Board Secretaries/Clerks Inspiration Knowledge.
- 86) CSDA On-Demand Webinar: Brown Act Principles.
- 87) CSDA On-Demand Webinar: Budgeting for the COVID-19 Recession.
- 88) CSDA On-Demand Webinar: Cash Flow & Tools for Working Remotely During COVID-19.
- 89) CSDA On-Demand Webinar: Collaborating Remotely.
- 90) CSDA On-Demand Webinar: Completing Your Form 700.
- 91) CSDA On-Demand Webinar: CSDA's Value-Added Benefits.
- 92) CSDA On-Demand Webinar: Customer Service in the Public Sector.
- 93) CSDA On-Demand Webinar: Developing a Groundwater Sustainability Plan.
- 94) CSDA On-Demand Webinar: Diversity and Inclusion – Why It Matters for Leaders.
- 95) CSDA On-Demand Webinar: Do's and Don'ts of Initiative Campaigns.
- 96) CSDA On-Demand Webinar: Dude, My Boss is a Millennial.
- 97) CSDA On-Demand Webinar: Gender Identity Issues in the Workplace.
- 98) CSDA On-Demand Webinar: General Manager Evaluations.
- 99) CSDA On-Demand Webinar: Getting Oriented – Resources for New Board Members.
- 100) CSDA On-Demand Webinar: Good Governance.
- 101) CSDA On-Demand Webinar: Handling the Eminent Domain Process.
- 102) CSDA On-Demand Webinar: Holding Public Meetings During COVID-19.
- 103) CSDA On-Demand Webinar: How and Why Special Districts Need to be Involved in LAFCO.
- 104) CSDA On-Demand Webinar: How Debt Intercept Enhances Collectibles.
- 105) CSDA On-Demand Webinar: How to Handle an Unexpected Surge in PRA Requests.
- 106) CSDA On-Demand Webinar: Implementing an Electronic Content Management System.
- 107) CSDA On-Demand Webinar: Independent Contractors, Dynamex, and AB5.
- 108) CSDA On-Demand Webinar: Is Your District Recession Ready?
- 109) CSDA On-Demand Webinar: Litigation Lessons Learned From 2020.
- 110) CSDA On-Demand Webinar: Managing Employees Through a Pandemic.
- 111) CSDA On-Demand Webinar: Maximize Your Membership Resources for Board/Trustees.
- 112) CSDA On-Demand Webinar: Maximizing Employee Potential Through the Coaching/Eval.
- 113) CSDA On-Demand Webinar: Messaging in a Crisis: How to Use Plain Language.
- 114) CSDA On-Demand Webinar: Navigating Prop 218 Rates and Fees.
- 115) CSDA On-Demand Webinar: New Cal/OSHA COVID-19 Safety Standard.

- 116) CSDA On-Demand Webinar: New Strategies to Reduce PG&E Electricity Costs.
- 117) CSDA On-Demand Webinar: NSDC Presents – Guide to State & Local Fiscal Recovery Funds.
- 118) CSDA On-Demand Webinar: Online ADA Compliance & Transparency Requirements.
- 119) CSDA On-Demand Webinar: Performance Management - A Change Agent.
- 120) CSDA On-Demand Webinar: Prudently and Proactively Managing Pension Liabilities.
- 121) CSDA On-Demand Webinar: Public Records Act Requests 2020.
- 122) CSDA On-Demand Webinar: Questions Answered - New Cal/OSHA COVID-19 Standard.
- 123) CSDA On-Demand Webinar: Records Retention and Management in the Electronic Age.
- 124) CSDA On-Demand Webinar: Resources & Connections for General Managers.
- 125) CSDA On-Demand Webinar: Return to Work: Life After COVID-19.
- 126) CSDA On-Demand Webinar: Revenue Enhancements for Special Districts.
- 127) CSDA On-Demand Webinar: Rules of Order Made Easy!
- 128) CSDA On-Demand Webinar: Save the Drama: Managing Challenging Employee Situations.
- 129) CSDA On-Demand Webinar: Saving Money, Time & Effort With Value-Added Benefits.
- 130) CSDA On-Demand Webinar: SB1383 Reducing Short-Lived Climate Pollutants in CA.
- 131) CSDA On-Demand Webinar: School Partnership Lessons Learned and Next Steps.
- 132) CSDA On-Demand Webinar: Special District Workforce Partnerships.
- 133) CSDA On-Demand Webinar: Staying Open: Navigating Workplace Safety Concerns.
- 134) CSDA On-Demand Webinar: Strategic Planning for Special Districts
- 135) CSDA On-Demand Webinar: Successful Strategies for Utilizing Debt.
- 136) CSDA On-Demand Webinar: Supplemental Paid Sick Leave - Senate Bill 95.
- 137) CSDA On-Demand Webinar: Take Action: Engaging With Your Legislators.
- 138) CSDA On-Demand Webinar: Telecommuting Policies.
- 139) CSDA On-Demand Webinar: The ABC's of SDLF.
- 140) CSDA On-Demand Webinar: The Critical Nature of Communications in the Public Agency.
- 141) CSDA On-Demand Webinar: The Great Board Chair.
- 142) CSDA On-Demand Webinar: The Role of Retirees in the COVID-19 Response.
- 143) CSDA On-Demand Webinar: Tips and Tricks for CSDA Annual Awards.
- 144) CSDA On-Demand Webinar: Top 10 Prevailing Wage Tips for Agencies.
- 145) CSDA On-Demand Webinar: Understanding Board & District Liability Issues 2020.
- 146) CSDA On-Demand Webinar: Voting Rights and Redistricting Update.
- 147) CSDA On-Demand Webinar: Water and Service Rates in Today's Environment.
- 148) CSDA On-Demand Webinar: What Every Board Member Should Know.
- 149) CSDA On-Demand Webinar: Who Does What? Best Practices in Board/Staff Relations.

ATTACHMENT NO. 3

Y. Temporary Service: Provision of water on a temporary basis for construction purposes.

ARTICLE 4: BOARD OF DIRECTORS (BoD) (Revised 3-11-15, Resolution No. 15-7, Appendix EE)

4.01: NUMBER OF DIRECTORS

The number of Directors shall be five (5) members elected at large from the District, each to be a resident and voter of one of the five voting Districts. (Water Code, §§ 21550, 21551.)

4.02: VOTING DISTRICTS (Revised 3-14-22)

There shall be five (5) voting divisions with the boundaries as established by the Board of Directors to equalize, as best as possible, the number of registered voters in each voting division. These boundaries shall be adjusted with approval of the Board when deemed necessary. Resolution 22-3 and the PWD Boundary and Elective Division Map are attached hereto as Appendix A. (Water Code, § 21605.)

4.03: MEETINGS OF THE BOARD

4.03.1 REGULAR MEETINGS OF THE BOARD (Revised 2-28-18)

(a) Regular meetings of the Board are held on the second and fourth Monday of each calendar month at 6:00 p.m. or the time and dates set on the agenda when necessary. If the regular meeting falls on a holiday, the meeting time will be re-scheduled before or after that date as the Board directs.

(b) The District shall comply with all public noticing requirements of the Ralph M. Brown Act, codified at Sections 54954.5 through 54957.10. Additionally, the District shall specifically comply with the following noticing provisions at least 72 hours before the time of the meeting:

(i) The District shall provide notice by electronic mail, in the form of a final agenda, to a local newspaper of general circulation, radio or television station requesting such notice in writing.

(ii) The District shall post the agenda at the District Offices in a location visible and freely accessible to members of the public, and on the District's Internet Website, www.palmdalewater.org.

(iii) The District shall mail, by U.S. mail and electronic mail, copies of the agenda or agenda packets requested by any person pursuant to Government Code, Section 54954.1.

(iv) The General Manager shall ensure electronic mail delivery and personal delivery of the agenda and agenda packets to each member of the Board.

(v) The District shall prepare meeting minutes in accordance with the guidelines established in Appendix JJ.

(c) The Palmdale Water District will provide an interpreter to assist the public in making comments under Regular Board Meeting Agenda Item No. 4 'Public comments for non-agenda items' and under any action items where public input is offered during the Regular Board Meeting.

Requests for this service must be received at least 48 hours before the Regular Board Meeting by calling the Executive Assistant at 661-947-4111 x1003. Spanish interpreters will be made available at all formal public hearings and will require no formal requests for service. Requests for other interpreting services must be received at least 48 hours before the formal public hearing.

Interpreting services will not be available to translate the entire Regular Board Meeting, and these services will also not be available for Board Committee Meetings.

4.03.2 SPECIAL MEETINGS OF THE BOARD

Special meetings of the Board shall be held at a time and place as may be designated by the presiding officer or by a 3/5ths majority of the members of the Board. Special meetings shall comply with the requirements of Government Code, Section 54956 and 54956.5. Upon direction by the presiding officer, or a 3/5 majority, the General Manager shall ensure electronic mail delivery and

personal delivery of the agenda to all members of the Board at least 24 hours prior to such special meeting. The General Manager shall also ensure delivery to all members of the Board of all documents that will be included in the agenda packet as soon as reasonably practical.

4.03.3 EMERGENCY MEETINGS OF THE BOARD

(a) In case of an emergency or dire emergency involving matters upon which prompt action is necessary due to disruption or threatened disruption of public facilities, or activity that severely impairs public health, safety, or both, an emergency meeting of the Board may be held at a time and place as may be designated by the presiding officer without complying with the 24-hour prior notice requirement. The Board of Directors designates the General Manager with the discretion to determine the existence of an emergency for purposes of this Section. The General Manager shall ensure telephonic notice one hour in advance of the meeting to all members of the Board, all media who has requested notice of meetings in writing, followed by written confirmation through electronic mail.

(b) In the event of an emergency, the General Manager may be required to take certain actions before a special meeting of the Board may be held. Accordingly, the Board of Directors has authorized the General Manager to hire such additional personnel, equipment and contractors as deemed necessary to make repairs, alteration and modifications to the District's facilities that are required when emergencies occur. (Motion approved February 13, 1962; Resolution, dated February 20, 1969.)

4.03.4 QUORUM

The quorum consists of three Board Members. A quorum must be present for the Board to take action on any matter. A 3/5 Board majority is required for any action by the Board, except for a motion to adjourn or a motion to adjourn for a stated time.

4.03.5 BOARD MEETINGS: RULES OF PROCEDURE

The conduct of the meetings of the Board of Directors, Board committees, and Board workshops, is governed by the Rules of Procedure attached hereto as Appendix DD. In the event a question of procedure is not addressed by the District Rules of Procedure, Robert's Rules of Order shall apply. Failure to comply with any portion of the District Rules of Procedure or the Robert's Rules of Order shall not render any action by the Board void.

4.04: BOARD ACTION

The Board may take action by motion, resolution, or ordinance. The affirmative vote of at least three Directors is necessary for the Board to take action. Motions and resolutions may be adopted on voice and/or mechanical vote: roll call shall be taken if requested by any Director. Ordinances shall be adopted on roll call vote.

4.04.1 ORDINANCES

Where an ordinance is required by statute, but the procedure for such ordinance is not specified, the Board shall adopt the ordinance as follows:

1. The ordinance shall be noticed as an agenda item for two consecutive Board meetings.
2. The ordinance shall be introduced and read at two consecutive regular Board meetings, unless a motion is made and passed by a majority of the Board to waive the full reading of the ordinance. The ordinance may then be passed.
3. The ordinance shall become effective thirty (30) days after adoption and shall be published, within ten (10) days after its adoption, at least once for one week in a newspaper of general circulation within the boundaries of the District.

4.05: OFFICERS OF THE BOARD (Revised 7-9-18)

The officers of the Board shall be:

President, Vice President, Treasurer, Secretary, and Assistant Secretary.

Officers shall be elected by a 3/5 majority vote of the Board. The Board shall reorganize every two years, following an election, unless by a 3/5 majority vote the Board approves a reorganization at any other time.

4.06: DUTIES AND OBLIGATIONS OF THE OFFICERS OF THE BOARD

Other than the duties and obligations specified herein, Officers have no rights or authority different from any other Director. In addition to such duties and obligations imposed by law or by action of the Board of Directors, the duties of each Officer of the District are as follows:

4.06.1 PRESIDENT

Preside over and conduct all meetings of the Board, including maintaining the order pursuant to the Rules of Procedure adopted by the Board and attached hereto as Appendix DD, to ensure constructive and democratic meetings and help, not hinder, the business and discussion of the Board. Carry out the resolutions and orders of the Board. Exercise other powers and perform other duties as prescribed by the Board in these Rules and Regulations and by other actions of the Board. Approve Board meeting agendas. Form or disband standing and ad hoc committees. Appoint committee members and the Chair of said committees. Sign all agreements to which the District is a party. Write and/or sign correspondence on behalf of the Board and PWD. In the event of an early vacancy in the office of the Presidency, the Vice President shall become the President.

4.06.2 VICE PRESIDENT

Exercise the duties of the President in the absence of, when the President stands down, or when the President is unable to continue in his/her duties due to any

other reason. In the event of an early vacancy in the position of Vice-President, the Board shall elect a new Vice-President in accordance with Section 4.04.

4.06.3 TREASURER

Sign financial instruments as required and serve as the Finance Committee Chair. The Treasurer acts on behalf of the President in the event the President and Vice President are unable to do so. In the event of an early vacancy in the position of Treasurer, the Board shall elect a new Treasurer in accordance with Section 4.04.

4.06.4 SECRETARY

Certify or attest to the actions taken by the Board. Sign the minutes of the Board meeting following their approval. In the absence of the Secretary from any meeting at which the Board approved meeting minutes, the Assistant Secretary, if present, shall sign the meeting minutes. In the event of an early vacancy in the position of Secretary, the Board shall elect a new Secretary in accordance with Section 4.04.

4.06.5 ASSISTANT SECRETARY (Approved 7-9-18)

Exercise the duties of the Secretary in the absence of or when the Secretary is unable to continue in his/her duties due to any other reason. In the event of an early vacancy in the position of Assistant Secretary, the Board shall elect a new Assistant Secretary in accordance with Section 4.04.

4.07: DUTIES AND OBLIGATIONS OF ALL DIRECTORS

4.07.1 RULES OF CONDUCT

The Board of Directors shall at all times conduct itself in accordance with all applicable Federal laws, State laws, Local laws, and the District's Rules and Regulations. Any violations by any Director of these Rules and Regulations, including this Article IV, may be addressed by the Board in the manner provided in the Rules of Procedure, attached hereto as Appendix DD at Section IV.B.

4.07.2 PARTICIPATION IN OFFICIAL BUSINESS OF THE DISTRICT

Directors shall attend all regular and special meetings of the Board, including committee meetings, and other functions as approved in advance by the Board of Directors, including those listed in Appendix V. In the event a Director is unable to attend a meeting, or other official business of the District, the Director shall notify the President and General Manager with as much advance notice as reasonably practical, or as soon thereafter as reasonably practical. Failure to attend four consecutive regular meetings of the Board, without the prior approval of the Board, will result in loss of committee assignments. The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next regular Board meeting.

4.07.3 DIRECTOR COMPENSATION (Revised 6-14-21)

(a) The District has set Director compensation per Ordinance No. 21-1 attached hereto as Appendix V. The Board of Directors shall be compensated for attendance at regular and special meetings of the Board, including committee meetings, and other functions as approved in advance by the Board of Directors, at a rate of \$220 .00 per day up to the maximum number of days per month and the maximum annual compensation allowable by law. In addition, Directors shall be entitled to compensation for a day of service in attendance at all meetings and occurrences listed and as indicated in Appendix V, as the Board of Directors has determined those meetings and occurrences constitute performance of official duties rendered as members of the Board. Each Director shall submit, on a form provided by PWD and signed by the Director, the number of days of attendance for which compensation shall be made. Email or FAX submittal of the form shall be acceptable with signature to follow. Compensation for purely social functions is not allowable.

Each individual Director shall have an annual budget amount as set in the District's annual budget, and Director budget funds shall not be transferred from one Director's individual budget to another Director's individual budget. The Director annual budget includes all compensation, available health benefits chosen by the Director, and allowable expenses.

(b) Requests for compensation and expense reimbursement relating to any meeting or event not listed in Appendix V shall not be approved, unless the Board determines that the meeting constitutes one of the following:

(i) A conference or organized educational activity conducted in compliance with Government Code Section 54952.2, including, but not limited to, required ethics training pursuant to Government Code Section 53234, *et seq.*

(ii) A meeting or event attended at the formal request of the Board, including an event to recognize, any employee of the District, or members of the public.

(iii) A meeting or event necessary to further communications with representatives of regional, state and national government on District functions.

(iv) A meeting or event of regional, state and national organizations whose activities affect the District's interests.

(c) All meetings for which compensation is requested shall be reported on by the Director, either orally or in writing, at a Regular Board meeting prior to receiving compensation.

(d) If a Director registers for a meeting, conference, etc. and cancels for a non-emergency reason, any remaining costs after cancellation shall be charged to the Director's budget.

(e) All requests for compensation shall be submitted monthly for processing

to the General Manager, Finance Manager, or Executive Assistant by or at the first Regular Board Meeting of the following month. Meetings claimed on completed compensation forms will have been reported by a Director at a Regular Board Meeting in accordance with AB 1234 requirements and District policy. The time limit to claim any compensation for attendance at meetings, conferences, or occurrences as included in Appendix V shall be thirty days from the date of the meeting, conference, or occurrence. Payment for meetings and expense reimbursements will be made available on the third Wednesday of the month, and any compensation forms submitted after the deadline will be held for payment the following month.

4.07.4 DIRECTOR EXPENSES (Revised 4-26-21)

The District has set the reimbursement for Director expenses as provided herein, pursuant to Water Code, Section 20200, *et seq.* and Government Code, Section 53232, *et seq.* Directors shall be compensated for actual, reasonable and necessary expenses incurred for participating in activities approved in advance by the Board of Directors or as allowed as indicated in Appendix V attached hereto, and that further the goals and interests of the District.

This policy is intended to result in no personal gain or loss to a Director and no reimbursement shall be allowed for transportation, lodging, meals or incidental expenses of spouses, family members or guests of a Director traveling with the Director to an authorized event.

Directors shall exercise prudence in all expenditures. Requests for reimbursement must be accompanied by detailed receipts showing each item purchased and documentation and shall be submitted on a form provided by the District (included in Appendix V) and signed by the Director. Email or FAX submittal of the form shall be acceptable with signature to follow.

The following guidelines and criteria for reimbursement while traveling on District business have been established for District employees and shall also apply to Directors:

a. Credit Card Use:

Credit cards are issued to Directors and are to only be used for District business and expenses. No personal items may be charged on District credit cards, and all charges must be in line with travel guidelines and policies, and detailed and summary receipts. Director Expense Reports must be submitted within one month of credit card charges.

b. Mileage:

The mileage reimbursement rate to operate privately-owned vehicles used on District business will be the allowable IRS rate in effect at the time the expense is incurred. The mileage distance subject to reimbursement should be calculated based on actual miles traveled.

c. Air Travel:

Air travel should be booked as the least expensive flight. First class travel is prohibited unless there is no other alternative available and the travel on that particular flight is absolutely necessary.

d. Car Rentals:

It is the District's policy to allow the rental of a mid-size automobile for District business. Additional car rental loss and damage coverage may be required, and this requirement should be reviewed with Human Resources prior to rental.

e. Meals:

<u>Partial Day Travel</u>	<u>Full Day Travel</u>
Breakfast \$15	\$75/day
Lunch \$20	
Dinner \$40	

- There will be no reimbursements or District expenditures for alcohol.
- To be eligible for breakfast reimbursement: Travel must have started prior to 7 a.m. or have stayed overnight;
- To be eligible for lunch reimbursement: Travel must have started prior to 11 a.m. or have stayed overnight. If travel ends prior to noon, lunch expenses will not be eligible for reimbursement.
- To be eligible for dinner reimbursement: Travel must have started prior to 4 p.m. or have stayed overnight. If travel ends prior to 6 p.m., dinner expenses will not be eligible for reimbursement.

f. Lodging:

The reimbursement rate should not exceed the published conference rates for lodging unless the conference hotels are completely full. If full, a hotel with comparable lodging costs should be chosen. The District will not pay for any hotel costs prior to or past the conference start or end dates unless the conference is greater than 60 miles or more than one hour of travel time from the District, which could require attendance the night before the start of the conference.

g. Parking:

Parking for District travel shall be reimbursed.

All requests for reimbursement shall be submitted monthly to the General Manager, Finance Manager, or Executive Assistant by or at the first Regular Board Meeting or within 30 days of the event after the expenses were incurred or expenditures made. The General Manager shall ensure prompt payment of the reimbursable expenses and all questions regarding payment of reimbursable expenses to the staff shall be directed to the General Manager. The Finance Committee shall periodically review Director's expense reports and shall prepare such reports and documents as may be

required under Government Code Section 53065.5 and Government Code 53232.3.

4.07.5 REPORTS TO GOVERNING BOARD

At the regular meeting of the Board following any meeting, conference, educational activity or other authorized event for which compensation for a day of services or reimbursement of expenses is requested, the Director attending the event shall give a brief report on the meeting or event. If more than one Director of the District attended the same meeting, a joint report may be made. Reports may be written or oral.

4.07.6 DIRECTOR MEDICAL INSURANCE COVERAGE (Approved 4-11-22)

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.

4.08: SPEAKING ENGAGEMENTS AND/OR PRESENTATIONS BY DIRECTORS

The District recognizes the importance of interaction with the community it serves and encourages opportunities for interaction that provides the most accurate information available. This often takes the form of speaking and giving presentations to community and other groups on behalf of the District. Community groups, whether formal or informal, are likely to focus on particular areas of the District's operations and policies. These include topics such as water rates and structure, water quality, state and local water conditions, water conservation and efficiency, and business and infrastructure planning.

The District therefore establishes these rules to ensure the community's needs are met and that the District is accurately represented. Members of the Board of Directors shall not make any presentation on behalf of the District, without the prior approval of the Board, as provided herein. Presentations made on behalf of the District, and therefore governed by these rules, include any speaking engagement or public presentation at any event to any group, entity, or association, related to any matter that relates to the business of the District, unless the Director makes the disclaimers required in these rules.

(a) Speaking Engagements and/or Presentations Made Pursuant to Requests from the Public.

1. All requests from any person other than a Director or District Staff for a speaking engagement or presentation by any Director shall be submitted to the District office with as much notice as possible before the event (Form attached as Appendix BB of Rules and Regulations);

2. Topic appropriate District staff will be assigned to prepare, or update, information for the presentation, and attend the presentation;

3. The General Manager shall inform all Directors of the public request;

4. The President shall determine whether the topic in the request relates to any matter within the purview of any standing committee. If so, the President shall refer the request to that committee to allow that committee to respond and designate a speaker, if approved.

5. If the topic or issue in the request does not relate to any matter within the purview of any standing committee, the President shall recommend to the Board of Directors whether to respond, approve, or disapprove a request. The Board shall approve the request by 3/5 majority vote and also approve a speaker by 3/5 majority vote.

(b) Speaking Engagements and/or Presentations Made Pursuant to Requests from Directors.

1. Directors must request prior approval from the Board before making any presentations on behalf of the District. Directors may request approval to speak on behalf of the District by submitting an approval request to the President, and notifying the General Manager of that request, with as much notice as possible before the event (Form attached as Appendix BB of Rules and Regulations).

2. Topic appropriate District staff will be assigned to prepare, or update, information for the presentation, and attend the presentation;

3. The President shall determine whether the topic or issue in the request relates to any matter within the purview of any standing committee. If so, the President shall refer the request to that committee to allow that committee to respond. If the committee does not approve the request, the Board may then consider and approve the request by a 3/5 majority vote.

(c) Speaking Engagement and/or Presentations by Directors on Their Own Behalf.

1. Nothing herein prohibits or forbids a Director from making public presentations on his/her own behalf, so long as the Director clearly states orally at the beginning of that presentation, in any written or electronic material published in connection with that presentation, and in any written or electronic material distributed at the presentation, that the presentation is from the individual Director, not the District. The disclosure statement by the individual Director shall be substantially in the form provided herein:

“, I make this presentation/speech on my own behalf as an individual, and not on behalf of the Palmdale Water District or its Board.”

Any disclosure statement made in good faith that informs the public that the Director is not purporting to act “on behalf” of the District or its Board shall be deemed to in compliance with this Section.

2. If a Director makes a presentation/speech on his/her own behalf pursuant to this Subsection, the Director may not distribute any official District material at such presentation that has not otherwise been made generally available to the public by the District, may not use the District’s Logo, or allow the use of the Logo, in any material published, distributed, or displayed in connection with that presentation/speech. A Director may distribute his/her business card in which he/she is identified as a Director of the District and may

allow for the publication of his/her business card in any material published, distributed, or displayed in connection with that presentation/speech, so long as:

A. The business card is published by itself and without any revisions or additional content; or

B. In the event the business card is published with any additional content, then the publication shall also include a disclosure statement providing that:

“the Director sponsors/supports the [event/group/association] as an individual, and not on behalf of the Palmdale Water District or its Board.”

Any disclosure statement made in good faith that informs the public that the Director is not purporting to act “on behalf” of the District or its Board shall be deemed to in compliance with this Section.

4.09: PUBLIC STATEMENTS ON BEHALF OF THE DISTRICT

The District is not represented by any one individual Director and is instead represented by action of the Board (through a 3/5 majority). Therefore, public statements can only be made on behalf of the District as authorized by the Board. The Board designates the President, General Manager, and Public Information Officers as the persons authorized to make public statements on behalf of the District. Any other public statements shall not be attributable to the District or the Board.

4.10: PRESENTATION OF AWARDS AND RECOGNITIONS
(Appendix EE, Exhibit 2 Revised 2-8-17)

(a) The District recognizes the importance of interaction with the community it serves and encourages opportunities for recognition of individuals, organizations, businesses, agencies or associations who share in the mission and strategic vision of the District to provide water within its service area.

Accordingly, the Board authorizes and encourages its individual Directors, subject to the approval by the Outreach Committee, to recognize such efforts that are consistent with the Irrigation District Law, under which the District is formed, to “furnish sufficient water in the District for any beneficial use.” (Water Code 22075.)

(b) The awards and recognitions authorized herein shall be in the form of a Certificate of Appreciation or Certificate of Recognition, collectively attached hereto in Appendix EE, Exhibit 2, recognizing the recipient’s efforts in water conservation and efficiency, water resource management, water education, interagency cooperation, and other areas that relate to the District’s purpose.

(c) The awards and recognitions authorized herein shall not be given in connection with any personal matters, political campaigns of the Director or others, or any legislative matters.

4.11: USE OF DISTRICT PROPERTY AND EQUIPMENT (Revised 9-10-18)

A Director can be assigned selected District equipment for use on District business. A Director shall not use or permit the use of District equipment, telephones, materials or property for personal gain or profit, including for use in connection with any campaign or election. The use of the District’s physical addresses of 2029 East Avenue Q, Palmdale, CA 93550 and 700 East Avenue S, Palmdale, CA 93550 are prohibited. Each Director must protect and properly use any District asset within his or her own control, including information recorded on paper or in electronic form. A Director shall not request a District employee to perform services for their personal gain or profit, including in connection with any campaign or election. Requests for assistance in connection with the official business of the District are not considered requests made for a Director’s personal gain or profit.

4.12: USE OF DISTRICT MATERIAL CONTAINING DISTRICT SEAL/LOGO BY DIRECTORS (New logo adopted for use beginning 12-11-17, Article Revised 10-8-18)

(a) Purpose of the Seal/Logo. The District has adopted the following seal, also referred to as its “logo,” as the official seal of the Palmdale Water District, pursuant to the Irrigation District Law (Water Code, § 21404):



The seal has been adopted for purposes of identifying official communications, actions, and positions of the District. Therefore, the Board has approved use of the seal by individual Directors as provided herein to maintain uniformity in the representation of the District.

(b) Use of District Seal/Logo. Material containing the District seal, including District letterhead, shall only be used by Directors for District business and may not be used for any personal matters including political campaign materials or in connection with any political events or activities. Use or display of the District seal/logo at any political event or activity, whether it is in connection with District elections or unrelated elections, is not permitted. This includes the use of any article of clothing, hat, or name badge displaying the District’s logo. Any written or electronic communication or presentation by a Director that is not approved as District business herein or approved separately by Board action, shall not contain the District seal/logo.

(c) District Business. District business includes:

- (i) Correspondence approved by the Board, such as communications to the Association of California Water Agencies and other governmental agencies, which shall thereafter be distributed to all Directors;

- (ii) Distribution of any District promotional and informational material generally available to the public;
- (iii) Distribution of official District material at events approved by the Board, including events listed at Appendix V;
- (iv) Distribution of awards or recognitions on behalf of the District pursuant to Section 4.10;

(d) Publication or Reproduction of the District's Seal/Logo. Publication or reproduction of the District's seal/logo not expressly authorized in these Rules and Regulations must be approved by the Board in advance. The seal/logo is a trademark of the District. It cannot be used to imply endorsement of any event, position, or action of any other group, agency, association, or business, unless approved by the Board.

(e) Business Cards, Clothing and Other Items Distributed to Directors by the District. This Section does not apply to a Director's distribution of his/her business cards provided to the Director by the District, which identify the Director as an elected official of the District. This Section does apply, however, to the publication of a Director's business cards, which must also comply with Section 4.08(c) (2). Additionally, this Section does not apply to the use of shirts or other items containing the District's Logo, which have been distributed to the Director by the District. Use of such items, however, is subject to the laws and regulations of the State.

4.13: CAMPAIGNING RESTRICTIONS

4.13.1 SOLICITING POLITICAL CONTRIBUTIONS

Directors are prohibited from soliciting, or permitting others to solicit on his/her behalf, political funds or contributions at District facilities for the benefit of his/her own campaign for any office or the campaign of any other person for any other office.

4.13.2 USE OF DISTRICT PROPERTY, EQUIPMENT OR FACILITIES FOR CAMPAIGNING (Revised 9-10-18)

Directors shall not use, or permit any other person to use, the District's seal, trademark, stationery, or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to state or federal law. Directors shall not use, or permit any other person to use, District equipment, facilities, materials, or any other property for any solicitation for political contributions to any campaign. The use of the District's physical addresses of 2029 East Avenue Q, Palmdale, CA 93550 and 700 East Avenue S, Palmdale, CA 93550 are prohibited.

4.14: WEBSITE AND SOCIAL MEDIA

The District has an interest in disseminating information useful to customers and others interested in the operations, goals, and objectives of the District. The District encourages the use of the internet, through its website or social media pages, to further the goals of the District, subject to the terms and conditions of the rules set forth herein. The use of such websites or social media pages by Directors, however, raises legal issues which are unique to government agencies. As such, these rules establish procedures for use of the website and social media by Directors.

4.14.1 DISTRICT WEBSITE

The District owns and maintains a website at www.palmdalewater.org for the purpose of conducting the official business of the District. The General Manager has the authority to manage the website, including the contents of the website, as part of the District's day-to-day operations. The General Manager, however, does not have the authority to post any material or content in connection with the political campaign of any Director of the District, in connection with the political campaign of any candidate for any other office, or in connection with his/her own performance evaluation.

4.14.2 DIRECTOR BIOGRAPHIES ON DISTRICT WEBSITE

Each Director shall submit to the General Manager a biography for publication on the District's website at www.palmdalewater.org. The biography of a Director shall be limited to the Director's own qualifications and experience and shall not include language that in any way makes reference to other Directors or their qualifications, character or activities.

4.14.3 DIRECTORS' SOCIAL MEDIA COMMUNICATIONS POLICY

(a) Introduction/Purpose: In light of advances in information and communications technology, the Board has adopted this policy to ensure continued compliance with the Brown Act in connection with the District's social media and other electronic communications, including the District's Facebook and Twitter pages, while respecting a Director's right to express himself or herself on issues within the District's subject matter jurisdiction, and to enhance Directors' communications with their constituents.

(b) Creation and Maintenance of District Social Media Pages:

1. The District Public Information Officer, under the supervision of the General Manager, shall create and maintain an official District social media page, including the existing Facebook and Twitter Palmdale Water District pages. The content posted on the District's social media pages shall be consistent with the policy and direction provided by the Board for District matters.

2. Directors are not authorized to post content to any District social media page on behalf of the District. Only the District Public Information Officer shall post content to any District social media page on behalf of the District. Directors shall not create or maintain any social media page on behalf of the District, nor shall Directors create any social media page containing the seal or logo of the District.

(c) “Comments,” “Likes,” or “Sharing” on District Social Media Pages:

In order to avoid any violation of the still unclear applicability of the Ralph M. Brown Act to social media, Directors may not comment or “like” any post on the District social media pages. Nothing herein prohibits a Director from “sharing” a District post to his/her own social media page, or any other social media page.

(d) Other Social Media Sites or Blogs, not maintained by the District:

The District is not responsible for the content, comments, “likes”, or any other communication occurring on websites, blogs, or social media sites not maintained by the District. Nevertheless, Directors must exercise the same guidelines on non-District websites, blogs, or social media sites to avoid any implication of the Brown Act or other applicable laws.

4.15: RESPONSIBILITIES AND AUTHORITY OF THE BOARD AND GENERAL MANAGER

(a) The Board of Directors has the power and it shall be its duty to manage and conduct the business and affairs of the District. **(Water Code, §21385.) To that end, the Board “shall: (a) Employ agents, officers, and employees as required,” and “(b) prescribe their duties and fix their salaries.” (Water Code, §21185.) Accordingly,** the Board employs a General Manager to carry out Board policies, direct District operations, and provide day-to-day supervision of District employees and control of District expenditures. **However, the Board does not relinquish its obligation or authority to establish an organizational chart and fix salaries for positions in accordance with Water Code, Section 21185.**

It is the judgment of the Board and the General Manager that clear delineation of their respective responsibilities and authority is essential to effective District management. Said authority and responsibilities are set out herein and in the General Manager Employment Agreement.

(b) Board communications to District staff shall be made through the office of the General Manager to ensure staff's time and resources are most efficient used and ensure compliance with budget restrictions.

ARTICLE 5: CONFLICT OF INTEREST CODE AND DISCLOSURE
(Appendix B Revised 10-12-20)

The District has adopted a Conflict of Interest Code in accordance with state law and incorporates such Code herein. The District Conflict of Interest Code is attached hereto as Appendix B.

ARTICLE 6: INDEMNIFICATION OF OFFICERS, DIRECTORS AND EMPLOYEES

The District has adopted an express policy concerning defense and indemnity of its employees, former employees, officers or former officers and members or former members of its Board of Directors to the fullest extent permitted by law. A copy of Resolution 93-4, which outlines this policy, is attached hereto as Appendix R.

ARTICLE 7: CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES
(Appendix L Revised 3-28-22)

The District has adopted CEQA Environmental Review Guidelines in accordance with state law and incorporates such guidelines herein. The District CEQA Environmental Review Guidelines are attached hereto as Appendix L.

ARTICLE 8: RULES APPLICABLE TO EXISTING CONSUMERS (Revised 1-13-20)

8.01: DESCRIPTION OF SERVICE

A. **Quantities:** The District will use its best efforts to supply water dependably and safely in adequate quantities and pressures to meet the reasonable needs and requirements of Consumers.

ATTACHMENT NO. 4

APPENDIX A

**PALMDALE WATER DISTRICT
MAP OF VOTING DIVISIONS**

RESOLUTION NO. 22-3

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING THE CURRENT DIVISION MAP FOR THE DISTRICT

WHEREAS, the Palmdale Water District is a California Irrigation District under Division 11 of the California Water Code; and

WHEREAS, Water Code Section 21605(b) provides that the boundaries of an irrigation district must be evaluated and modified, if necessary, after each decennial census by following the requirements of Election Code Section 22000 et seq; and

WHEREAS, the District engaged Bear Demographics & Research to prepare an analysis for the possible reapportionment of the District's boundaries; and

WHEREAS, Bear Demographics & Research presented its analysis, including a series of adjustment options, to the District's Board of Directors on February 14, 2022.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

The Board of Directors of the Palmdale Water District hereby retain the current Division map, attached hereto as Exhibit A and incorporated herein by reference, and elect to keep the reapportionment of the District's boundaries pursuant to the terms and boundaries set forth in the plan.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 14th day of March, 2022, by the following vote:

AYES: President Dizmang, Directors Dino, Wilson, Mac Laren-Gomez
NOES: None.
ABSENT: None.
ABSTAIN: None.



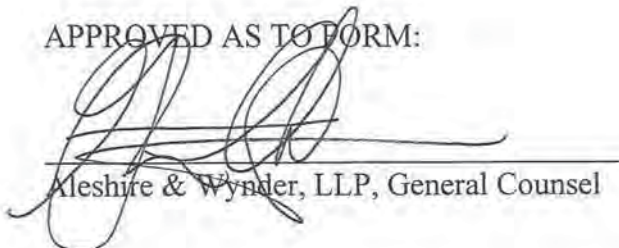
President, Board of Directors

ATTEST:



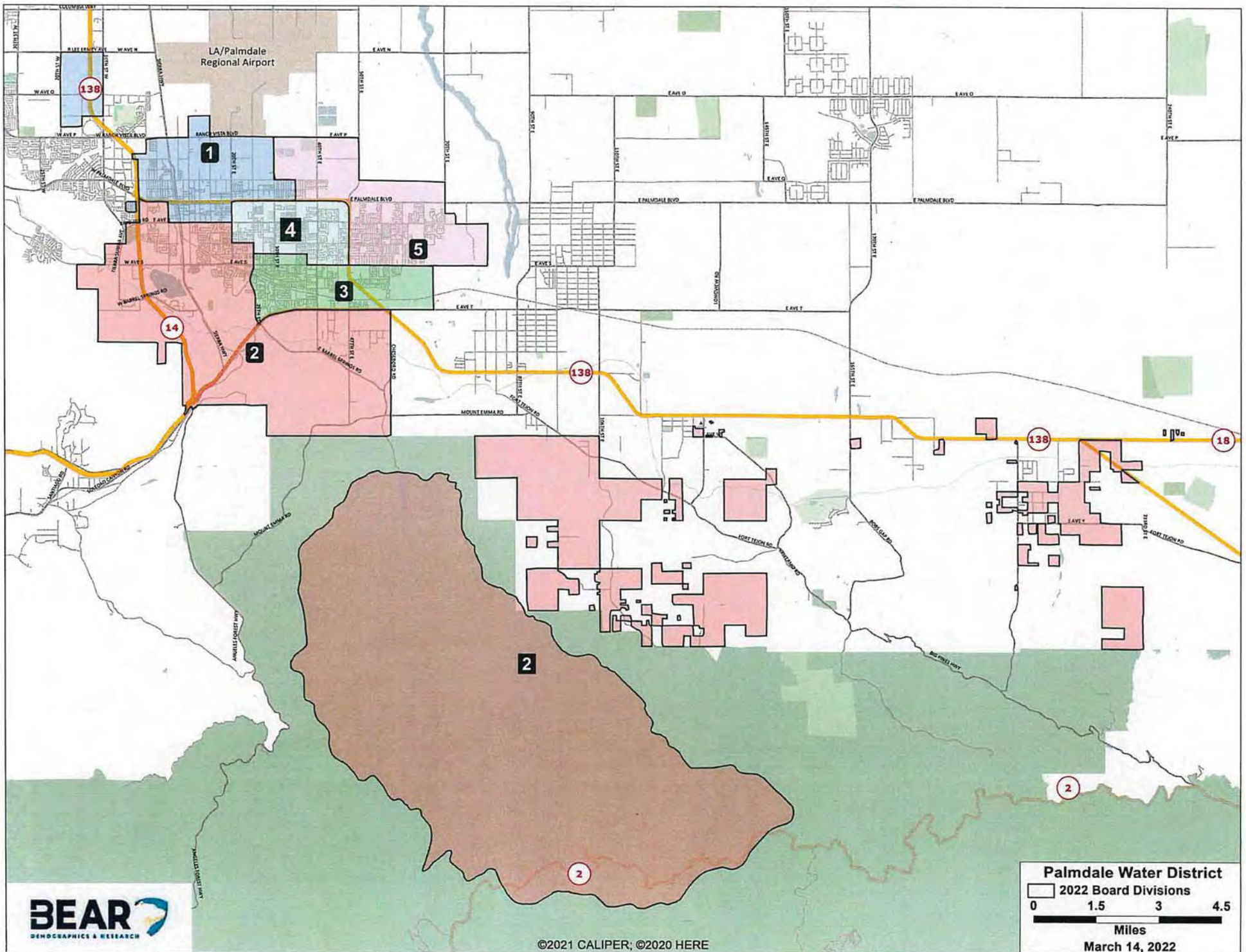
Secretary, Board of Directors

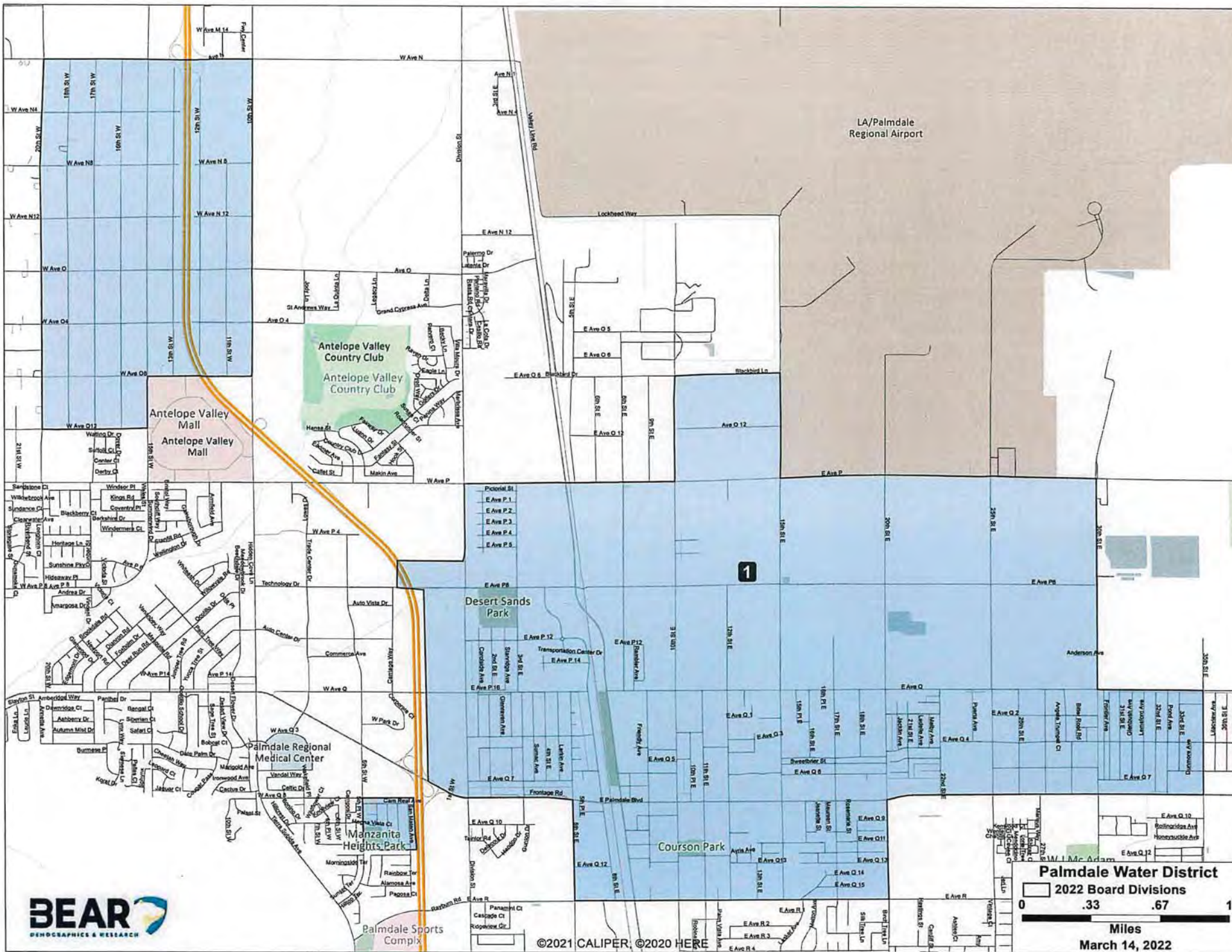
APPROVED AS TO FORM:



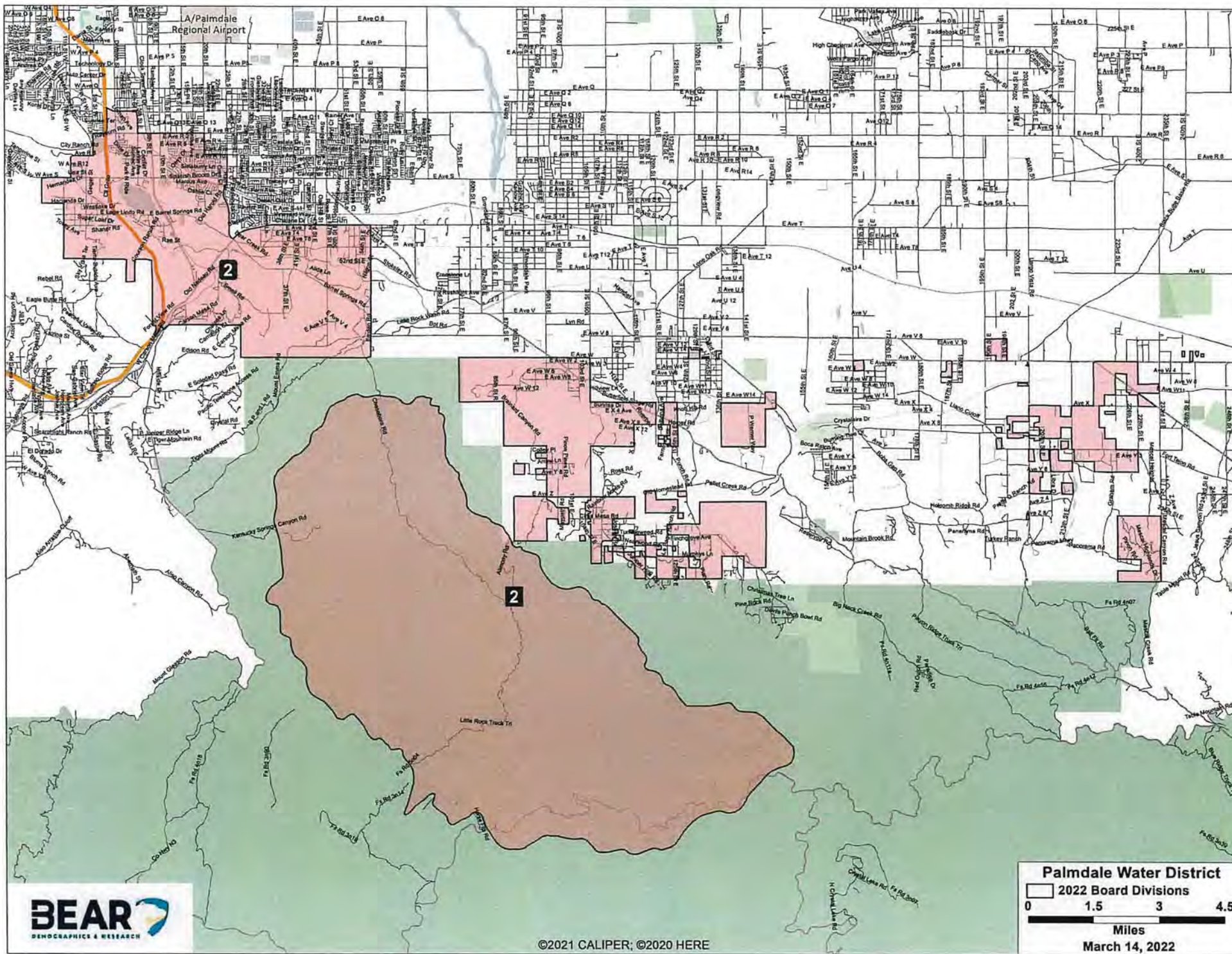
Aleshire & Wynder, LLP, General Counsel

EXHIBIT A



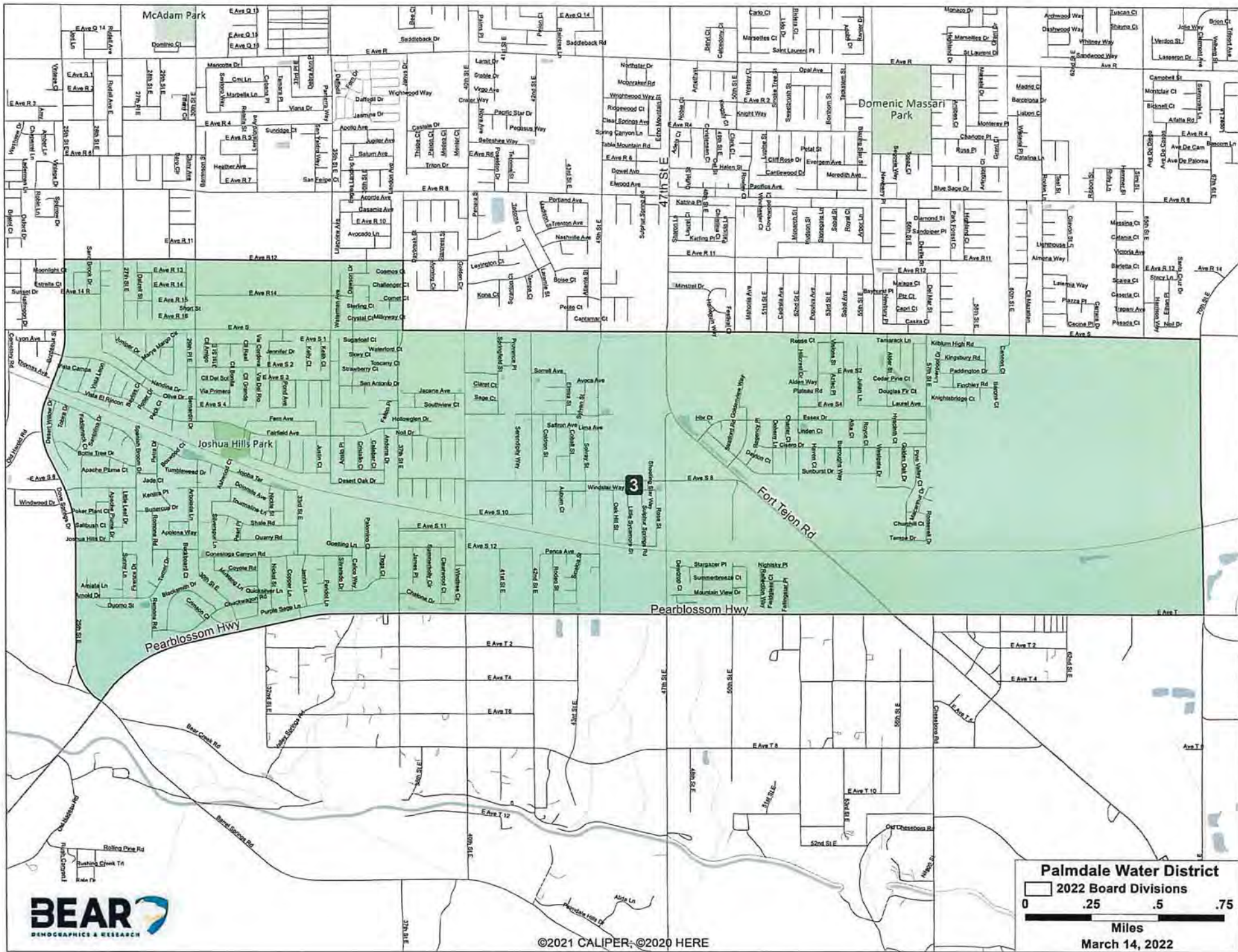


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Palmdale Water District
 2022 Board Divisions
 0 1.5 3 4.5
 Miles
 March 14, 2022



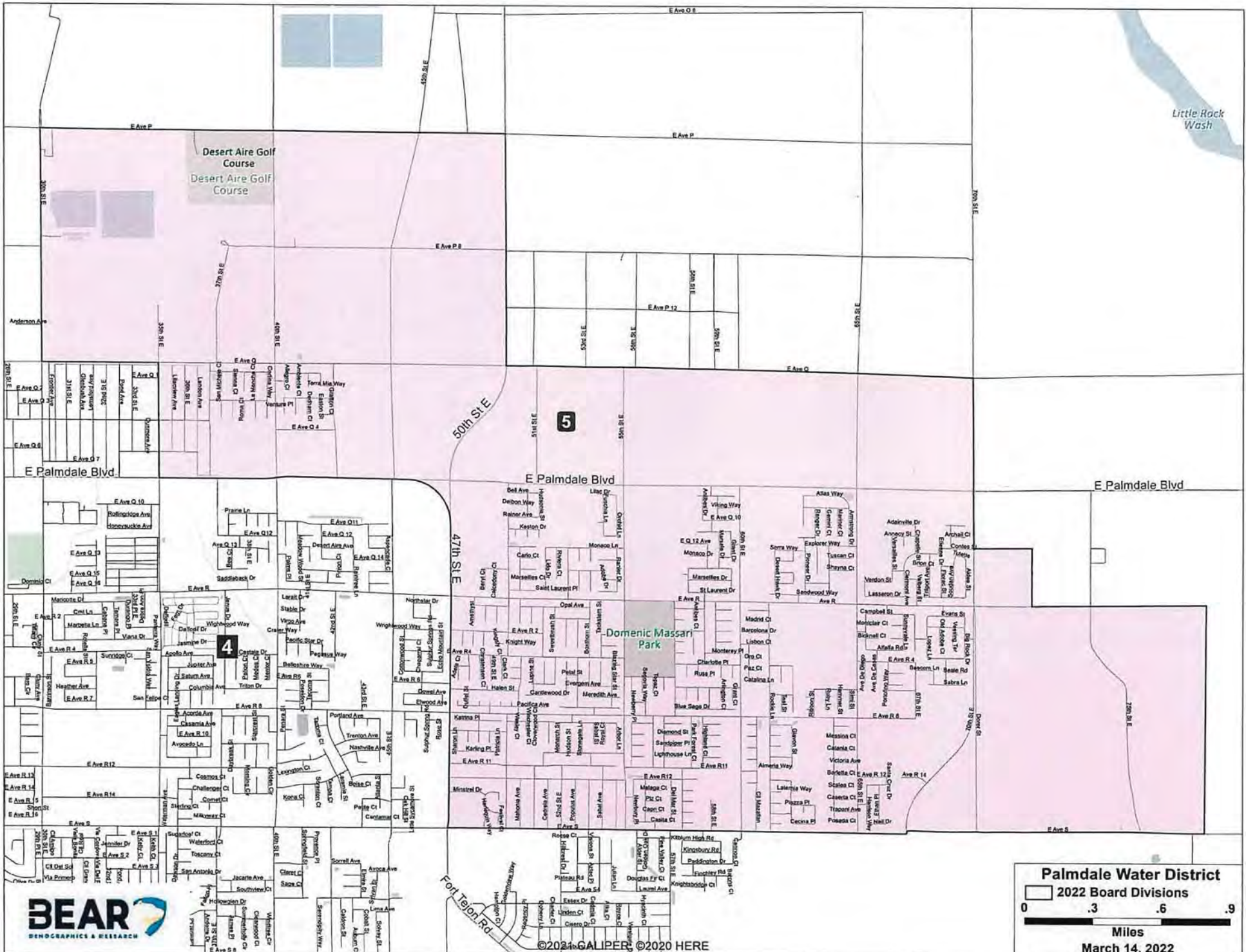
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Palmdale Water District
 2022 Board Divisions

0 .25 .5 .75
 Miles
 March 14, 2022



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Palmdale Water District
 2022 Board Divisions
 0 .3 .6 .9
 Miles
 March 14, 2022

ATTACHMENT NO. 5

APPENDIX DD

BOARD MEETINGS: RULES OF PROCEDURE

**PALMDALE WATER DISTRICT
RESOLUTION NO. 14-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PALMDALE WATER DISTRICT ADDING APPENDIX DD
TITLED "BOARD MEETINGS: RULES OF PROCEDURE"
TO THE PALMDALE WATER DISTRICT RULES AND
REGULATIONS**

WHEREAS, members of the Board of Directors have, in partnership with District staff, consultants, and the General Counsel, developed revisions to the Palmdale Water District Rules and Regulations; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to facilitate the business of the Board of Directors and to ensure an opportunity for Directors to contribute and participate in conducting the business of the District; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to facilitate public comment at Board meetings; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to conduct orderly meetings; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to provide for a process under which the Board can censure Directors who have seriously violated a law or the district Rules and Procedures; and

WHEREAS, the Board of Directors of the Palmdale Water District desires to enact rules of procedure which guide the Board in its public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District as follows:

Section 1: The above recitals are all true and correct and are hereby adopted as findings.

Section 2: Appendix DD titled "Board Meetings: Rules of Procedure" is hereby added to the Palmdale Water District Rules and Regulations to read in full as follows:

"APPENDIX DD

BOARD MEETINGS: RULES OF PROCEDURE

The Board has approved the Rules of Procedure herein as its rules of order applicable to all public Board meetings. Any procedure not addressed herein shall be governed by the Robert's Rules of Order. Failure to follow these Rules of Procedure or the Robert's Rules of Order shall not render void any action taken by the Board of the District.

I. GENERAL PRINCIPLES

- The purpose of the Rules of Order is to facilitate the business of the Board of Directors for the District and to ensure an equal opportunity for all Directors to contribute and participate in conducting the business of the District. The Rules are intended to assist, not inhibit, the meeting and discussion of the Directors.
- A meeting can deal with only one matter at a time. The various kinds of motions have therefore been assigned an order of precedence.
- All Directors have equal rights, privileges and obligations. The Chair's main responsibility is to use the authority of the Chair to ensure that all people attending a meeting are treated equally—for example, not to permit a vocal few to dominate the debates.
- A majority vote decides an issue. Parliamentary rules enable a meeting to determine the will of the majority of the Directors attending a meeting.
- The rights of the minority must be protected at all times. Although the ultimate decision rests with a majority, all Directors have such basic rights as the right to be heard and the right to oppose.
- Every matter presented for decision should be discussed fully. The right of every Director to speak on any issue is as important as each Director's right to vote. The Rules ensure order in the discussion, without Directors speaking over each other. The lack of order interferes with the public's right to clear information.
- Every Director has the right to understand the meaning of any question presented to a meeting, and to know what effect a decision will have. A Director always has the right to request information on any motion he or she does not thoroughly understand. Moreover, all meetings must be characterized by fairness and by good faith. Parliamentary strategy is the art of using procedure legitimately to support or defeat a proposal.
- Orderly meetings are most likely to occur when Directors, staff, and other presenters are provided with information regarding the meeting sufficiently in advance to prepare for discussion at a meeting. Advance preparation by Directors, staff, and other presenters ensures all questions and concerns are fully addressed in an orderly manner at public meetings.

II. DEFINITIONS

“Board” means the Board of Directors of the Palmdale Water District.

“Director” means a member of the Board.

“District” means the Palmdale Water District.

“Chair” or “Chairperson” means the Director who is leading the Board's meeting.

“Majority of the Board” means a majority of the Directors at the Board’s meeting.

“Item” means a motion or other subject which is to be considered by the Board.

III. RULES OF ORDER

A. Order of Meetings

Meetings shall commence at the time specified in the public agenda, or as soon thereafter as is reasonably possible, and shall continue until all matters listed as items on the published agenda have been completed or until other disposition of uncompleted items has been approved by a majority of the Board.

The Chair shall conduct the meeting in the order of the published meeting agenda, unless a majority of the Board approves hearing an item out of order, continuing an item to another meeting, or removing the item from the agenda.

Hearing on any item may be continued or re-continued to any subsequent meeting by majority vote of the Board on a motion to continue the item.

The Board has adopted the following as the preferred order of business and should be followed for the Board agendas:

Sample Order of Agenda/Business

- Pledge of Allegiance
- Roll Call
- Adoption of Agenda
- Public comments for non-agenda items
- Presentations
- Consent Calendar (including public comment)
 - Approval of Minutes
 - Payment of Bills
- Action Calendar (including public comment)
- Information Items
- Reports of Directors
 - Meetings/General Report
 - Standing Committee/Assignment Reports

- Report of General Manager
- Report of Attorney
- Public comments on closed session agenda matters
- Closed session
- Public report of any action taken in closed session.
- Directors' requests for future agenda items
- Adjournment

B. Order of Discussion of Each Item on the Agenda

The Chair shall read the description of each matter listed as an agenda item.

1. Presentations to the Board on Agenda Item

The Chair will open the presentations portion on the item, which may consist of presentations to the Board by District staff, consultants, or other persons designated by the General Manager. Directors may ask questions of each presenter, upon recognition by the Chair.

Upon completion of any presentation and any questions by Directors, the Chair shall open the item for public hearing.

2. Public Discussion on Matters Before the Board

Upon opening the public hearing and before any motion is adopted related to the merits of the matter on the agenda, the Chair shall open the public comment period. The Chair shall call members of the public who desire to speak on the matter which is to be heard or to present evidence respecting the matter. Any person desiring to speak or present evidence shall make his/her presence known to the Chair and upon being recognized by the Chair, the person may speak or present evidence relevant to the matter being heard. No person shall be permitted during his or her public comment to speak about matters that are not germane to the matter being considered. A determination of relevance shall be made by the Chair, but may be appealed as set forth in these rules.

No person may speak without first being recognized by the Chair, who will call speakers who have filled out a "Speaker Request Card." Each person will be limited to three minutes and shall not be interrupted by Directors until the end of the three-minute period. Time limits shall be uniformly applied to all members of the public and adhered to as strictly as possible to avoid allegations of unfair treatment. The Chair may upon majority vote remove any member of the public disrupting the meeting in the manner described at Section IV. A of these Rules.

Directors who wish to ask questions of the speakers or each other, during the public hearing portion may do so but only after the end of the public speaker's three-minute period and upon being recognized by the Chair. Directors shall limit their questions to clarifications of facts presented by the member of the public.

Any member of the public may submit in advance to the Board written material related to any matter being heard by the Board. Such written material shall be submitted to the General Manager, who shall provide copies to the Board as soon as reasonably practical before the meeting. The Secretary shall retain all such material as part of the record of the meeting.

If public hearing applies to a quasi-judicial matter, even though limits can be placed on speakers, good practice dictates that the affected party (applicant, appellant, individual having license revoked, etc.) be given a reasonable opportunity to present his/her case to avoid a denial of due process. Quasi-judicial proceedings are evidence gathering procedures which require the Board decision to be based on substantial evidence in the record. Legislative proceedings are not dependent upon evidence presented and the Board can exercise a much broader range of discretion.

3. Consideration of Question by Board

After all members of the public desiring to speak upon the subject of the hearing have been given an opportunity to do so, the Chair shall close the public comment portion of the hearing and shall begin the deliberation of the matter by the Board. No member of the public shall be allowed, without consent of the Chair, to speak further on the question during the period of deliberation.

Directors may speak on each item, including posing questions to staff and other Directors, but may do so only upon being recognized by the Chair. The Chair shall recognize each Director desiring to speak on a matter in an orderly manner and allow only one Director or person to speak at a time. Directors wishing to respond to comments by any other Director must do so only at the time he or she is recognized by the Chair to speak. The Chair shall not permit disorderly debate.

At the conclusion of Board discussion, and upon appropriate motion having been made and seconded, the Board shall vote to either continue the matter or vote on the matter.

C. Action of the Board

All actions of the Board, including the approval of resolutions or ordinances, require a motion by any Director and approval of a majority of the Board.

1. Motion Procedure

Business is accomplished in meetings by means of debating motions. The word "motion" refers to a formal proposal by two Directors (the mover and seconder) that the Board take certain action.

Any Director may make a motion and any other Director may second the motion. When a motion has been made and seconded, the matter is open for discussion by the Board. Normally, a Director may speak only once on the same question, except for the mover of the main motion, who has the privilege of “closing” the debate (that is, of speaking last). If an important part of a Director’s speech has been misinterpreted by a later speaker, it is in order for the Director to speak again to clarify the point, but no new material should be introduced. If two or more people want to speak at the same time, the Chair should call first upon the one who has not yet spoken.

If the Director who made the motion that is being discussed claims the floor and has already spoken on the question, he/she is entitled to be recognized before other Directors.

The mover of a motion may not speak against his or her own motion, although the mover may vote against it. The mover need not speak at all, but when speaking, it must be in favor of the motion. If, during the debate, the mover changes his or her mind, he or she can inform the meeting of the fact by asking the meeting’s permission to withdraw the motion.

2. Determining Results of a Vote

Motions must pass by a majority affirmative vote of the Board. Abstentions shall not count as affirmative votes.

Motions and resolutions may be adopted on voice and/or mechanical vote; roll call shall be taken if requested by any Director. Ordinances shall be adopted on roll call vote.

When motions or resolutions are adopted on voice vote, the Chair shall solicit the vote of Directors and cast his/her vote last.

3. Types of Motions

a. Main Motion

A main motion is a motion that brings business before a meeting. Because a meeting can consider only one subject at a time, a main motion can be made only when no other motion is pending. A main motion ranks lowest in the order of precedence.

When a main motion has been stated by one Director, seconded by another Director, and repeated for the meeting by the Chair, the meeting cannot consider any other business until that motion has been disposed of, or until some other motion of higher precedence has been proposed, seconded and accepted by the Chair.

A main motion must not interrupt another speaker, requires a seconder, is debatable, is lowest in rank or precedence, can be amended, cannot be applied to any other motion, may be reconsidered, and requires a majority vote.

When a motion has been made by a Director and seconded by another, it becomes the property of the meeting. The mover and seconder cannot withdraw the motion unless the meeting agrees. Usually the Chair will ask if the meeting objects to the motion's being withdrawn. If no one objects, the Chair will announce: "The motion is withdrawn."

b. Secondary Motions

Secondary motions consist of subsidiary motions, privileged motions, and incidental motions. Secondary motions are ones that are in order when a main motion is being debated; ones that assist a meeting to deal with the main motion.

A secondary motion thus takes precedence over a main motion; a main motion takes precedence over nothing, yielding to all secondary motions. When a secondary motion is placed before a meeting, it becomes the immediately pending question; the main motion remains pending while the Board deals with the secondary motion.

The main motion, the subsidiary motions, and the privileged motions fall into a definite order of precedence, which gives a particular rank to each. The main motion—which does not take precedence over anything—ranks lowest. Each of the other motions has its proper position in the rank order, taking precedence over the motions that rank below and yielding to those that rank above it.

i. Subsidiary Motions

Subsidiary motions assist a meeting in treating or disposing of a main motion (and sometimes other motions). Once the main motion is properly placed on the floor, subsidiary motions may be employed in addressing the main motion. The subsidiary motions are listed below in descending order of rank. Each of the motions takes precedence over the main motion and any or all of the motions listed before it.

Subsidiary motions are appropriate and may be made by any Director at any appropriate time during the discussion of the main motion.

Subsidiary Motions include:

▪ Table (To Temporarily Suspend Consideration of an Issue)

The motion must not interrupt another speaker, must be seconded, is not debatable, is not amendable, may not be reconsidered, and requires a majority vote.

In order to bring the matter back before the Board, a Director must move that the matter be "taken from the table", seconded and passed by a majority.

A motion to take from the table must be made at the same meeting at which it was placed on the table or at the next regular meeting of the Board. Otherwise the motion that was tabled dies, although it can be raised later as a new motion.

▪ Previous Question (To Vote Immediately)

Any Director may move to immediately bring the question being debated by the Board to a vote, suspending any further debate.

The motion may not interrupt a speaker, must be seconded. A majority vote is required for passage

▪ Continue to Another Meeting

Any Director may move to continue the item to another meeting. This motion continues the pending main motion to a future date or time as determined by the Board at the time the motion is passed.

A motion to postpone to a definite time may not interrupt another speaker, must be seconded, is debatable only as to the propriety or advisability of continuing the motion, can be amended, can be reconsidered, and requires a majority vote.

▪ Commit or Refer

Any Director may move that the matter being discussed should be referred to a committee, commission or staff for further study. The motion may contain directions for the committee, commission or staff, as well as, a date upon which the matter will be returned to the Board's agenda.

The motion must be seconded and requires a majority vote for passage. If no date is set for returning the item to the Board agenda, any Director may move, at any time, to require the item be returned to the agenda. The motion must be seconded and a majority vote is required.

▪ Amend

An amendment is a motion to change, to add words to, or to omit words from, an original motion. The change is usually to clarify or improve the wording of the original motion and must be germane to that motion.

Any Director may amend the main motion or any amendment made to the main motion. Before the main motion may be acted upon, all amendments and amendments to amendments must first be acted upon. An amendment must be related to the main motion or amendment to which it is directed. Any amendment which substitutes a new motion

rather than amending the existing motion is out of order and may be so declared by the Chair.

A motion to amend must be seconded and requires a majority vote for passage.

- Postpone Indefinitely

Any Director may move to postpone indefinitely the motion on the floor, thus avoiding a direct vote on the pending motion and suspending any further action on the matter.

The motion must be seconded and requires a majority vote for passage.

ii. Incidental Motions

These motions are incidental to the motions or matters out of which they arise. Because they arise incidentally out of the immediately pending business, they must be decided immediately, before business can proceed. Most incidental motions are not debatable.

Incidental motions do not have an order or precedence. An incidental motion is in order only when it is legitimately incidental to another pending motion or when it is legitimately incidental in some other way to business at hand. It then takes precedence over any other motions that are pending—that is, it must be decided immediately.

- Point of Order

This motion permits a Director to draw the Chair's attention to what he/she believes to be an error in procedure or a lack of decorum in debate. The Director will rise and say: "I rise to a point of order," or simply "Point of order." The Chair shall recognize the Director, who will then state the point of order. The Chair is required to make an immediate ruling on the question involved. The Chair will usually give his/her reasons for making the ruling. If the ruling is thought to be wrong, the Chair can be challenged.

A point of order can interrupt another speaker, does not require a seconder, is not debatable, is not amendable, and cannot be reconsidered.

- Objection to the Consideration of a Question

If a Director believes that it would be harmful for a meeting even to discuss a main motion, he/she can raise an objection to the consideration of the question; provided debate on the main motion has not begun or any subsidiary motion has not been stated.

The motion can be made when another Director has been assigned the floor, but only if debate has not begun or a subsidiary motion has not been accepted by the Chair. A Director rises, even if another has been assigned the floor, and without waiting to be recognized, says, “Mr. Chair [or Madame Chair], I object to the consideration of the question (or resolution or motion, etc.)”

The motion does not need a seconder, is not debatable, and is not amendable.

The Chair responds, “The consideration of the question is objected to. Shall the question be considered?”

The motion can be reconsidered, but only if the objection has been sustained.

- Division of Question

Any Director may move to divide the subject matter of a motion which is made up of several parts in order to vote separately on each part. This motion may also be applied to complex ordinances or resolutions.

The motion requires a second and a majority vote for passage.

- Requests and Inquiries

- a) Parliamentary Inquiry—a request for the Chair’s opinion (not a ruling) on a matter of parliamentary procedure as it relates to the business at hand.

- b) Point of Information—a question about facts affecting the business at hand, directed to the Chair or, through the Chair, to a Director.

- c) Request to Read Papers.

- d) Request to be Excused from a Duty.

- e) Request for Any Other Privilege.

The first two types of inquiry are responded to by the Chair, or by a Director at the direction of the Chair; the other requests can be granted only by majority vote.

iii. Privileged Motions

Unlike either subsidiary or incidental motions, privileged motions do not relate to the pending business, but have to do with special matters of immediate and overriding importance that, without debate, should be allowed to interrupt the consideration of anything else.

The privileged motions are listed below in descending order of rank. Each of the succeeding motions takes precedence over the main motion, any subsidiary motions, and any or all of the privileged motions listed before it.

- Fix Time to Which to Adjourn

This is the highest-ranking of all motions. Under certain conditions while business is pending, a meeting—before adjourning or postponing the business—may wish to fix a date, an hour, and sometimes the place, for another meeting or for another meeting before the next regular meeting. A motion to fix the time to which to adjourn can be made even while a matter is pending, unless another meeting is already scheduled for the same or the next day.

The motion may not interrupt a speaker, must be seconded, is not debatable, is amendable (for example, to change the time and/or place of the next meeting), can be reconsidered, and requires a majority vote.

- Adjourn

Any Director may move to adjourn at any time, even if there is business pending.

The motion must be seconded and a majority vote is required for passage. The motion is not debatable.

- Recess

A Director can propose a short intermission in a meeting, even while business is pending, by moving to recess for a specified length of time.

The motion may not interrupt another speaker, must be seconded, is not debatable, can be amended (for example, to change the length of the recess), cannot be reconsidered, and requires a majority vote.

- Question or Point of Privilege

Any Director, at any time during the meeting, may make a request of the Chair to accommodate the needs of the Board or his/her personal needs for such things as reducing noise, adjusting air conditioning, ventilation, lighting, etc. Admissibility of question is ruled on by the Chair.

- Orders of the Day

Any Director may demand that the agenda be followed in the order stated therein.

No second is required and the Chair must comply unless the Board, by majority vote, sets aside the orders of the day.

- Challenging a Ruling of the Chair

Any ruling of the Chair can be challenged, but such appeals must be made immediately after the ruling. If debate has progressed, a challenge is not in order.

When a Director wishes to appeal from the decision of the Chair, the Director speaks as soon as the decision is made, even if another has the floor, and without waiting to be recognized by the Chair, says, "Mr. Chair [or Madame Chair], I appeal from the decision of the Chair." The Chair should state clearly the decision being questioned, and if necessary the reasons for the decision, and then state the question this way: "The question is, 'Shall the decision of the Chair be sustained?'" If two Directors (mover and seconder) appeal a decision of the Chair, the effect is to open the decision to a vote.

Such a motion is in order when another speaker has the floor, but it must be made at the time of the Chair's ruling and before debate progresses. The motion must be seconded, is not amendable, but can be reconsidered. A majority or tie vote sustains the decision of the Chair, on the principle that the Chair's decision stands until reversed by a majority of the meeting. The Chair can vote on this motion.

iv. Motions that Bring a Question Again Before the Assembly

- Rescind

The Board may rescind, repeal or annul any prior action taken with reference to any legislative matter so long as the action to rescind, repeal or annul complies with all the rules applicable to the initial adoption, including any special voting or notice requirements or unless otherwise specified by law.

- Reconsider

Except for votes regarding matters which are quasi-judicial in nature or matters which require a noticed public hearing, the Board may reconsider any vote taken at the same session to correct inadvertent or precipitant errors, or consider new information not available at the time of the vote.

The motion to reconsider must be made by a Director who voted on the prevailing side, must be seconded and requires a majority vote for passage, regardless of the vote required to adopt the motion being reconsidered. If the motion to reconsider is successful, the matter to be reconsidered takes no special precedence over other pending matters and any special voting requirements related thereto still reconsider, once a matter has been determined and voted upon, the same matter cannot be brought up again at the same meeting

- Discharge a Committee (From Further Consideration)

If a question has been referred, or a task assigned, to a committee that has not yet made its final report, and if a meeting wants to take the matter out of the committee's hands (either so that the meeting itself can deal with the matter or so that the matter can be dropped), such action can be proposed by means of a motion to discharge the committee from further consideration of a topic or subject.

Such a motion cannot interrupt another speaker, must be seconded, is debatable (including the question that is in the hands of the committee), and is amendable. Because the motion would change action already taken by the meeting, it requires a majority vote.

A negative vote on this motion can be reconsidered, but not an affirmative one.

c. Motion Procedure Guidelines for Common Motions

What you want to do:	Language:	May You Interrupt the Speaker?	Do You Need A Second?	Is It Debatable?	Can It Be Amended?	What Vote Is Needed?	Can It Be Reconsidered ?
Introduce Business	"I move that..."	No	Yes	Yes	Yes	Majority	Yes
Continue Discussion	"I move to continue this item until (date)"	No	Yes	Yes	Yes	Majority	Yes
Amend a Motion	"I move to amend the motion by ..."	No	Yes	Yes	Yes	Majority	Yes
Adjourn Meeting	"I move that we adjourn"	No	Yes	No	No	Majority	No
Give Closer Study of An Item	"I move to refer the matter to a subcommittee"	No	Yes	Yes	Yes	Majority	Yes
Request Information	"Point of information"	Yes	No	No	No	No Vote	No
End Debate & Amendment	"I call for the question" "I move the previous question"	No	Yes	No	No	2/3	No
Reconsider a Hasty Action	"I move to reconsider the vote on ..."	Yes	Yes		No	Majority	No
Temporarily Suspend Considering an Issue	"I move to table the motion"	No	Yes	No	No	Majority	No
Take up a Matter Previously Tabled	"I move to take from the table..."	No	Yes	No	No	Majority	No
Postpone Indefinitely							

Avoid Considering an Improper Matter	"I object to consideration of this motion"	Yes	No	No	No	2/3	
Protest Breach of Rules or Conduct	"I rise to a point of order"	Yes	No	No	No	No Vote	No

VOTING	Chair restates the motion
	ELECTRONIC: "Please cast your vote"
	VOICE: "All those in favor...; those opposed...; motion carries/is rejected"
	ROLL CALL: "Boardmember (in seniority order), Vice Chair, Chair; motion carries/is rejected"
	GENERAL CONSENT: (Various Options) "Please cast your vote" or "Without objection, motion is adopted"

IV. ENFORCEMENT OF RULES OF ORDER

A. Disruption by Members of the Public

If any meeting is willfully interrupted by a person or persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by removal of the disruptive individuals, or if any member of the public uses profanity or threats to direct his/her comments to the Board, a Director, staff, or any member of the public, the Chair, with the concurrence of a majority of the Directors present, may order the meeting room cleared and continue with the meeting. Members of the press or other news media may remain unless they participated in creating the disruption. In the event the Board meeting room is cleared, the Board cannot consider anything not on the agenda. *Government Code* section 54957.9.

B. Censure of Directors

Censure is a formal Resolution of the Board reprimanding one of its own Directors for specified conduct, generally a serious violation of law or of District Rules and Regulations where the violation of policy is considered to be a serious offense. Censure should not follow an occasional error in judgment, which occurs in good faith and is unintentional. Censure carries no fine or suspension of the rights of the member as an elected official, but a censure is an expression of the Board's disapproval of a Director's conduct.

Any Director may submit, in writing, a complaint and request for a censure hearing concerning an alleged violation of law or serious violation of Board policies by another Director. The complaint shall be submitted to the President, or if the complaint is about the President, to the Vice President.

Prior to any formal action by the Board to censure a Director, the Director against whom censure is sought is entitled to due process of law, which requires notice and the opportunity to be heard and to refute the evidence against him or her, by means of a censure hearing. The complaint shall contain specific factual allegations and any supporting evidence of specific conduct alleged to violate existing law or District Rules and Regulations. The President or Vice President, within 15 business days, shall review

the complaint and either (1) issue an advisory opinion to the Board; or (2) conduct further investigation and/or a hearing on the matter.

Upon completion of its review of the complaint and any additional investigation the President or Vice President shall determine if, considering all the facts and evidence, there are reasonable grounds to believe or not believe that the alleged violation of law or serious violation of District Rules and Regulations occurred. The President or Vice President shall make a written report to the Board stating the specific law or policy alleged to have been violated, and summarizing the complaint, evidence, and the results of any additional investigation. The President or Vice President shall also make a recommendation to the Board that the complaint is supported by sufficient evidence of a violation of law or serious violation of District Rules and Regulations to warrant a censure hearing, or, alternatively, that the complaint is not supported by sufficient evidence of a violation of law or serious violation of District Rules and Regulations to warrant a Board censure hearing.

If the President or Vice President determines that the allegations are supported and a censure hearing is warranted, the matter shall be set for a public censure hearing before the Board; if the President or Vice President concludes that the allegations are not supported and a censure hearing is not warranted, the President or Vice President's recommendation will be forwarded to the Board and no further action taken, unless the Board directs, by a majority consensus of the Board during a Board meeting, the matter to be placed on its agenda for further consideration. In either case, a copy of the final report shall be provided to the accused Director at the same time it is provided to the Board.

If a public hearing is set before the Board, it shall be far enough in advance to give the accused Director subject to censure adequate time to review the allegations and evidence against him or her and prepare a defense, but no longer than 15 days from the date of the President or Vice President's recommendation.

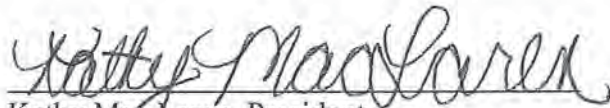
At the hearing, the Director shall be given an opportunity to make an opening statement, closing statement, and to question his or her accusers. The hearing shall not be a formal adversarial hearing and the Rules of Evidence shall not apply to the proceeding. An accused Director may choose to be represented and to designate his or her representative to speak on his or her behalf.

A Board decision to censure requires the adoption of a Resolution making findings, based on substantial evidence that the Director has engaged in conduct that constitutes a violation of law or a serious violation of District Rules and Regulations. The Resolution must be affirmed by at least three affirmative votes of the Board. The accused Director shall not participate in the Board's deliberations after the public hearing is closed or in any vote by the Board on the proposed censure."

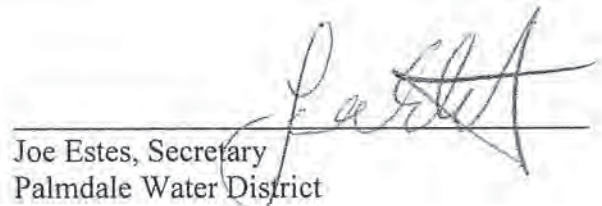
Section 3: Severability. If any section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this resolution, it being expressly declared that this resolution and each section, subsection,

paragraph, sentence, clause and phrase thereof would have been adopted, irrespective of the fact that one or more other section, subsection, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on November 12, 2014.



Kathy MacLaren, President
Palmdale Water District



Joe Estes, Secretary
Palmdale Water District

ATTACHMENT NO. 6

APPENDIX JJ

GUIDELINES FOR THE PREPARATION OF MEETING MINUTES

**PALMDALE WATER DISTRICT
RESOLUTION NO. 17-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PALMDALE WATER DISTRICT ESTABLISHING GUIDELINES FOR
THE PREPARATION OF MEETING MINUTES**

WHEREAS, the Board of Directors of the Palmdale Water District have adopted Rules and Regulations regarding the provision of water service, which includes Article 4.03 regarding Meetings of the Board; and

WHEREAS, the District complies with all public noticing requirements of the Ralph M. Brown Act for Regular Board Meetings, Special Board Meetings, Workshops, Emergency Meetings, Committee Meetings, and all other meetings as deemed necessary; and

WHEREAS, minutes are prepared for all publicly noticed meetings following the format of the meeting agenda and reflect a summary of activities conducted at the meetings by providing a simple organization of the facts and confirming the Board of Directors acted diligently giving important issues due consideration; and

WHEREAS, the approval of minutes acknowledges the minutes accurately reflect what transpired at a meeting; and

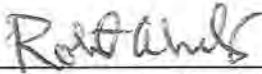
WHEREAS, recordings of meetings are retained for six months from the date of the recording, and approved minutes are permanently retained by the Palmdale Water District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Palmdale Water District that all minutes prepared for publicly noticed meetings shall include, but not be limited to:

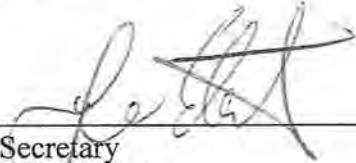
1. The start and end time of the meeting.
2. Roll call noting the attendance or absence of each Director as well as the attendance of all management staff.
3. A summary of comments made by the public, including the name of the person making the comment.
4. The Director making the motion, the Director making the second, voting results, and a brief summary of the discussion topics for each action item.
5. The Director initiating and the outcome of all points of order and appeals.

6. A listing of Director attended meetings as reported by each Director and a summary of other Director reports.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors of Palmdale Water District held on March 8, _____, 2017.



Robert Alvarado, President
Palmdale Water District



Joe Estes, Secretary
Palmdale Water District

Approved As To Form:



Eric Dunn
General Counsel

ATTACHMENT NO. 7

GENERAL MANAGER EMPLOYMENT AGREEMENT

BETWEEN

PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX

This GENERAL MANAGER EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 30th day of July, 2015, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, a (hereinafter the "District"), and DENNIS D. LaMOREAUX, an individual (hereinafter the "General Manager").

RECITALS

WHEREAS, it is the desire of the District (hereinafter the "Board") to employ an individual to serve in the position of General Manager; and

WHEREAS, it is the desire of the District to (1) secure and retain the services of General Manager, (2) to provide inducement for him to maintain such employment, and (3) to provide a mechanism for terminating General Manager's services, if and when necessary; and

WHEREAS, General Manager desires to accept employment as such from District;

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES.

District hereby employs Dennis LaMoreaux as General Manager of the District.

1.1 The General Manager shall be the chief administrative officer of the District, and is hereby designated as the person who shall direct the District activities in connection with the development, production, treatment, storage, transmission and distribution of water, including operations, maintenance, management and engineering, in accordance with the directions and policies established by the Board from time to time, and shall do and perform all other services, acts, or things necessary or advisable to manage and conduct the business of the District and as directed by the Board and in compliance with District Rules and Regulations, Section 4.14.

1.2 The General Manager shall devote his full and productive time, availability and attention to the discharge of the General Manager's duties during the term of this Agreement. The General Manager further agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner, and to provide to the Board a written report at least once per month at a regular meeting of the Board.

1.3 During the term of this Agreement, General Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of Employee's duties under this

Agreement. General Manager shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on General Manager to seek legal advice concerning whether such conflict exists and General Manager's obligations arising therefrom.

2.0 TERM & TERMINATION.

2.1 Commencement & Effective Date. General Manager shall commence his services at 8:00 A.M., Pacific daylight savings time, on July 30, 2015 which shall also be deemed the Effective Date of this Agreement.

2.2 Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be for three (3) years commencing from and after the Effective Date and ending at midnight Pacific daylight savings time on July 29, 2018 ("Term").

2.3 Employment Status. General Manager is an "at-will" employee serving at the pleasure of District, acting through the Board, and subject to summary dismissal without any right of notice or hearing, including any so-called "Skelly" hearing. Except as provided in Section 2.6 below, District may terminate the employment of General Manager and this Agreement at any time, with or without cause, upon compliance with the provisions set forth in Articles 3.0 or 4.0 of this Agreement.

2.4 FLSA Exempt Status. General Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.5 Waiver of Certain Termination Rights. General Manager expressly waives any rights provided under District's personnel system or policies, and any rights provided to General Manager under State or Federal law, including Government Code sections 54950 *et seq.* ("Brown Act"), to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except those rights General Manager may have under the California or United States constitutions to a name-clearing hearing and the rights specifically provided at Section 2.10.

2.6 Termination for Disability or Inability to Perform. In the event General Manager becomes unable to perform his duties by reason of physical or mental illness or disability, the General Manager shall be entitled to his full compensation for a period of up to ninety (90) days from and after the beginning of such disability and if, at the end of that period not exceeding ninety (90) days he is unable to resume and effectively discharge his duties hereunder, then and in such event the District may cancel this Agreement and be relieved of any obligation accruing hereunder after the date of the official action by the Board terminating the Agreement. Compensation and benefits are payable only through the effective date of termination, and shall include any paid time off accrued through that date.

In accordance with federal and state law, and if applicable, the District will designate such disability leave as Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA") leave, and will afford General Manager the rights provided to him under the FMLA and CFRA. General Manager is considered a key employee, as defined by the FMLA and the CFRA.

2.7 Termination by General Manager. The General Manager may unilaterally terminate this Agreement, as he is a voluntary and "at-will" employee. If General Manager determines to terminate this Agreement, he shall be required to give a minimum of sixty (60) days' advance written notice to Board prior to the effective date of his termination, unless a shorter period is acceptable to Board, and General Manager shall not be eligible for severance pay in the event of his voluntary resignation. The General Manager shall receive his compensation, benefits, and any paid time off accrued through the effective date of termination.

2.8 Termination by District Without Cause. The District may terminate the General Manager's employment and thereby terminate this Agreement, at any time, without good cause, upon no less than thirty (30) days' written notice to the General Manager, upon an affirmative vote of four (4) members of the Board. Upon termination without cause under this Section, any severance payments to the General Manager shall be determined by Section 3.0 of this Agreement. The General Manager shall receive his compensation, benefits, and any paid time off accrued through the effective date of termination.

2.9 Termination by District With Cause. The District may terminate the General Manager's employment and thereby terminate this Agreement, at any time, upon showing of cause as defined at Section 2.11, upon not less than thirty (30) days' written notice to the General Manager, upon the affirmative vote of three (3) members of the Board. Notwithstanding the thirty-day notice requirement, the General Manager may be placed on administrative paid leave immediately upon a finding of cause as defined at Section 2.11 and for the remainder of the thirty-day notice period. Upon termination with cause under this Section, the District shall not be obligated to make any severance payment as described in Section 3.0. Upon termination pursuant to this Section, neither party shall have any further obligation, responsibility or liability after the effective date of termination, except the General Manager shall receive his compensation, benefits, and any paid time off accrued through the effective date of termination.

2.10 Written Statement Describing Cause; Name-Clearing Hearing; and Appeal of "Cause" Determination. In the event General Manager is terminated for cause, District shall provide General Manager with a written statement describing the cause for termination and shall afford General Manager the opportunity for a name-clearing hearing before the Board at a reasonable time upon reasonable notice. The name-clearing hearing shall not delay or prevent District from terminating General Manager and may therefore take place after the termination has occurred.

The Name-Clearing hearing may be held in closed session, or in public session, as requested by the General Manager, and may also serve as the opportunity for the General Manager to appeal the Board's determination of "cause" if the General Manager so requests in writing within the ten (10) days of that determination. The issue at the hearing shall be limited solely to whether the District's "for cause" termination was arbitrary and capricious, entitling the General Manager to termination without cause and severance pursuant to Section 3.3. Under no circumstances shall the General Manager be entitled to reinstatement to the position of General Manager as a result of such hearing. Following the hearing, the Board shall submit his/her findings and decision to the General Manager, which shall be final and binding.

2.11 Definition of Cause. For the purposes of this Agreement "cause" for termination shall include, but not be limited to, the following: (1) loss of mental capacity for more than six

(6) consecutive months as determined by a court of competent jurisdiction; (2) persistent, habitual or willful neglect of duty; (3) insubordination (which shall be defined as a repeated failure to carry out a lawful directive or directives of the Board made by the Board as a body, following notice to General Manager of the same); (4) corrupt or willful misconduct in office; (5) willful malfeasance, or conviction of an illegal act (excepting minor traffic or moving violations) amounting to an act of moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction); (6) willful destruction or misuse of District property; (7) habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs, and in the case of prescription drugs, where they are being used in a manner not authorized by General Manager's treating physician; (8) inexcusable absence without an authorized leave of absence; (9) willful political activity involving the support of candidates for the Board; (10) theft or attempted theft; (11) financial mismanagement; (12) material dishonesty; (13) willful violation of Federal, State or District discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or District's employee(s) while acting in the course and scope of employment, while on District premises or time, and/or while acting without the prior approval or direction of the Board; (14) willful and unlawful retaliation against any District officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto; (15) willful violation of any conflict of interest or incompatibility of office laws; (16) performance of work that conflicts directly with the activities and duties as General Manager, but *not* including educational or professional training programs conducted by General Manager whether for personal financial gain or not; (17) refusal to take or subscribe to any oath or affirmation which is required by law; or (18) engaging in conduct tending to bring embarrassment or disrepute to District.

3.0 SEVERANCE PAYMENTS.

3.1 Severance. General Manager shall have the severance rights provided hereinafter. The severance rights provided in this Article 3.0 shall constitute the sole and only entitlement of General Manager in the event of termination, and General Manager expressly waives any and all other rights except as provided herein. Nothing in this paragraph shall be construed as precluding General Manager's right to contest the appropriateness of termination for cause in any court of competent jurisdiction or otherwise enforce the provisions of this Agreement.

3.2 Termination For Cause.

(1) No Severance Payment Following Termination for Cause. If the Board terminates General Manager for "cause," as defined in Section 2.11 of this Agreement, District shall not be required to make the severance payment provided herein.

(2) No Severance Payment While Under Investigation. In the event General Manager is under investigation for any of the reasons set forth in Section 2.11 hereof, District may withhold part or all of any severance payment afforded General Manager herein until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered; provided, however, that District may not withhold the severance payment (if any), in whole or in part, beyond twelve (12) months of the initiation of an investigation and/or the filing of charges, whichever shall last occur.

3.3 Termination Without Cause. If the Board terminates General Manager at its sole discretion, and without cause, before the expiration of the Term of employment set forth in this Agreement, General Manager shall be entitled to the following severance payments and benefits:

(1) Termination Without Cause During First Year of Term. If the Board terminates General Manager for its convenience, and without cause, during the first year of the Term of this Agreement, District shall provide General Manager with:

(a) twelve (12) months' base salary; and

(b) District-paid "COBRA" benefits (medical, dental and vision) as of the time of termination, to the extent permitted by law, for twelve (12) months or until General Manager is employed by another employer, whichever occurs first.

(2) Termination Without Cause During Second or Third Years of Term. If the Board terminates General Manager for its convenience, and without cause, during the second or third years of the Term of this Agreement, District shall provide General Manager with:

(a) six (6) months' base salary, or, if there are less than six (6) months remaining in the Term, an amount equal to the monthly salary of General Manager multiplied by the number of months left on the unexpired Term of the contract (in accordance with Government Code § 53243.3., as further described in Section 3.5 below); and

(b) District-paid "COBRA" benefits (medical, dental and vision), to the extent permitted by law, as of the time of termination for the following period of time: (i) if there are six (6) or more months remaining in the Term, for six (6) months, or until General Manager finds other employment, whichever occurs first; (ii) if there are less than six (6) months remaining in the Term, for the number of months remaining in the Term, or until General Manager finds other employment, whichever occurs first (in accordance with Government Code § 53243.3., as further described in Section 3.5 below).

(3) New Employment During Severance Period. If General Manager obtains other employment prior to the end of the severance period, the above-described COBRA benefits and insurance coverages (excluding severance pay) shall cease on the commencement date of such other employment benefits and insurance coverage.

(4) Severance Conditioned on General Release. The remittal of any severance payment by District pursuant to this Agreement shall be conditioned upon General Manager's execution of a general release of claims, a copy of which is attached hereto as Exhibit A, and payment shall not occur until after the expiration of the release revocation period. In the event General Manager declines to execute or revokes the general release of claims, no severance payment shall be made.

3.4 Application of Government Code Section 53260. Government Code Section 53260 provides that all contracts of employment with a District must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months. The severance payments provided herein are expressly limited by this provision (e.g., if termination occurred with six (6)

months left in the term, severance would be equal to the monthly base salary multiplied by six (6) rather than twelve (12), provided General Manager executes and does not revoke a general release of claims).

3.5 Application of Government Code Section 53243.3. If this Agreement provides for: (1) paid leave for the official pending an investigation; (2) funds for the legal criminal defense of the official, or (3) any cash settlement related to General Manager's termination, such sums shall be fully reimbursed by General Manager to District if the General Manager is convicted of a crime involving abuse of his or her office or position. All provisions of Government Code § 53243.3 shall take precedence over the terms of this Agreement.

3.6 Application of Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for this Agreement to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits. Government Code § 3511.2 is hereby incorporated into the terms of this Agreement as follows:

"On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

(a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5" (i.e., a cash settlement that exceeds 18 months of the Salary and benefits).

3.7 No Severance if Termination Is By General Manager. General Manager expressly agrees that he shall not be entitled to any severance payment as the result of the termination of this Agreement if such termination is by the General Manager, as provided in Section 2.7.

3.8 Payment. One-half of any severance payment required under this Section shall be paid within ten (10) days following the effective date of a general release of claims, provided General Manager has not revoked the release, attached hereto at Exhibit A. The balance of the severance payment shall be paid monthly following thirty (30) days following the date of separation or as otherwise agreed by the parties.

4.0 COMPENSATION.

4.1 Annual Base Compensation. District agrees to compensate General Manager for his services rendered hereunder at an annual base salary of \$200,000 (Two Hundred Thousand Dollars) as may be adjusted, from time-to time, in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid. Such salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

4.2 Annual Salary Review. If the annual performance evaluation of the General Manager as set forth in Section 5.2 has been satisfactory to the Board, then the annual base salary shall be increased by the percentage increase in the Consumer price Index for All Urban Consumers (CPI-U) for Los Angeles-Riverside-Orange County for the prior calendar year, plus any additional merit-based increase that may be provided in the Board's discretion.

4.3 Effectuating Salary Adjustment. District and General Manager agree that the affirmative vote of three (3) members of Board shall be required to effectuate an increase in the salary paid to General Manager pursuant to this Agreement. This provision shall not be interpreted to require a separate affirmative vote of three (3) members of Board to approve the additional benefits specified in Section 6.0 of this Agreement.

5.0 PERFORMANCE EVALUATION.

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to General Manager so as to facilitate a more effective management of District. Nothing herein shall be deemed to alter or change the employment status of General Manager (as set forth in Section 2.3 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of General Manager thereunder.

5.2 Annual Evaluation. Board shall review and evaluate the performance of General Manager annually on July 29 of each calendar year in 2016 and 2017, or at some other time as General Manager and Board agree. The first review and evaluation each year shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted above. It shall be the obligation of General Manager to notify Board of the need to conduct the evaluation required by this Section.

5.3 Written Summary. District and General Manager agree to jointly prepare a written summary of each performance evaluation of General Manager, and to include the same in his personnel file within two (2) weeks following conclusion of the review and evaluation process, and shall schedule at least one (1) closed personnel session with General Manager to deliver and discuss the evaluation.

5.4 Goal Setting. Within 60 days of the effective date of this Agreement, the Board will participate in a goal setting session to provide General Manager with direction for the upcoming year, including, but not limited to, establishing the form for and method of evaluating the performance of General Manager. Thereafter, Board and General Manager agree that, upon mutual assent, they shall conduct a goal setting session annually in connection with the annual evaluation set forth in Section 5.2 above.

6.0 ADDITIONAL COMPENSATION AND BENEFITS.

6.1 Health, Life & Disability Insurance and Retirement. Except as provided in this Agreement, the District agrees to provide for the General Manager the same fringe benefits, including, but without being limited to, retirement benefits, medical, dental, and vision care plans, and other benefits which the District at any time or from time to time during the continuance of this Agreement provides for other employees of the District and upon the same

terms and conditions as those which apply to other employees or officers of the District, which fringe benefits are not included in the base salary.

6.2 Automobile Allowance. The District shall provide the General Manager with the use of an automobile for District business and shall pay all operating expenses incurred in the operation of said automobile, including insurance, gasoline and maintenance. The General Manager may use said automobile for limited reasonable personal business.

6.3 Paid Time Off or "PTO" Benefits. General Manager shall be entitled to roll over all accrued Paid Time Off ("PTO") accrued at the District as of July 29, 2015. Additionally, General Manager shall be entitled to the same PTO benefits provided to all other employees pursuant to the "Paid Leave Policy" of the District. The General Manager's service accrual shall include all time accrued during previous employment with the District

6.4 Holidays. From and after the effective date of this Agreement, General Manager shall be entitled to such holidays as are currently afforded Department Head employees, as the same may be modified for all Department Head employees by resolution of the Board from time to time.

7.0 EXPENSE REIMBURSEMENT.

7.1 All business expenses reasonably incurred by the General Manager in conducting District business, including expenditures for entertainment, travel, and otherwise, are to be paid for, insofar as possible, by the use of credit cards which will be furnished to the General Manager in the name of the District. The District shall promptly reimburse the General Manager for all other reasonable business expenses incurred by the General Manager in conjunction with District business. Each such expenditure shall be reimbursable only if the General Manager furnishes to the District adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures.

8.0 MISCELLANEOUS/GENERAL PROVISIONS.

District agrees that any amendment, alteration, extension, or modification to this Agreement shall be in writing, signed by the parties hereto, approved by the affirmative vote of three (3) members of the District Board with the written consent of General Manager

8.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to the employment of General Manager by District as of July 30, 2015 and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement of promises not contained in this Agreement shall be valid or binding upon either party.

8.2 Amendment of Agreement. District agrees that any amendment, alteration, extension, or modification to this Agreement shall be in writing, signed by the parties hereto,

approved by the affirmative vote of three (3) members of the District Board with the written consent of General Manager.

8.3 Indemnification. For the purpose of indemnification and defense of legal actions, General Manager shall be considered an employee of the District and entitled to the same rights and subject to the same obligations as are provided for all other employees of the District as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code.

8.4 Assignment. Neither this Agreement, nor any right, privilege, nor obligation of General Manager hereunder, shall be assigned or transferred by General Manager without the prior written consent of the District. Any attempt at assignment or transfer in violation of this provision shall, at the option of the District, be null and void and may be considered a material breach hereof. Notwithstanding this prohibition, this Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the General Manager.

8.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in full force and effect as of the date of execution.

8.8 Independent Legal Advice. District and General Manager represent and warrant to each other that each has received, to the extent desired, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, District and General Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it, or who drafted any portion thereof.

8.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To District:

Attn: Board of Directors
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

To General Manager:

Dennis LaMoreaux
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

8.9 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To District:

Attn: Board of Directors
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

To General Manager:

Dennis LaMoreaux
c/o Palmdale Water District
2029 East Avenue Q
Palmdale CA 93550

w/copy to:

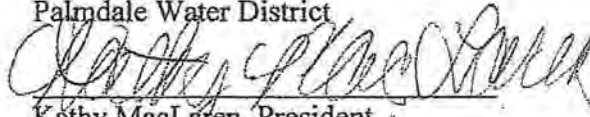
General Counsel
c/o Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

8.10 Bonding. The District shall bear the full cost of any fidelity or other bonds required of the General Manager by the Board or as required under any law or ordinance.

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

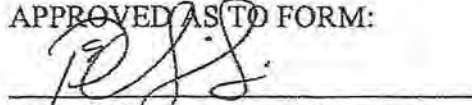
Palmdale Water District



Kathy MacLaren, President

Dated: 5/13/15

APPROVED AS TO FORM:



Patty Quilizapa, General Counsel

Dated: 5/13/15

GENERAL MANAGER



Dennis LaMoreaux

Dated: 5/13/15

EXHIBIT A

SEVERANCE AGREEMENT AND GENERAL RELEASE

1.0 PARTIES

This Severance Agreement and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the Palmdale Water District (hereinafter referred to as "THE DISTRICT"), an irrigation district organized and existing under Division 12 of the Water Code, and _____, an individual (hereinafter referred to as "GENERAL MANAGER").

2.0 RECITALS

2.1. GENERAL MANAGER was hired by THE DISTRICT as an at will General Manager effective July 30, 2015 serving at the pleasure of the Board of Directors of THE DISTRICT pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). GENERAL MANAGER is currently ___ years old.

2.2. The employment of the GENERAL MANAGER with the DISTRICT pursuant to THE CONTRACT has terminated pursuant to Section __ of THE CONTRACT. Accordingly, THE DISTRICT AND GENERAL MANAGER wish to enter into a severance agreement whereby GENERAL MANAGER receives severance compensation in exchange for executing a general release and waiver of any and all claims that GENERAL MANAGER may have against THE DISTRICT, including but not limited to its elected and non-elected officials, employees, attorneys, and agents, as the GENERAL MANAGER agreed to under the CONTRACT. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE DISTRICT and GENERAL MANAGER by means of GENERAL MANAGER's voluntary separation as of _____, with this AGREEMENT setting forth the full and complete terms and conditions concluding GENERAL MANAGER's employment relationship with THE DISTRICT and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, GENERAL MANAGER acknowledges that GENERAL MANAGER has been advised of GENERAL MANAGER's post-employment rights, including but not limited to, GENERAL MANAGER's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3.0 CONSIDERATION

3.1 GENERAL MANAGER shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to GENERAL MANAGER upon separation of employment as required by law or THE CONTRACT or any other agreement with THE DISTRICT.

3.2. In exchange for the waivers and releases set forth herein, THE DISTRICT shall also cause to be paid to GENERAL MANAGER an additional compensatory payment by means of severance, settlement and release in the sum amount of _____ and ___ cents (\$_____.00), as set forth in THE CONTRACT.

4.0 RELEASES

4.1 **GENERAL MANAGER RELEASES.** In exchange for the severance payment provided for herein, GENERAL MANAGER, and on behalf of GENERAL MANAGER's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE DISTRICT, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE DISTRICT PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which GENERAL MANAGER now has or may acquire in the future, or which GENERAL MANAGER ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. GENERAL MANAGER expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4.2 **GENERAL MANAGER SPECIFIC RELEASE.** GENERAL MANAGER specifically agrees that he shall not in the future file, participate in, instigate or encourage the filing of any civil lawsuit claiming that THE DISTRICT has violated any local, state or federal laws, statutes, ordinances or regulations or claiming that the THE DISTRICT has engaged in any tortious, other state, or other federal based misconduct of any kind, based upon any events occurring prior to the date of GENERAL MANAGER's execution of this AGREEMENT. *Nothing herein shall prevent, prohibit, bar or otherwise restrict GENERAL MANAGER's*

right to participate in, or cooperate with, any state or federal administrative investigation and/or proceeding.

4.3 SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA. The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary.** By entering into this AGREEMENT, GENERAL MANAGER acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which GENERAL MANAGER was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. GENERAL MANAGER further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by GENERAL MANAGER;

(b) GENERAL MANAGER is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) GENERAL MANAGER is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) GENERAL MANAGER has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) GENERAL MANAGER has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) GENERAL MANAGER has seven (7) days following his execution of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE DISTRICT pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective ten (10) days have passed since all parties, including GENERAL MANAGER's, execution of the AGREEMENT ("EFFECTIVE DATE").

4.4 **UNKNOWN CLAIMS.** For the purpose of implementing a full and complete release and discharge of THE DISTRICT, GENERAL MANAGER expressly acknowledges that this AGREEMENT is also intended to include its effect, without limitation, all claims which GENERAL MANAGER does not know of or expect to exist in his favor at the time of the execution hereof, and GENERAL MANAGER agrees that this AGREEMENT contemplates the extinguishment of any such claim, or claims. GENERAL MANAGER expressly waives and relinquishes all rights and benefits afforded by § 1542 of the Civil Code of California and understands and acknowledges the significance and consequences of such specific waiver of said provisions of law. Section 1542 of the Civil Code states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

GENERAL MANAGER hereby waives the protection of California Civil Code section 1542.

4.5 **WAIVER OF ADDITIONAL CLAIMS.** GENERAL MANAGER hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7.0 **REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. **Advice of Counsel:** The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. **No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that GENERAL MANAGER fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE DISTRICT or THE DISTRICT PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: GENERAL MANAGER agrees to indemnify and hold harmless THE DISTRICT or THE DISTRICT PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. GENERAL MANAGER understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, GENERAL MANAGER agrees fully to indemnify and hold THE DISTRICT PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: GENERAL MANAGER shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. GENERAL MANAGER shall provide THE DISTRICT with consultation services (including deposition or trial testimony) in any litigation involving THE DISTRICT which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE DISTRICT at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, GENERAL MANAGER shall submit a written inventory of, and return to THE DISTRICT Clerk, all District keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by GENERAL MANAGER during the course of his employment with THE DISTRICT.

7.9 No Pending Claims and/or Actions: GENERAL MANAGER represents that he has not filed any complaints or charges against THE DISTRICT or THE DISTRICT PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE DISTRICT or THE DISTRICT PARTIES on behalf of GENERAL MANAGER, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: GENERAL MANAGER represents and warrants as a material term of this AGREEMENT that GENERAL MANAGER has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, GENERAL MANAGER further warrants and represents that none of the CLAIMS released by GENERAL MANAGER thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8.0 MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE DISTRICT of any liability of any kind. THE DISTRICT denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to GENERAL MANAGER:

At GENERAL MANAGER's home address on file with THE DISTRICT.

As to THE DISTRICT:

Board of Directors
Palmdale Water District
2029 East Avenue Q
Palmdale, California 93550

IN WITNESS WHEREOF, THE DISTRICT has caused this AGREEMENT to be signed and executed on its behalf by its President and duly attested by its Board Secretary, GENERAL MANAGER has signed and executed this Agreement, and the attorneys for THE DISTRICT and GENERAL MANAGER, if any, have approved as to form as of the dates written below.

DATED: _____

GENERAL MANAGER

By: _____

THE DISTRICT

DATED: _____

By: _____
XXXXXXXXX, President

ATTEST:

XXXXXXXXXX, Board Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Patricia J. Quilizapa, General Counsel

[EMPLOYEE'S LAW FIRM]

By: _____
[Counsel]

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

This FIRST AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX (the "First Amendment") is made and entered into July 26, 2017, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, a (hereinafter the "District"), and DENNIS D. LaMOREAUX, an individual (hereinafter the "General Manager").

RECITALS

WHEREAS, on January 29, 2010, the Board of the District (the "Board") entered into a five (5) year Employment Contract for General Manager of Palmdale Water District, which was subsequently amended effective January 29, 2011 and March 14, 2012; and

WHEREAS, at its meeting on May 13, 2015, the Board agreed to a new General Manager Employment Agreement Between Palmdale Water District And Dennis D. LaMoreaux (the "Agreement"), to be effective July 30, 2015; and

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

WHEREAS, the Board was satisfied with the performance of General Manager at an evaluation in July, 2016, and provided General Manager a 1.76 percent (1.76%) base salary increase from \$200,000 to \$203,659.87, equivalent to the CPI-U for Los Angeles-Riverside-Orange County from June, 2015 to June, 2016 of 1.76%; and

WHEREAS, on July 10, 2017, the General Manager and Board met in closed session to conduct a performance evaluation of the General Manager pursuant to Section 5.2 of the Agreement and for conducting an annual salary review pursuant to Section 4.2 of the Agreement; and

WHEREAS, the Board is satisfied with the performance of General Manager, and desires to provide General Manager a 2.7 percent (2.7%) base salary increase, equivalent to the estimated CPI-U for Los Angeles-Riverside-Orange County from June, 2016 to June, 2017 of 2.7%; and

WHEREAS, the Board also desires to provide General Manager a merit based increase to total a five percent (5%) base salary increase, which merit-based increase is 2.3% (2.3% + 2.7% = 5%); and

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

WHEREAS, this First Amendment would: i) extend the term of General Manager's employment from July 29, 2018 until July 29, 2020; ii) provide an annual salary increase based on CPI of 2.7% to be effective July 10, 2017 (\$203,659.87 to \$209,158.69); iii) provide an annual salary merit increase of 2.3% to be effective July 26, 2017 (\$209,158.69 to \$213,969.34); and iv) clarify the severance provisions of the Agreement to account for extension of the Agreement by two additional years as provided in this First Amendment; and

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

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

AGREEMENT

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

SECTION 2. Section 2.2 of the Agreement is hereby amended, in its entirety, to read as follows:

“2.2 Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be for five (5) years commencing from and after the Effective Date and ending at midnight Pacific daylight savings time on July 29, 2020 (“Term”).

SECTION 3. Subsection 3.3(2) of the Agreement is hereby amended to read, in its entirety, as follows:

“(2) Termination Without Cause Following First Year of Term. If the Board terminates General Manager for its convenience, and without cause, following the first year of the Term of this Agreement, District shall provide General Manager with:

(a) six (6) months' base salary, or, if there are less than six (6) months remaining in the Term, an amount equal to the monthly salary of General Manager multiplied by the number of months left on the unexpired Term of the contract (in

accordance with Government Code § 53243.3, as further described in Section 3.5 below); and

(b) District-paid “COBRA” benefits (medical, dental and vision), to the extent permitted by law, as of the time of termination for the following period of time: (i) if there are six (6) or more months remaining in the Term, for six (6) months, or until General Manager finds other employment, whichever occurs first; (ii) if there are less than six (6) months remaining in the Term, for the number of months remaining in the Term, or until General Manager finds other employment, whichever occurs first (in accordance with Government Code § 53243.3, as further described in Section 3.5 below).”

SECTION 4. Section 4.1 of the Agreement is hereby amended, in its entirety, to read as follows:

“4.1 Annual Base Compensation. Effective July 10, 2017, the date of General Manager’s 2017 performance evaluation, General Manager’s salary increased by 2.7% pursuant to section 4.2 of this Agreement to Two Hundred Nine Thousand One Hundred Fifty Eight Dollars and Sixty Nine Cents (\$209,158.69), consistent with the CPI-U for Los Angeles-Riverside-Orange County from June, 2016 to June, 2017. Effective July 26, 2017, to reflect an additional merit based increase of 2.3%, District agrees to compensate General Manager for his services rendered hereunder at an annual base salary of Two Hundred Thirteen Thousand Nine Hundred Sixty Nine Dollars and 34 Cents (\$213,969.34) as may be adjusted, from time-to time, in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid. Such salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.”

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

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

Palmdale Water District

Robert E. Alvarado
Robert E. Alvarado, President

Dated: 07-26-17

APPROVED AS TO FORM:

for Eric Dunn
Eric Dunn, General Counsel

Dated: 7-26-17

GENERAL MANAGER

Dennis D. LaMoreaux
Dennis D. LaMoreaux

Dated: 7/26/17

[END OF SIGNATURES]

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

This SECOND AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX (the "Second Amendment") is made and entered into on May 14, 2018, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, a (hereinafter the "District"), and DENNIS D. LaMOREAUX, an individual (hereinafter the "General Manager").

RECITALS

WHEREAS, on May 13, 2015, the District entered into that certain General Manager Employment Agreement Between Palmdale Water District And Dennis D. LaMoreaux (the "Agreement"), to be effective July 30, 2015; and

WHEREAS, on July 26, 2017 the District and General Manager entered into the First Amendment to the Agreement;

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

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

WHEREAS, on May 3, 2018, the District Board of Directors ("Board") conducted a performance evaluation of the General Manager pursuant to Section 5.2 of the Agreement; and

WHEREAS, the Board is satisfied with the performance of General Manager, and desires to provide General Manager a 3.8 percent cost of living adjustment to General Manager's base salary, equivalent to the estimated CPI-U for Los Angeles Area from March 2017 to June 2018; and

WHEREAS, the Board also desires to set the base salary for the general manager position at a rate 15 percent higher than the midpoint for the assistant general manager position (which midpoint is \$202,488.50); and

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

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

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

AGREEMENT

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

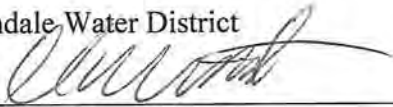
SECTION 2. Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

“4.1 Annual Base Compensation. Effective May 3, 2018, General Manager’s base salary shall be increased to the amount that is fifteen percent (15%) higher than the current midpoint of the salary for the assistant general manager position, plus a cost-of-living adjustment of 3.8 percent (3.8%) consistent with the CPI-U for the Los Angeles Area from March 2017 to March 2018. The new base salary shall be Two Hundred Forty One Thousand Seven Hundred Ten Dollars and Fifty Two Cents (\$241,710.52). General Manager’s salary may be adjusted from time-to-time in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid. Such salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.”

SECTION 3. Except as expressly amended by this Second Amendment, the underlying terms, conditions, and compensation of General Manager by District as and for his employment as General Manager shall be as set forth in the Agreement (as amended by the First Amendment).

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

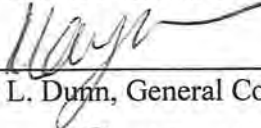
Palmdale Water District



Vincent Dino, President

Dated: _____

APPROVED AS TO FORM:

for 

Eric L. Dunn, General Counsel
Dated: 5-14-2018

GENERAL MANAGER



Dennis D. LaMoreaux

Dated: 5/21/18

[END OF SIGNATURES]

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

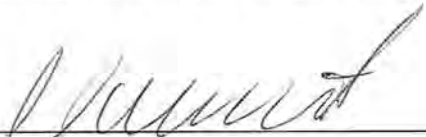
SECTION 4. Section 6.3 of the Agreement is hereby amended to add the following sentence at the end of the paragraph:

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

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

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

PALMDALE WATER DISTRICT



Vincent Dino, President

Dated: June 10, 2019

APPROVED AS TO FORM:



Eric L. Dunn, General Counsel

Dated: June 10, 2019

GENERAL MANAGER



Dennis D. LaMoreaux

Dated: 6/10/19

[END OF SIGNATURES]

**FOURTH AMENDMENT TO THE
GENERAL MANAGER EMPLOYMENT AGREEMENT**

BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LaMOREAUX

This FOURTH AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LaMOREAUX (the "Fourth Amendment") is made and entered into on July 13, 2020, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, a (hereinafter the "District"), and DENNIS D. LaMOREAUX, an individual (hereinafter the "General Manager").

RECITALS

WHEREAS, on May 13, 2015, the District entered into that certain General Manager Employment Agreement Between Palmdale Water District And Dennis D. LaMoreaux to be effective July 30, 2015, as amended on July 26, 2017, May 14, 2018, and June 10, 2019 (collectively, the "Agreement"); and

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

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

WHEREAS, on June 30, 2020, the Board conducted a performance evaluation of the General Manager pursuant to Section 5.2 of the Agreement; and

WHEREAS, the Board remains satisfied with the performance of General Manager, and desires to provide General Manager a 2.04 percent (2.04%) cost of living adjustment to General Manager's base salary, equivalent to the estimated CPI-U for Los Angeles Area from March 2019 to May 2020; and

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

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

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

AGREEMENT

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

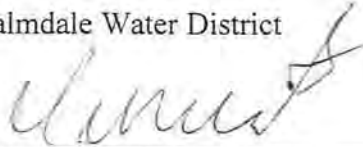
SECTION 2. Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:

“4.1 Annual Base Compensation. General Manager’s base salary effective June 9, 2019 was Two Hundred Forty Nine Thousand Six Hundred Eighty Six Dollars and Ninety Six Cents (\$249,686.96). Effective July 14, 2020, General Manager’s base salary shall be increased by 2.04 percent (2.04%) consistent with the CPI-U for the Los Angeles Area from March 2019 to May 2020. The new base salary shall be Two Hundred Fifty Four Thousand Seven Hundred Eighty Dollars and Fifty Seven Cents (\$254,780.57). General Manager’s salary may be adjusted from time-to time in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid. Such salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.”

SECTION 3. Except as expressly amended by this Fourth Amendment, the underlying terms, conditions, and compensation of General Manager by District as and for his employment as General Manager shall be as set forth in the Agreement (as amended on July 26, 2017, May 14, 2018, and June 10, 2019).

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

Palmdale Water District



Vincent Dino, President

Dated: July 13, 2020

APPROVED AS TO FORM:



Eric L. Dunn, General Counsel

Dated: July 13, 2020

GENERAL MANAGER



Dennis D. LaMoreaux

Dated: 7/16/2020

[END OF SIGNATURES]

**FIFTH AMENDMENT TO THE
GENERAL MANAGER EMPLOYMENT AGREEMENT**

BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX

This FIFTH AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX (the "Fifth Amendment") is made and entered into on June 14, 2021, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, (hereinafter the "District"), and DENNIS D. LaMOREAUX, an individual (hereinafter the "General Manager").

RECITALS

WHEREAS, on May 13, 2015, the District entered into that certain General Manager Employment Agreement Between Palmdale Water District And Dennis D. LaMoreaux to be effective July 30, 2015, as amended on July 26, 2017, May 14, 2018, June 10, 2019 and July 13, 2020 (collectively, the "Agreement"); and

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

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

WHEREAS, on May 27, 2021, the Board conducted a performance evaluation of the General Manager pursuant to Section 5.2 of the Agreement; and

WHEREAS, the Board remains satisfied with the performance of General Manager, and desires to provide General Manager a 3.6 percent (3.6%) cost of living adjustment to General Manager's base salary, equivalent to the estimated CPI-U for Los Angeles Area from April 2020 to April 2021; and

WHEREAS, the Board also desires to provide General Manager a merit based increase of 3.4 percent (3.4%) resulting in a total base salary increase of 7 percent (7%).

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

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

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

AGREEMENT

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

SECTION 2. Section 4.1 of the Agreement is hereby amended to read in its entirety as follows:


“4.1 Annual Base Compensation. General Manager’s base salary effective July 14, 2020 was Two Hundred Fifty Four Thousand Seven Hundred Eighty Dollars and Fifty Seven Cents (\$254,780.57). Effective June 15, 2021, General Manager’s base salary shall be increased by 3.6 percent (3.6%) consistent with the CPI-U for the Los Angeles Area from April 2020 to April 2021. General Manager’s base salary shall additionally be increased by a 3.4 percent (3.4%) merit based increase resulting in a total base salary increase of 7 percent (7%). The new base salary shall be Two Hundred Seventy Two Thousand Six Hundred Fifteen Dollars and Twenty One Cents (\$272,615.21). General Manager’s salary may be adjusted from time-to time in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid. Such salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.”

SECTION 3. Except as expressly amended by this Fifth Amendment, the underlying terms, conditions, and compensation of General Manager by District as and for his employment as General Manager shall be as set forth in the Agreement (as amended on July 26, 2017, May 14, 2018, June 10, 2019, and July 13, 2020).


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

[SIGNATURES ON FOLLOWING PAGE]


Palmdale Water District


Gloria Dizmang, President
Dated: 6-14-21

APPROVED AS TO FORM:


Pam Lee, Assistant General Counsel
Dated: 6/14/2021

GENERAL MANAGER


Dennis D. LaMoreaux
Dated: 6/15/21

[END OF SIGNATURES]

**SIXTH AMENDMENT TO THE
GENERAL MANAGER EMPLOYMENT AGREEMENT**

BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX

This SIXTH AMENDMENT TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX (the “Sixth Amendment”) is made and entered into on May 23, 2022, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, a (hereinafter the “District”), and DENNIS D. LAMOREAUX, an individual (hereinafter the “General Manager”).

RECITALS

WHEREAS, on May 13, 2015, the District entered into that certain General Manager Employment Agreement Between Palmdale Water District And Dennis D. LaMoreaux to be effective July 30, 2015, as amended on July 26, 2017, May 14, 2018, June 10, 2019, July 13, 2020, and June 14, 2021 (collectively, the “Agreement”); and

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

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

WHEREAS, on May 9, 2022, the Board completed a performance evaluation of the General Manager pursuant to Section 5.2 of the Agreement; and

WHEREAS, the Board now desires to align the percentage increase of any cost of living adjustments received by the General Manager to the percentage increase received by District staff, as typically calculated in September of each year; and

WHEREAS, the Board remains satisfied with the performance of the General Manager, and desires to provide General Manager a 4.9 percent (4.9%) cost of living adjustment to General Manager’s base salary—equivalent to the percentage increase provided to other District staff for the current calendar year and as calculated in September of 2021; and

WHEREAS, the Board also desires to provide General Manager a merit-based increase of 2.5 percent (2.5%), resulting in a total base salary increase of 7.4 percent (7.4%); and

WHEREAS, the Board also desires to extend the term of the Agreement for one (1) additional year, to July 29, 2024; and

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

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

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

AGREEMENT

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

SECTION 2. The Term described in Section 2.2 of the Agreement shall be from the Effective Date and ending at midnight Pacific daylight savings time on July 29, 2024.

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

“4.1 Annual Base Compensation. General Manager’s base salary effective June 15, 2021 was Two Hundred Seventy Two Thousand Six Hundred Fifteen Dollars and Twenty One Cents (\$272,615.21). Effective May 9, 2022, General Manager’s base salary shall be increased by 4.9 percent (4.9%) consistent with the cost of living adjustment received by other District staff. General Manager’s base salary shall additionally be increased by a 2.5 percent (2.5%) for a merit-based increase resulting in a total base salary increase of 7.4 percent (7.4%). The new base salary shall be Two Hundred Ninety Two Thousand Seven Hundred Eighty Eight Dollars and Seventy Four Cents (\$292,788.74). General Manager’s salary may be adjusted from time to time in accordance with Section 4.2 hereinafter, or as this Agreement may be amended. Such salary shall be payable in twenty-six (26) equal installments at the same time as other Department Head employees of District are paid, pro-rated for the remaining number of pay periods after the effective date described herein. Such salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs.”

SECTION 4. Section 4.2 of the Agreement is hereby amended to read in its entirety as follows:

“4.2 Annual Salary Review. If the annual performance evaluation of the General Manager as set forth in Section 5.2 has been satisfactory to the Board, then the annual base salary shall be increased by the percentage increase provided to other District staff based on the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Los Angeles-Long Beach-Anaheim calculated for September of each calendar year, plus any additional merit-based increase that may be provided in the Board’s discretion. .”

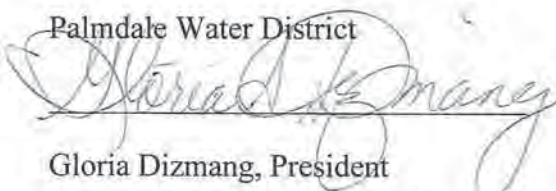
SECTION 5. Section 5.2 of the Agreement is hereby amended to read in its entirety as follows:

“5.2 Annual Evaluation. Board shall review and evaluate the performance of General Manager annually in December of each calendar year, or at some other time as General Manager and Board agree. The first review and evaluation each year shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted above. It shall be the obligation of General Manager to notify Board of the need to conduct the evaluation required by this Section..”

SECTION 6. Except as expressly amended by this Sixth Amendment, the underlying terms, conditions, and compensation of General Manager by District as and for his employment as General Manager shall be as set forth in the Agreement (as amended on July 26, 2017, May 14, 2018, June 10, 2019, July 13, 2020, and June 14, 2021).

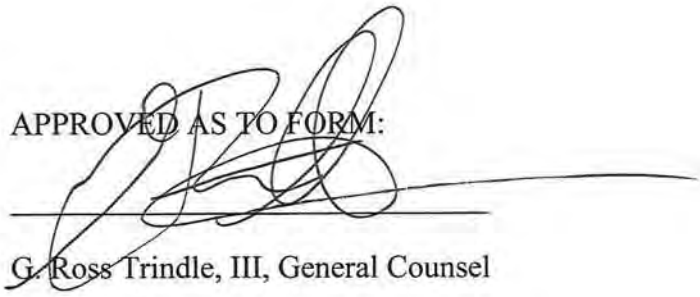
IN WITNESS WHEREOF, PALMDALE WATER DISTRICT has caused this Sixth Amendment to be signed and executed on its behalf by its President, and duly attested by its officers thereunto duly authorized, and GENERAL MANAGER has signed and executed this Sixth Amendment, both in duplicate.

Palmdale Water District


Gloria Dizmang, President

Dated: 5/23/2022

APPROVED AS TO FORM:



G. Ross Trindle, III, General Counsel

Dated: MAY 23, 2022

GENERAL MANAGER



Dennis D. LaMoreaux

Dennis D. LaMoreaux

Dated: 5/19/22

[END OF SIGNATURES]

**CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
PALMDALE WATER DISTRICT**

This CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES (the "Agreement") is effective as of the 14 day of March, 2014 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the PALMDALE WATER DISTRICT ("DISTRICT"). The governing body of the DISTRICT BOARD (herein "BOARD") and the executive officer of the District is the General Manager.

1. APPOINTMENT

District hereby appoints William W. Wynder as General Counsel, and hires A&W therefore to render the legal services as specified herein, including for water, environmental, special District, and public law legal services as specified herein, under the direction of the District Board.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated General Counsel (or any successors to such person) without the Board's prior approval.

2. SCOPE OF WORK AND DUTIES

A. A&W will provide representation to District in all its legal matters except as otherwise designated hereby or by the Board.

B. Counsel will keep District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner, and hereby agrees that all services performed shall be provided in a manner commensurate with competent professional standards. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the Board or General Manager of District. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign any legal matter of District from or to A&W.

3. DISTRICT DUTIES

District agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent District desires services to be rendered on site,

District, at District's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the Board President or General Manager, as may be necessary therefor. District further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses.

4. PERSONNEL

In addition to William W. Wynder acting as General Counsel, A&W will provide additional attorneys who are qualified and have the expertise to render the predominate legal services hereunder. Assistant Counsel shall be Patty Quilizapa.

Assignments may be modified as provided in Section 2 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

The rates in Exhibit A would remain in effect until at least July 1, 2017. Although the hourly rates of the attorneys at A&W are reviewed annually, no such increases shall apply to the District unless the fees specified in Exhibit A are amended by action of the Board.

6. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by District. These costs and expenses are described in more detail in Exhibit "B". District agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W, except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). District will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of District. A&W will select any investigators, consultants, or experts to be hired.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of District.

Finally, periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the District as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the District for calls made from our office or other locations to the District.

7. STATEMENTS AND PAYMENT

A&W shall render to District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with District funding categories or to track project costs, or such other basis as the District may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by District within thirty (30) days of receipt of the invoice, except as stated herein or for those specific items on an invoice which are contested or questioned and are returned by District with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate, however, payments may be made up to ninety (90) days after the due date without interest or any other penalty provided the basis for delay of payment is due to the Board not convening within thirty (30) days of receipt of the invoice.

8. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for District to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of District. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of District. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of District or amendment hereof.

9. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of District, and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

10. INSURANCE

A&W 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:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) **Workers' Compensation Insurance.** A policy of workers' 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 both A&W and District 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 District in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name District, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the District. Failure to do so is cause for termination.

11. INDEMNIFICATION

A&W agrees to indemnify District, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of District, its officers, agents or employees.

12. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

DISTRICT: Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550
Attention: Board President, Kathy Mac Laren (or whomever is serving as Board President at the time notice is given)

ATTORNEY: Aleshire & Wynder, LLP
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245
(562) 527-6660 (office)
wwynder@awattorneys.com
Attention: William W. Wynder, Esq.

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

13. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. District may discharge A&W at any time. The Special Counsel shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to District.

In the event of such discharge or withdrawal, District will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the

date of cessation of legal representation. District agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as District's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of District to District, or to counsel designated by District, and assist to the fullest extent possible in the orderly transition of all pending matters to District's special counsel.

15. CONFLICTS

(A) **General.** Except as provided below, A&W has no present or contemplated employment which is adverse to the District. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the District, except as provided below. A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to District, and A&W reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

(B) **Antelope Valley Adjudication.** Excluded from the legal matters assigned to A&W hereunder is the Antelope Valley Groundwater Adjudication (the "Adjudication"), which consists of a group of lawsuits, as follows:

- *Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., et al.*
Los Angeles County Superior Court, CaseNo. BC 325 201;
- *Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., et al.*
Kern County Superior Court, Case No. S-1500-CV-254-348; and
- *Wm. Bolthouse Farms, Inc. v. City of Lancaster*
Diamond Farming Co. v. City of Lancaster
Diamond Farming Co. v. Palmdale Water District
Riverside County Superior Court, Consolidated Action, Case Nos. RIC 353 840, RIC 344 436, RIC 344 668

Due to the fact that A&W currently represents another party to this matter, the District will continue with its current legal representation and written waivers will be obtained from each party before this Agreement becomes effective. A&W will not represent District in these matters or obtain confidential information from District pertaining to the matter.

16. ATTORNEY FEES AND COSTS

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.

17. VENUE

The venue of any action or claim brought by any party to this Agreement will be in Los Angeles County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the District.

Dated: 03-12-14, 2014

"PALMDALE WATER DISTRICT

By: Robert E. Alvarado
By: Robert E. Alvarado
Its: Vice President, Board of Directors

ATTEST:

Joe Estes
Joe Estes, Secretary,
Board of Directors

Dated: 3-13-14, 2014

"ALESHIRE & WYNDER, LLP"

By: David J. Aleshire
David J. Aleshire, Esq.

EXHIBIT A - FEE AGREEMENT

A. GENERAL

We generally charge fees on an hourly basis only for time actually expended on behalf of a client. These rates may be discounted further for an agreed-upon number of hours per month of basic "general counsel" services. This discount for a fixed number of hours may serve as a monthly retainer, but given varying levels of District needs, a monthly retainer carries risks that the District will be overcharged when a minimal number of hours is required or that the Firm will be under-compensated when there is a demand for services beyond the expected level.

Below, we have proposed an hourly-rate approach that includes a discounted rate similar to what a monthly retainer arrangement provides. This discount would be for the first 25 hours, except given the added costs of transition of services, in the first year the discount would apply to the first 50 hour of general services for each month. However, if more than half of your general service hours are typically falling outside of the discount, we are prepared to adjust it.

The fee arrangement would be adjusted on July 1, 2016 by \$10 per hour for each category. Thereafter the rates would be subject to adjustment as agreed to between the District and the Firm. The overall contract would remain in effect until at least July 1, 2017, and thereafter until any other rate adjustment shall be made.

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

Our reimbursable expenses generally are as follows:

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

EXHIBIT A - FEE AGREEMENT

B. HOURLY RATES*

PROPOSED RATES PER HOUR	
<p>1. Advisory Services & Transactional Services: Advisory Services are general counsel services such as communications with the District on general water issues, upcoming agendas, and Commission and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.</p>	<p>First 25 hours: \$205/hr. After 25 hours: Partners & Of Counsel: \$235 Associates: \$195 Paralegal: \$150 Law Clerk: \$90 Legal Assistant & Clerical Support: \$0</p> <p>[For 1st year the discount for the 1st 25 hours shall apply to the first 50 hours]</p>
<p>2. Litigation and Special Services: Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services.</p>	<p>Partners & Of Counsel: \$255 Associates: \$205 Paralegal: \$150 Law Clerk: \$90 Legal Assistant & Clerical Support: \$0</p>
<p>3. Risk Management Litigation: Litigation of tort claims against the District.</p>	<p>Blended Attorney Rate: \$195 Paralegal: \$150 Law Clerk: \$90 Legal Assistant & Clerical Support: \$0</p>
<p>4. Public Finance Rates: For public finance the fee structure shall be as follows:</p> <p>(i) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000); and</p> <p>(ii) For land-based issues (e.g., CFDs and Assessment Districts), a minimum additional fee of \$15,000 payable from a developer's deposit shall apply for the formation of each district or improvement area.</p> <p>In the event that multiple series of bonds, loans or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$7,500 may be charged if a tax opinion is required. At the discretion of the District, District choose a non-contingent structure in lieu of the above schedule at the rate of \$400 per hour on a blended rate for all attorney time incurred. Fees may be adjusted upon negotiation with the Finance Director to the extent there are significant delays in the transaction or the transaction is extremely complex.</p>	

* Other rates may be subject to determination, such as where there is an opportunity to obtain cost recovery through a private party such as a developer.

** These rates would remain in effect for 2 years until July 1, 2016 when they would increase by \$10 per hour.

EXHIBIT B
STATEMENT OF BILLING PRACTICES FOR LEGAL SERVICES

The Firm's fees are charged on an hourly basis for all time actually expended. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. However, when rates are specified in the contract, these rates control.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, parking, and other local travel expenses, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, clerical, staff overtime, computer-assisted research fees, travel costs, including mileage at the current IRS rate per mile, airfare, lodging, meals, and incidentals (but not travel costs to and from the District), and other similar items including deposition, reporter fees, and transcript fees. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

It is understood that Firm will generally not charge for actual travel time, local or long-distance telephone calls or calls made to the District. In exchange, Firm shall not be charged for calls made or received at the District, whether local or long-distance, nor for copying charges since copying on-site will reduce the charge to the client.

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties unless special arrangements are made. Travel time may also be charged in connection with such proceedings.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including the hours worked the billable rates charged, and description of the work performed. All bills are expected to be paid within thirty (30) day of the date of billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

It is expressly understood that the client may discharge Firm at any time. Firm may withdraw from representation at any time to the extent permitted under the Rules of Professional Conduct, upon reasonable notice to the client. In the event of such discharge or withdrawal, client shall pay Firm fees and costs in accordance with this agreement for all work done (and costs incurred) through the termination of Firm representation to Client. Upon such termination withdrawal, Firm shall deliver to client all of its files in this matter and any property in possession at Firm belonging to client.

AMENDMENT NO. 1 TO THAT CERTAIN
CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
PALMDALE WATER DISTRICT

This AMENDMENT NO. 1 to that certain CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES PALMDALE WATER DISTRICT (herein the "Amendment No. 1"), is effective as of the 31st day of December, 2014, by and between the PALMDALE WATER DISTRICT ("DISTRICT") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "A&W").

RECITALS

A. DISTRICT has previously retained A&W pursuant to the terms and conditions of that certain CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES PALMDALE WATER DISTRICT (the "Agreement") dated on or about March 14, 2014.

B. The parties desire now to amend such Agreement as set forth hereinafter in this Amendment No. 1.

COVENANTS:

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

Section 1. Article 1 of the Agreement is amended to read, in its entirety, as follows:

"District hereby appoints Patricia J. Quilizapa as General Counsel, Lindsay M. Tabaian, as Assistant General Counsel, and hires A&W therefore to render the legal services as specified herein, including for water, environmental, special District, and public law legal services as specified herein, under the direction of the District Board.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated General Counsel (or any successors to such person) without the Board's prior approval."

Section 2. Except as set forth herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

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

PALMDALE WATER DISTRICT

Dated: 12 Nov 2014


By: 
PRESIDENT

ATTEST:


Clerk

ALESHIRE & WYNDER, LLP

Dated: 12 Nov. 2014

By: 
Patricia J. Quilizapa
of ALESHIRE & WYNDER, LLP

[END OF SIGNATURES]

AMENDMENT NO. 2 TO THAT CERTAIN
CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
PALMDALE WATER DISTRICT

This AMENDMENT NO. 2 to that certain CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES PALMDALE WATER DISTRICT (herein the "Amendment No. 1"), is effective as of the 31st day of May, 2015, by and between the PALMDALE WATER DISTRICT ("DISTRICT") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "A&W").

RECITALS

A. DISTRICT has previously retained A&W pursuant to the terms and conditions of that certain CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES PALMDALE WATER DISTRICT (the "Agreement") dated on or about March 14, 2014.

B. The parties entered into the First Amendment of the Agreement as of December 31, 2014, to reflect Patricia Quilizapa would serve as General Counsel.

C. The parties desire now to amend such Agreement once again as set forth hereinafter in this Amendment No. 2.

COVENANTS:

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

Section 1. Article 1 of the Agreement is amended to reflect the appointment of Eric Dunn as General Counsel and Adrian R. Guerra as Assistant General Counsel in light of the transition of Patty Quilizapa from the firm, and shall read as follows:

"District hereby appoints Eric Dunn as General Counsel, Adrian R. Guerra, as Assistant General Counsel, and hires A&W therefore to render the legal services as specified herein, including for water, environmental, special District, and public law legal services as specified herein, under the direction of the District Board.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated General Counsel (or any successors to such person) without the Board's prior approval."

///

Section 2. Section B.1 of Exhibit A of the Agreement is amended to reflect a 9-month extension of the time during which the initial discounted rates of the firms apply and shall read as follows:

A. **HOURLY RATES***

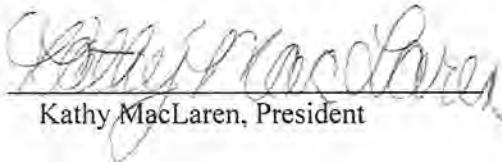
PROPOSED RATES PER HOUR	
1. Advisory Services & Transactional Services: Advisory Services are general counsel services such as communications with the District on general water issues, upcoming agendas, and Commission and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.	First 25 hours: \$205/hr.
	After 25 hours:
	Partners & Of Counsel: \$235
	Associates: \$195
	Paralegal: \$150
	Law Clerk: \$90
	Legal Assistant & Clerical Support: \$0
	[For 21 months through December 31, 2015 the discount for the 1st 25 hours shall apply to the first 50 hours]

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

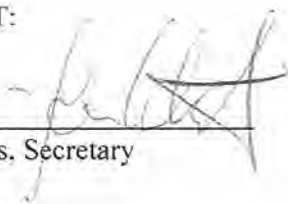
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Board President.

PALMDALE WATER DISTRICT

Dated: 5-27-15

By: 
Kathy MacLaren, President

ATTEST:


Joe Estes, Secretary

ALESHIRE & WYNDER, LLP

Dated: 5/27/15

By: 
Eric Dunn

[END OF SIGNATURES]



ALESHIRE &
WYNDER LLP
ATTORNEYS AT LAW

TO: Honorable President & Members of the Board,
Palmdale Water District

FROM: Patty Quilizapa
General Counsel

SUBJECT: Item 8.5: *Proposed Amendment to General Counsel Contract to Extend Term of Discounted Rates and Overview of Legal Fees and Costs in First Year of Contract*

Proposed Action: Approve Second Amendment to General Counsel Agreement

I. **OVERVIEW AND REQUEST FOR BOARD APPROVAL**

Our firm regularly offers discounted rates to new clients for General Counsel or City Attorney services to allow our attorneys to become familiar with ongoing issues at the client agency. For Palmdale Water District, A&W's contract provides for a discounted rate of \$205 per hour for the first 50 hours of advisory and transactional services, and a rate of \$235 per hour for every hour thereafter. After the first year, however, the discounted rate applies only to the first 25 hours.

Due to the level of involvement General Counsel has taken in the review of the District's Rules and Regulations, Strategic Planning, Board development, rate increase hearings, and other matters, our firm proposes to extend the 50-hour discounted rate term for an additional eight months through December 31, 2015. Indeed, we are already applying the extended discounted billing past the March 31, 2015 date the discount was to expire.

To make the extended discounted rate official, we request the Board approve the amendment to the existing General Contract, which is reflected solely at Exhibit A of the contract and shown in the attached redline version and here as follows:

Below, we have proposed an hourly-rate approach that includes a discounted rate similar to what a monthly retainer arrangement provides. This discount would be for the first 25 hours, except given the added costs of transition of services, in the first ~~year~~ 21 months through December 31, 2015 the discount would apply to the first 50 hour of general services for each month. However, if more than half of your general service hours are typically falling outside of the discount, we are prepared to adjust it.

* * *

1. Advisory Services & Transactional Services: Advisory Services are general counsel services such as communications with the District on general water issues, upcoming agendas, and Commission and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.	First 25 hours: \$205/hr.																	
	<table> <tr> <td>After</td> <td>25</td> <td>hours:</td> </tr> <tr> <td>Partners & Associates:</td> <td>Of Counsel:</td> <td>\$235</td> </tr> <tr> <td>Paralegal:</td> <td></td> <td>\$195</td> </tr> <tr> <td>Law Clerk:</td> <td></td> <td>\$150</td> </tr> <tr> <td>Legal Assistant & Clerical Support:</td> <td></td> <td>\$90</td> </tr> <tr> <td></td> <td></td> <td>\$0</td> </tr> </table>	After	25	hours:	Partners & Associates:	Of Counsel:	\$235	Paralegal:		\$195	Law Clerk:		\$150	Legal Assistant & Clerical Support:		\$90		
After	25	hours:																
Partners & Associates:	Of Counsel:	\$235																
Paralegal:		\$195																
Law Clerk:		\$150																
Legal Assistant & Clerical Support:		\$90																
		\$0																
	[For 1st year first 21 months through December 31, 2015 the discount for the 1st 25 hours shall apply to the first 50 hours]																	

II. APPOINTMENT OF ERIC DUNN AS GENERAL COUNSEL AND ADRIAN GUERRA AS ASSISTANT GENERAL COUNSEL

I currently proudly serve as General Counsel for the District. As of May 29, 2015, however, I will be transitioning from private practice to an in-house public agency position. It has been a pleasure to serve the Board, staff, and the public in the position of General Counsel for the District. Aleshire & Wynder proposes Mr. Eric Dunn and Mr. Adrian R. Guerra as General Counsel and Assistant General Counsel for the District. Both have extensive experience advising public agencies and specifically advising public agencies with groundwater rights and municipal water services.

The transition to Messrs. Dunn and Guerra requires an appointment by the Board and approval of the attached proposed amended agreement.

[END OF MEMORANDUM]

AMENDMENT NO. 3 TO THAT CERTAIN
CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
PALMDALE WATER DISTRICT

This AMENDMENT NO. 3 to that certain CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES PALMDALE WATER DISTRICT (herein "Amendment No. 3"), is effective as of the 23rd day of August, 2017, by and between the PALMDALE WATER DISTRICT ("DISTRICT") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "A&W").

RECITALS

A. DISTRICT has previously retained A&W pursuant to the terms and conditions of that certain CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES PALMDALE WATER DISTRICT (the "Agreement") dated on or about March 14, 2014.

B. The parties amended the Agreement as of December 31, 2014 and May 31, 2015 to reflect changes in the named General Counsel.

C. The parties desire now to amend such Agreement once again as set forth herein.

COVENANTS:

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

Section 1. Article 1 of the Agreement is amended to reflect and confirm the appointment of Eric L. Dunn as General Counsel, and shall read in its entirety as follows:

"District hereby appoints Eric Dunn as General Counsel and hires A&W therefore to render the legal services as specified herein, including for water, environmental, special District, and public law legal services as specified herein, under the direction of the District Board.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated General Counsel (or any successors to such person) without the Board's prior approval."

Section 2. Article 4 of the Agreement is amended to reflect the appointment of Maya Mouawad as Assistant General Counsel, and shall read as follows:

“In addition to Eric L. Dunn acting as General Counsel, A&W will provide additional attorneys who are qualified and have the expertise to render the predominate legal services hereunder. Assistant General Counsel shall be Maya Mouawad. The General Counsel may replace the Assistant General Counsel from time to time without an amendment to the Agreement, provided such Assistant shall be satisfactory to the Board and General Manager.

Assignments may be modified as provided in Section 2 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.”

Section 3. Sections B.1, B.2 and B.3 of Exhibit A of the Agreement are amended to increase the hourly rates by Ten Dollars (\$10.00) per hour and shall read as follows:

RATES PER HOUR	
<p>1. Advisory Services & Transactional Services: Advisory Services are general counsel services such as communications with the District on general water issues, upcoming agendas, and Commission and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.</p>	<p>First 50 hours: \$215/hr. After 50 hours: Partners & Of Counsel: \$245 Associates: \$205 Paralegal: \$160 Law Clerk: \$100 Legal Assistant & Clerical Support: \$0</p>
<p>2. Litigation and Special Services: Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services.</p>	<p>Partners & Of Counsel: \$265 Associates: \$215 Paralegal: \$160 Law Clerk: \$100 Legal Assistant & Clerical Support: \$0</p>
<p>3. Risk Management Litigation: Litigation of tort claims against the District.</p>	<p>Blended Attorney Rate: \$205 Paralegal: \$160 Law Clerk: \$100 Legal Assistant & Clerical Support: \$0</p>

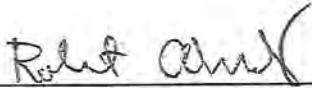
Section 4. The foregoing rates shall remain in effect until at least July 1, 2020, and until amended by action of the Board.

Section 5. Except as set forth herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.


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

PALMDALE WATER DISTRICT

Dated: August 23, 2017

By: 
Robert E. Alvarado, President

ATTEST:


Joe Estes, Secretary

ALESHIRE & WYNDER, LLP

Dated: August 23, 2017

By: 
Eric L. Dunn, Partner

[END OF SIGNATURES]

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

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

RECITALS

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

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

COVENANTS:

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

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

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

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

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

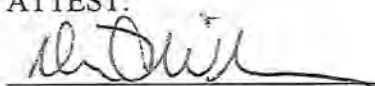
Dated: JUNE 10, 2019

PALMDALE WATER DISTRICT

By: 

Vincent Dino, President

ATTEST:



Don Wilson, Secretary

ALESHIRE & WYNDER, LLP

Dated: JUNE 10, 2019

By: 

Eric L. Dunn, Partner

[END OF SIGNATURES]

EXHIBIT A – FEE AGREEMENT

A. GENERAL

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

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

Reimbursable expenses generally are as follows:

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

B. HOURLY RATES

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

AMENDMENT NO. 5 TO THAT CERTAIN
CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
PALMDALE WATER DISTRICT

This Amendment No. 5 to that certain Contract Services Agreement For General Counsel Services Palmdale Water District (herein "Amendment No. 5"), is effective as of the 15th day of June, 2021, by and between the Palmdale Water District ("District") and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "A&W").

RECITALS

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

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

COVENANTS:

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

Section 1. Exhibit A of the Agreement is hereby amended and replaced in its entirety with Exhibit A attached to this Amendment No. 5.

Section 2. The rates described in Exhibit A supersede all prior amendments, shall take effect on July 1, 2021, and shall remain in effect until at least July 1, 2022, or until amended by action of the Board.

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

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

Dated: June 14, 2021

PALMDALE WATER DISTRICT

By: Gloria Dizmang
Gloria Dizmang, President

ATTEST:

Kathy Mac Laren-Gomez
Kathy Mac Laren-Gomez, Secretary

ALESHIRE & WYNDER, LLP

Dated: June 14, 2021

By: Eric L. Dunn
Eric L. Dunn, Partner

[END OF SIGNATURES]

EXHIBIT A – FEE AGREEMENT

A. GENERAL

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

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

Reimbursable expenses generally are as follows:

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

B. HOURLY RATES

RATES PER HOUR (Effective July 1, 2021)	
<p>1. Advisory Services & Transactional Services: Advisory Services are general counsel services such as communications with the District on general water issues, upcoming agendas, and Commission and Board meetings, with occasionally the need for limited legal or factual research. Transactional Services are those that require drafting of correspondence, memos, or contracts, which may require legal or factual research.</p>	<p>First 25 hours: \$242 After 25 hours: Partners & Of Counsel: \$273 Associates: \$232</p> <p>Paralegal: \$175 Law Clerk: \$113 Document Clerk: \$72 Legal Assistant & Clerical Support: \$0</p>
<p>2. Litigation and Special Services: Litigation and Special Services include litigation in any court or tribunal, and administrative proceedings in federal, State, county, or local forums, and special services when approved by General Manager such as labor and employment, real estate transactions, major contract negotiations, toxics wastes, and similar services.</p>	<p>Partners & Of Counsel: \$294 Associates: \$242</p> <p>Paralegal: \$175 Law Clerk: \$113 Document Clerk: \$72 Legal Assistant & Clerical Support: \$0</p>
<p>3. Risk Management Litigation: Litigation of tort claims against the District, when assigned.</p>	<p>Blended Attorney Rate: \$232 Paralegal: \$175 Law Clerk: \$113 Document Clerk: \$72 Legal Assistant & Clerical Support: \$0</p>
<p>4. Public Finance Rates: For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., the hourly rate shall be \$400 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$180 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.</p>	

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made, entered into and effective as of September 1, 2011, by and between PALMDALE WATER DISTRICT (hereinafter "District"), and ROBERT M. EGAN (hereinafter "Egan" or "Financial Advisor").

RECITALS

A. Egan is a certified public accountant duly licensed in the State of California and has been performing accounting, financial, investment and other services for the District since November 1, 1994.

B. The District wishes to formalize its arrangement with Egan, as an independent contractor on certain terms as set forth in this Agreement, and Egan is agreeable to the proposed arrangement.

C. The parties are therefore entering into this Agreement to set forth the terms and conditions under which Egan will continue to serve as a financial advisor to the District.

AGREEMENTS

Now, therefore, in consideration of the mutual promises herein set forth, the parties agree as follows:

1. INDEPENDENT CONTRACTOR. Egan is retained by the District only for the purposes of and to the extent set forth in this Agreement and Egan's relationship to the District, shall, during the term of this agreement, be that of an independent contractor. Under no circumstances shall Egan look to the District as his employer, or as a partner, agent, or principal. Egan shall not be entitled to any benefits accorded to the District's employees, including workers' compensation, disability insurance, vacation, or sick pay. Egan shall be responsible for providing, at Egan's expense, and in Egan's name, disability, workers' compensation, or other insurance as well as any licenses or permits usual or necessary for performance of the services

Egan renders. Egan may use any employees or subcontractors as Egan deems necessary to perform the services required of Egan by this Agreement and Egan shall be solely responsible for the compensation of such employees or subcontractors. The District shall not control, direct, or supervise Egan's employees or subcontractors in the performance of those services.

Egan shall pay, when and as due, any and all taxes incurred as a result of Egan's compensation, including estimated taxes, and shall provide the District with proof of payment on demand. Egan shall indemnify the District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by the District arising out of Egan's failure to pay any and all taxes due. This engagement is for an unspecified period of time and subject to termination as allowed by law or as set forth herein.

2. DUTIES AND OBLIGATIONS OF FINANCIAL ADVISOR. As the Financial Advisor to the District, Egan shall regularly perform certain duties and functions on a monthly basis, others on a quarterly or annual basis, and as requested by the Board of Directors. Though he is engaged directly by the Board of Directors, Egan shall regularly report to the District's Finance Committee (a standing committee established by the Board of Directors) and coordinate his services with and through the General Manager. The services and duties to be provided by Egan are as follows:

Monthly Services and Duties

1. Prepare 12-month cash-flow projections and cash and investment reports for the Finance Committee;
2. Monitor and report to the Finance Committee on intra-district loans and the State Water Project transactions; and
3. Attend all Finance Committee meetings unless the committee Chairperson specifies otherwise.

Quarterly Services and Duties

Prepare quarterly assessment of District finances.

Annual Services and Duties

1. Prepare annual State Water Project assessment rate calculations and make recommendations regarding the same; and
2. Prepare the annual State Controller report.

Services and Duties as Requested by Board of Directors

1. Provide recommendations on investments, project financings and rate settings as requested by the Board of Directors or the Finance Committee;
2. Participate as a member of the District's financing team on any debt issuance contemplated by the District;
3. Prepare monthly recurring entries and assist as needed on other accounting issues;
4. Assist on the preparation of the annual budget;
5. Assist in the preparation and conduct of the annual audit, including appropriate footnote disclosure; and
6. Such other services and duties as may be requested by the Board of Directors.

3. COMPENSATION. Egan shall be compensated for his services on an hourly basis. Commencing with the effective date of this Agreement, his hourly rate for the services described above shall be \$225.00, which rate shall be subject to adjustment at the discretion of the District, but only if, in the opinion of the Board of Directors, Egan's performance has been satisfactory, as determined by the evaluation to be conducted in accordance with Section 5, below,

4. DUTIES AND OBLIGATIONS OF DISTRICT. The District shall provide Egan with an annual performance review, the compensation set forth above, and any expense reimbursements approved in advance by the Board of Directors.

5. ANNUAL REVIEW. The Board of Directors of the District shall conduct an annual evaluation of Egan's performance either by the full Board or by the Finance Committee. At a minimum, the evaluation shall consist of a conference with the Financial Advisor to review his performance. This performance evaluation shall occur during the months of January or February of each year this Agreement is in effect.

6. TERMINATION OF AGREEMENT.

A. This Agreement shall terminate on the death of the Financial Advisor. In addition, this Agreement may be terminated by Egan at any time, without cause, upon no less than 60 days' prior written notice to the District. The Financial Advisor shall be entitled to compensation to and through the effective date of termination, but shall not be entitled to any additional compensation.

B. The District may terminate the Financial Advisor's services and thereby terminate this Agreement, at any time, with or without cause, upon no less than 30 days' prior written notice to the Financial Advisor.

7. GENERAL PROVISIONS.

A. This Agreement constitutes the entire agreement between the parties. No amendments to this Agreement may be made except by a writing signed by both parties.

B. The validity, interpretation, performance and effect of this Agreement shall be construed in accordance with the laws of the State of California.

C. Any notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, in the United States Mail. Any notice shall be addressed as follows:

Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Notice to the Financial Advisor shall be addressed to his last-known address as reflected on the records of the District.

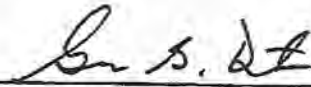
D. If any provisions of this Agreement are held invalid and unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

E. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by either party shall not be deemed as a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time.

F. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which the party may be entitled.

IN WITNESS WHEREOF, the parties have executed this INDEPENDENT CONTRACTOR AGREEMENT as of the date first hereinabove written.

PALMDALE WATER DISTRICT

By: 
Gordon G. Dexter, President


ROBERT M. EGAN

ATTACHMENT NO. 8

**PWD 2022 STANDING COMMITTEES AND APPOINTMENTS
DISTRIBUTED AT JUNE 13, 2022 REGULAR BOARD MEETING**

<p>RESOURCE AND FACILITIES: <u>Director Dino, Chair</u> <u>Director Kellerman</u></p> <p>GOAL: To Ensure Reliable Water Sources, Facilities and Equipment</p> <p>Assignments:</p> <ol style="list-style-type: none"> 1) Water System Master Plan and Asset Management 2) Recycled Water System 3) Water Supply Portfolio Diversification 4) Source Water Management 5) Water and Energy Conservation and Education Programs 6) Operation Resiliency and Safety 	<p>PERSONNEL: <u>Director Mac Laren-Gomez, Chair</u> <u>Director Kellerman</u></p> <p>GOAL: To Promote Employee Retention and Excellence</p> <p>Assignments:</p> <ol style="list-style-type: none"> 1) Compensation and benefits 2) Succession Planning Program 3) Organizational structure 4) Personnel policies 5) Training 6) Internships and Mentoring
<p>FINANCE: <u>Director Wilson, Chair</u> <u>Director Dizmang</u></p> <p>GOAL: To Ensure and Maintain Financial Stability</p> <p>Assignments:</p> <ol style="list-style-type: none"> 1) Grant funding 2) Five-year Water Rate Plan 3) Payment options 4) Budget and audit 5) Investments and reserves 6) Developer fees 	<p>OUTREACH: <u>Director Mac Laren-Gomez, Chair</u> <u>Director Wilson</u></p> <p>GOAL: To be an Industry Leader, Both Locally and Regionally, and to Develop New and Innovative Programs</p> <p>Assignments:</p> <ol style="list-style-type: none"> 1) Antelope Valley partnerships and associations 2) Emergency Response Plan 3) Legislation and lobbying efforts 4) Board policies 5) Outreach Plan and publications 6) State-of-the-art concepts to improve efficiencies and operations
<p>PALMDALE WATER DISTRICT DIRECTOR APPOINTMENTS</p> <ul style="list-style-type: none"> ▪ Antelope Valley State Water Contractors Association <u>Director Mac Laren-Gomez</u> <u>Director Wilson</u> Alternate: <u>Director Dizmang</u> ▪ Palmdale Recycled Water Authority <u>Director Dino</u> <u>Director Wilson</u> Alternate: <u>Director Mac Laren-Gomez</u> ▪ Plant 42 Environmental Restoration Advisory Board <u>Director Wilson</u> Alternate: <u>Director Dino</u> ▪ Association of California Water Agencies & JPIA <u>Director Dizmang</u> <u>Alternate: Director Dino</u> ▪ North L.A. County Special Districts Association <u>Director Dino</u> <u>Director Dizmang</u> 	<p>BOARD LIAISONS:</p> <p>The Board President shall act as and/or appoint Liaisons to various functions and organizations to represent PWD.</p> <ul style="list-style-type: none"> ▪ AVEK <u>Director Dino</u> <u>Alternate: Director Mac Laren-Gomez</u> ▪ Fin & Feather Club <u>Director Dizmang</u> <u>Alternate: Director Wilson</u> ▪ United Water Conservation District <u>Director Dizmang</u> <u>Director Mac Laren-Gomez</u> <p align="center"><i>The Board President shall appoint Ad Hoc Committees from time to time and reconstitute such committees as the need arises.</i></p>

ATTACHMENT NO. 9

Conflict of Interest Code
of the

PALMDALE WATER DISTRICT

Incorporation of FPPC Regulation 18730 (2 California Code of Regulations, Section 18730) by Reference

The Political Reform Act (Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. 18730), which contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated into the conflict of interest code of this agency by reference. This regulation and the attached Appendices (or Exhibits) designating officials and employees and establishing economic disclosure categories shall constitute the conflict of interest code of this agency.

Place of Filing of Statements of Economic Interests

All officials and employees required to submit a statement of economic interests shall file their statements with the agency head; or his or her designee. The agency shall make and retain a copy of all statements filed by its Board of Directors, General Manager/CEO, and forward the originals of such statements to the Executive Office of the Board of Supervisors of Los Angeles County.

The agency shall retain the originals of statements for all other Designated Positions named in the agency's conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction (Gov. Code Section 81008).

PALMDALE WATER DISTRICT

EXHIBIT "A"

CATEGORY 1

Persons in this category shall disclose, in accordance with this Code, all interest in real property within the District. Real property shall be deemed to be within the jurisdiction of the District if the property or any part of it is located within or not more than two miles outside the boundaries of the District or within two miles of any land owned or used by the District.

Persons are not required to disclose a residence, such as a home or vacation cabin, used exclusively as a personal residence; however, a residence in which a person rents out a room or for which a person claims a business deduction may be reportable.

CATEGORY 2

Persons in this category shall disclose in accordance with this Code, all income (including receipt of gifts, loans and travel payments) from, investments in, and business positions ~~with~~ in businesses that produce products or provide services of a type utilized by the District, including the following areas:

- Office equipment and supplies
- Banks and savings and loans institutions
- Securities dealers and underwriters
- Real property
- Public utilities
- Financial audit services
- Insurance services
- Computer equipment, services, and supplies
- Printing, reproduction, or photographic equipment, services and supplies
- Periodicals, books, newspapers
- Chemicals
- Motor vehicles and specialty vehicles, parts and supplies
- Construction and maintenance equipment, services and supplies and building materials
- Petroleum products
- Transportation and lodging services
- Safety equipment and supplies
- Security services
- Food services and supplies
- Communication services

PALMDALE WATER DISTRICT

EXHIBIT "A" (Cont'd)

CATEGORY 2 (Cont'd)

Water quality testing equipment, supplies and services

Cathodic protection equipment, services and supplies

Engineering services

Employment / temporary help agencies

Educational equipment, services and supplies

Medical supplies, services and informational materials

Landscape services and supplies

Typographical services

4-color separations

General and specialty equipment rentals

Consulting Services: legal, energy and power, engineering, soils testing, water treatment, advertising, communications, design, art work, audio/visual, movie productions, planning, water pricing and demand, economists, desalting, environmental, appraisers, real estate sales, and investment services.

CATEGORY 3

Persons in this category shall disclose all income (including gifts, loans and travel payments) from any Palmdale Water District employee or any known representative or association of such employee, or any business known by the reporting official to be owned or controlled by such employee.

PALMDALE WATER DISTRICT
EXHIBIT "B"

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Members of Board of Directors	1, 2, 3
General Manager/CEO	2, 3
Assistant General Manager/COO	2, 3
Resource and Analytics Director	2
Operations Manager	2
Facilities Manager	2
Finance Manager/CFO	2
Engineering/Grant Manager	2
Human Resources Director	2, 3
Information Technology Manager	2
Public Affairs Director	2
Consultants/New Positions*	

*Consultants/New Positions are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The General Manager/CEO or his or her designee may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with disclosure requirements in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager/CEO or his or her designee's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

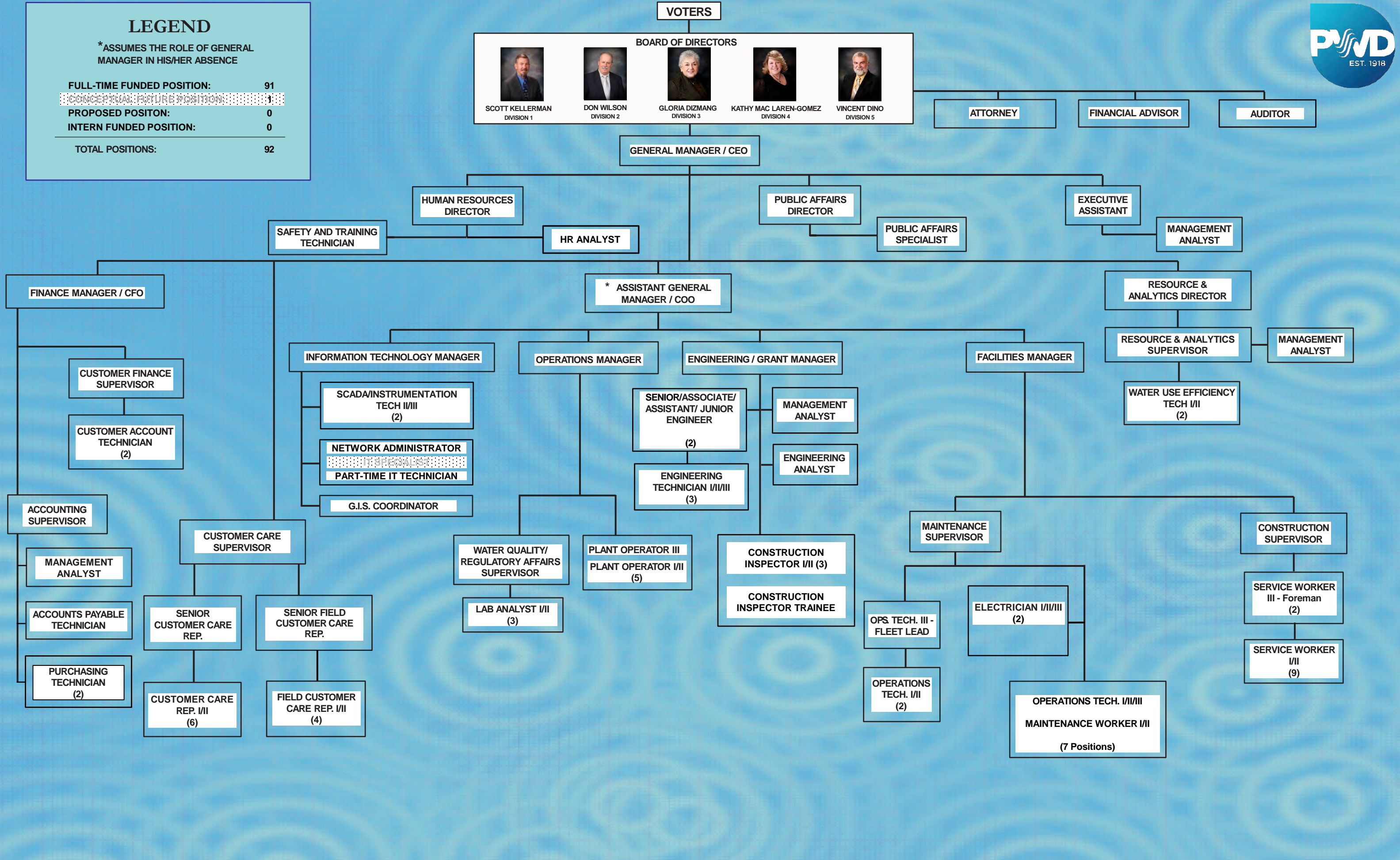
Individuals who perform under contract the identical duties of any designated position shall be required to file Statements of Economic Interests disclosing reportable interests in the categories assigned to that designated position.

EFFECTIVE DATE: 7/28/2021

ATTACHMENT NO. 10



LEGEND	
* ASSUMES THE ROLE OF GENERAL MANAGER IN HIS/HER ABSENCE	
FULL-TIME FUNDED POSITION:	91
CONCEPTUAL/FUTURE POSITION:	1
PROPOSED POSITION:	0
INTERN FUNDED POSITION:	0
TOTAL POSITIONS:	92



PALMDALE WATER DISTRICT ORGANIZATIONAL STRUCTURE

APPROVED OCT. 24, 2022

ATTACHMENT NO. 11

DEPARTMENT MANAGER PHOTO/CONTACT LIST



Dennis LaMoreaux, General Manager – 661-456-1017/cell 661-917-3031



Adam Ly, Assistant General Manager – 661-456-10162/cell 562-417-8841



Peter Thompson II, Resource and Analytics Director (Water Use Efficiency) – 661-456-1042



Judy Shay, Public Affairs Director – 661-456-1041



Scott Rogers, Engineering Manager – 661-456-1020



Chris Bligh, Facilities Manager – 661-456-1052



Mynor Masaya , Operations Manager – 661-456-1185



Dennis Hoffmeyer, Finance Manager – 661-456-1021



Angelica Barragan-Garcia, Human Resources Director – 661-456-1048



James Stanton, Information Technology Manager – 661-456-1050



Tara Rosati, Customer Care Supervisor – 661-456-1069



Dawn Deans, Executive Assistant – 661-456-1003



Danielle Henry, Management Analyst-Admin. – 661-456-1059

ATTACHMENT NO. 12

Terminology/Water Terms/Acronyms

Terminology

- ▶ **Agenda:** Formal document disclosing all matters to be discussed or considered by the Board at a scheduled meeting. In accordance with the Brown Act, agendas must be posted no later than 72 hours prior to the beginning of a regular meeting.
 - ▶ **Agenda Item Staff Report:** A report prepared by District staff for meeting agenda packets providing details on an agenda item.
 - ▶ **Motion:** A formal motion for action made by a Board Member at any Board or Committee meeting. A motion initiates action on a subject on the agenda. Another Board Member must offer a second to the motion for action to continue.
 - ▶ **Resolution:** A formal action for adoption of a policy or action not intended to be a rule or law.
 - ▶ **Ordinance:** A formal rule or law made by the Board of Directors.
-

Water Terms

- ▶ **Acre Foot (AF):** A volume of water that covers one acre (about the size of a football field) to a depth of one foot, or 43,560 cubic feet, about 326,000 gallons.
- ▶ **Adjudication:** Groundwater basin assignment of groundwater rights and groundwater management determined through litigation.
- ▶ **Aquifer:** A natural underground area with layers of porous, water-bearing materials (sand, gravel) capable of yielding a supply of water (see Groundwater Basin).
- ▶ **Aquifer Storage and Recovery (ASR):** The process of injecting potable water into an aquifer through wells or by surface spreading and infiltration and then pumping it out of the ground when needed. The aquifer essentially functions as a storage reservoir.
- ▶ **Best Management Practices (BMPs):** Methods or techniques found to be the most effective and practical means in achieving an objective. Often used in the context of water conservation.
- ▶ **Conservation:** The management of water resources so as to eliminate waste and/or maximize efficiency of use.
- ▶ **Evaporation:** The process of liquid water becoming water vapor including vaporization from water surfaces and land surfaces but not from leaf surfaces.
- ▶ **Groundwater:** The supply of fresh water found beneath the Earth's surface, usually in aquifers, which supplies wells and/or springs.

Water Terms (continued)

- ▶ **Groundwater Basin:** An underground body of water or aquifer defined by physical boundaries. In addition to using surface water, the District pumps groundwater from wells in the groundwater basin (see Aquifer).
- ▶ **Groundwater Recharge:** The process of placing water in an aquifer. This can be a naturally occurring process or artificially enhanced.
- ▶ **Groundwater Table:** The upper surface of the zone of saturation.
- ▶ **Hydrologic Cycle (or Water Cycle):** The continuous movement process of evaporation of water into the atmosphere, condensation to form clouds, and its return to Earth in the form of rain or snow (precipitation). This process includes transpiration from plants, percolation into the ground, groundwater movement, and runoff into rivers, streams, and the ocean.
- ▶ **Imported Water:** The importation of water from another public agency for use within an agency's service territory.
- ▶ **Injection Well:** A well used for injecting water or other fluid into a groundwater aquifer.
- ▶ **Maximum Containment Level (MCL):** Standards that are set by the United States Environmental Protection Agency (EPA) for drinking water quality. An MCL is the legal threshold limit on the amount of a substance that is allowed in public water systems under the Safe Drinking Water Act.
- ▶ **Monitoring Well:** A non-pumping well used for drawing water quality samples or measuring water levels.
- ▶ **Overdraft:** The pumping of water from a groundwater basin or aquifer in excess of the supply flowing into the basin. This pumping results in a depletion of the groundwater in the basin which has a net effect of lowering the levels of water in the aquifer.
- ▶ **Potable Water:** Water that is safe for human consumption. This generally means water that does not contain objectionable pollution, contamination, minerals, or disease-causing bacteria or viruses and is considered safe for drinking by the State Department of Public Health.
- ▶ **Percolation:** The downward movement of water through the soil to the groundwater table.
- ▶ **Permeability:** The ability of a material to transmit water through its pores when subjected to pressure.
- ▶ **Reverse Osmosis:** A process by which a solvent passes through a porous membrane in the direction opposite to that for natural osmosis when subjected to a hydrostatic pressure greater than the osmotic pressure.
- ▶ **Reservoir (or Storage Reservoir):** An area where water is stored to be used at a later time for peak demands or emergencies such as fire suppression.
- ▶ **Runoff:** Precipitation (rain, snow, sleet, or hail) that reaches a surface stream without ever passing below the soil surface.

Water Terms (continued)

- ▶ **Safe Yield:** The amount of water that can be pumped from the aquifer without over-drafting (over-using or exhausting) the aquifer.
- ▶ **Special District:** A form of local government created by a local community to meet a specific need. Water agency special districts are regulated by the State of California Department of Public Health and State Water Code laws.
- ▶ **Subsidence:** Downward movement of the land surface associated with groundwater pumping especially where such pumping exceeds safe yield and where the water table has dropped.
- ▶ **Surface Water:** Water found in lakes, streams, rivers, oceans, or reservoirs behind dams.
- ▶ **Total Maximum Daily Load (TMDL):** A regulatory term in the U.S. Clean Water Act describing a plan for restoring impaired waters that identifies the maximum amount of a pollutant that a body of water can receive while still meeting water quality standards.
- ▶ **Transpiration:** Water used by plants.
- ▶ **Water Banking (or Groundwater Banking):** The practice of actively storing or exchanging in-lieu surface water supplies in available groundwater basin storage space for later extraction and use by the storing party or for sale or exchange to a third party. Water may be banked as an independent operation or as part of a conjunctive use program.
- ▶ **Water Demand:** The amount of water used over a period of time.
- ▶ **Water Quality:** The physical, chemical, and biological characteristics of water and how they relate to a particular beneficial use.
- ▶ **Watershed:** The region or land area that contributes to the drainage or catchment area above a specific point on a stream or river.
- ▶ **Water Table:** The upper surface of the zone of saturation of groundwater in an unconfined aquifer.
- ▶ **Water Transfer:** A transaction in which a holder of a water right or entitlement voluntarily sells/exchanges to a willing buyer the right to use all or a portion of the water under that water right or entitlement.

Local Agency Acronyms

AVBCC	A.V. Black Chamber of Commerce
AVCOC	Antelope Valley Chambers of Commerce
AV EDGE	Antelope Valley Edge (<i>Formerly AV Board of Trade and GAVEA</i>)
AVEK	Antelope Valley East Kern Water Agency

Local Agency Acronyms (continued)

AVHCC	A.V. Hispanic Chamber of Commerce Luncheon
AVSWCA	Antelope Valley State Valley Water Contractors Association
AVWB	Antelope Valley Watermaster Board
AVWCC	Antelope Valley Water Conservation Coalition
CITY	Palmdale City Council
ERAB	Plant 42 Environmental Restoration Advisory Board
FIN & FEATHER	Palmdale Fin & Feather Club
LCID	Littlerock Creek Irrigation District
PRWA	Palmdale Recycled Water Authority
PSD	Palmdale School District
PWD	Palmdale Water District
PLNGCMSN	Palmdale Planning Commission
QHWD	Quartz Hill Water District
RCSD	Rosamond Community Services District

Acronyms

ACWA	Association of California Water Agencies
ACWA/JPIA	Association of California Water Agencies/Joint Powers Insurance Authority
AWWA	American Waterworks Association
CCR	Consumer Confidence Report
CDPH	California Department of Public Health
CEQA	California Environmental Quality Act
CWA	Clean Water Act
CSDA	California Special Districts Association
D1 to D5	Distribution Certification Levels from 1 to 5
DWR	Department of Water Resources
EA	Environmental Assessment
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency

Acronyms (continued)

ES	Endangered Species Act
HCP	Habitat Conservation Plan
JPA	Joint Powers Agreement or Authority
MCL	Maximum Contaminant Level
MCLG	Maximum Contaminant Level Goal
MGD	Million Gallons per Day
MSDS	Material Safety Data Sheet
MTBE	Methyl-t-Butyl-Ether
NTS	Natural Treatment System
pCi/l	Picocuries per liter (a measurement)
PERS	Public Employees Retirement System
PHG	Public Health Goal
PPB	Parts Per Billion
PPM	Parts Per Million
PPT	Parts Per Trillion
RWQCB	Regional Water Quality Control Board
SCE	Southern California Edison
SDWA	Safe Drinking Water Act
SRF	State Revolving Fund
SWP	State Water Project
SWRCB	State Water Resources Control Board
SWRCB-DDW	State Water Resource Control Board-Division of Drinking Water
SWT	Surface Water Treatment
T1 to T5	Treatment Certification Levels from 1 to 5
TDS	Total Dissolved Solids
USBR	United States Bureau of Reclamation
USEPA	United States Environmental Protection Agency (also EPA)
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: November 7, 2022 **November 14, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION ON 2023 DISTRICT MEMBERSHIP IN THE CALIFORNIA FOUNDATION ON THE ENVIRONMENT AND THE ECONOMY (CFEE). (\$21,000.00 – BUDGETED – BUDGET ITEM NO. 1-02-5070-011 – GENERAL MANAGER LaMOREAUX)*

Recommendation:

This item is presented for the Board’s discussion on District membership in the California Foundation on the Environment and the Economy (CFEE). Staff has no recommendation.

Alternative Options:

The Board can either continue CFEE membership or not renew CFEE membership.

Background:

The District joined CFEE near the end of 2020 with its current membership expiring December 2022.

CFEE was created in 1979 as an independent, nonprofit institution and connects labor, business, local government, and environmental leaders with elected officials and policymakers regarding California’s fundamental challenges.

They conduct discussion forums and study travel projects focused on energy, water, housing, transportation, telecommunications and technology, and recycling and the circular economy (attached CFEE Policy Focus sheet) designed to maximize engagement and collaboration regarding complex public policy.

CFEE is funded by its large and diverse Board of Directors (list attached) at the rate of either \$21,000.00 for a Regular Board Member or \$38,000.00 for a Traveling Board Member. The District is currently a Regular Board Member. Each of CFEE’s Board Members are assigned specific topics. Director Dino, as the District’s CFEE representative, has been assigned the topics of housing and water and is only sent notifications and information, via email, on meetings relating to these topics. He can, however, attend additional CFEE events outside these topics by reviewing event materials on CFEE’s website and requesting to attend.

CFEE also solicits funding contributions from the public and private sector, labor, and environmental participants on an ability-to-pay basis. Many public sector participants, as well as community and consumer leaders, are either hosted or pay their own way.

CFEE hosts five conferences per year two of which are international for Traveling Board Members. Conferences and webinars are scheduled for the year at Board meetings, and newsletters are sent quarterly via email.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 5 – Regional Leadership.
This item directly relates to the District’s Mission Statement.

Budget:

\$21,000.00 or \$38,000.00 depending on level of membership.

Supporting Documents:

- CFEE Policy Focus sheet
- CFEE Board of Directors List

CFEE'S POLICY FOCUS:

WATER:

California is home to one of the world's most variable climates, in which grinding droughts and torrential downpours are familiar features of the state's extreme precipitation patterns. With a state population approaching 40 million residents, the imperative for a safe and secure water system is foundational to our shared prosperity.

The CFEE Water Conference convenes state policymakers with farm owners and environmental advocates, labor and industry leaders, and water managers to focus on how to smartly grapple with California's unending water scarcity challenge.

Previous Water Conferences have facilitated legislation related to indirect and direct potable reuse, water markets, groundwater recharge, system consolidation and multi-benefit projects.

TRANSPORTATION:

California is a transportation powerhouse - home to 26 million automobiles, more than 400,000 miles of roadways, thousands of miles of rail, and hundreds of air and sea ports.

The CFEE Transportation Conference convenes state policymakers with labor and environmental leaders, energy and engineering companies, and transit operators to have focused dialogue on how to maintain, improve and finance this robust transportation system while exploring pioneering efforts in zero emission vehicles, autonomous vehicles, and micro-mobility.

Previous Transportation Conferences have facilitated legislation related to resilient infrastructure, carbon fuel standards, air pollution, project financing and public-private partnerships.

TELECOMMUNICATIONS & TECHNOLOGY:

California is ground zero for the Digital Revolution that is powered by fast and reliable communications.

The CFEE Telecommunications and Technologies Conference brings together state legislators and regulators with consumer and community advocates, industry representatives and union leaders to discuss how to ensure the public broadly benefits as technological advancements and new networks are deployed.

Previous Telco/Tech Conferences have facilitated policy development related to network deployment in rural communities, data privacy, emergency communications and 5G introduction.

HOUSING:

California is in the midst of a housing crisis that imperils the well-being of the California economy, environment, and, most importantly, our communities.

The CFEE Housing Conference convenes state policymakers with developers and builders, labor and environmental leaders, and local government and community representatives to deliberate on the needed action to increase housing production, reduce homelessness, and drive down housing costs.

The inaugural 2019 Housing Conference featured focused discussion on legislation related to permit streamlining, fee reduction, accessory dwelling units, and affordable housing financing.

ENERGY:

As a global leader in the effort to combat climate change, California is at the forefront of crafting ambitious energy policies designed to reduce greenhouse gas emissions while ensuring affordability and reliability.

The CFEE Energy Summit convenes state policymakers with senior labor, environmental, industry, and local government leaders to address the technical, commercial, and political challenges inherent to pursuing a net zero carbon future.

Previous Energy Summits have facilitated policy related to cap and trade, renewable energy procurement and integration, carbon fuel standards, and energy efficiency. Specific legislative outcomes include AB32 (Nunez and Pavley), and AB398 (Garcia), and AB1054 (Dodd), among others.

RECYCLING & THE CIRCULAR ECONOMY:

In partnership with the California Product Stewardship Council and the National Stewardship Action Council, CFEE has developed "California's Recycling Challenge," a program that consists of policy research tours and virtual conversations to explore best practices in materials management and recycling. By visiting cutting edge facilities and studying innovative policies, program participants -- which include key state policymakers and CFEE Board members -- consider how California can move to augment its policies and infrastructure for managing the waste streams for 40 million Californians.

With countries like China, Indonesia, and others closing their recyclables import markets, California can no longer rely on disposing of its waste streams out-of-state and out-of-mind. More than ever, California is challenged and committed to reduce waste at the source and recycle in-state. By establishing new rules and infrastructure to enable a statewide system requiring producers to do their fair share in cleanly and efficiently processing their products, California is poised to lead the nation. "California's Recycling Challenge" puts participants in direct contact with leaders from other states and countries to share lessons learned and explore how California can embrace the circular economy.

CFEE BOARD OF DIRECTORS

OFFICERS

ROBERT BALGENORTH, Chairman
JAY ZIEGLER, Vice-Chairman
CATHERINE REHEIS-BOYD, Vice-Chairman
JAY HANSEN, President & CEO
CURT AUGUSTINE, Secretary
LAURA LEWIS, Treasurer

DIRECTORS

- Aera Energy LLC: SARA O'NEILL BOUTON, Vice President, Government and Regulatory Affairs
- Alliance for Automotive Innovation: CURT AUGUSTINE, Director of Policy & Govt. Affairs
- Amazon: ANTHONY WILLIAMS, Director, California Public Policy
- American Clean Power - California: ALEX JACKSON, Executive Director
- American Forest & Paper Association: TERRY WEBBER, Executive Director, Packaging
- AT&T California: MARC BLAKEMAN, President
- Bay Area Council: JIM WUNDERMAN, President & CEO
- Berry Corporation: A.T. (TREM) SMITH, Chief Executive Officer
- Boilermakers Union: J. THOMAS BACA, International VP of Western States
- bp America: MICHELLE ORROCK, West Coast Government Affairs
- California Alliance for Jobs: MICHAEL QUIGLEY, Executive Director
- California American Water: KEVIN TILDEN, President, California & Hawaii
- California Association of Realtors: LAIZA NEGRETE, Vice President of Political Affairs
- California Cable & Telecommunications Association: JANUS NORMAN, President
- California Community Choice Association: BETH VAUGHAN, Executive Director
- California Conference of Carpenters: DANIEL M. CURTIN, Director
- California Construction Industry Labor Management Trust: ROBERT L. BALGENORTH, Chairman
- California Council for Environmental and Economic Balance: TIM CARMICHAEL, President & CEO
- California Forest Carbon Coalition: TONY BRUNELLO, Executive Director

- California Independent System Operator: ELLIOT MAINZER, President & Chief Executive Officer
- California Medical Association: DUSTIN CORCORAN, CEO
- Calif.-Nev. Conf. of Operating Engineers: TIMOTHY T. CREMINS, Director of Education & Research
- California Plumbing & Mechanical Contractors Association: CHARLES MARTIN, Executive Director
- California Product Stewardship Council: DOUG KOBOLD, Executive Director
- California State Council of Laborers: JOSEPH CRUZ, Executive Director
- California State Pipe Trades Council: MIKE HARTLEY, Executive Director
- California Water Service Group: MARTIN KROPELNICKI, President & CEO
- Calpine Corporation: KASSANDRA F. GOUGH, Vice-President, Government & Regulatory Affairs
- California YIMBY: BRIAN HANLON, President & CEO
- CFEE: JAY HANSEN, President & CEO
- Chevron Corporation: ERMELINDA RUIZ MORETTI, California Representative, Policy, Government & Public
- Clean Power Alliance: TED BARDACKE, Chief Executive Officer
- Comcast: WALTER HUGHES, State Director, Government Affairs
- Constellation (an Exelon company): MARY LYNCH, Director, Wholesale Market Development
- District Council of Iron Workers: ROBBIE HUNTER
- East Bay Community Energy: NICK CHASET, Chief Executive Officer
- EDP Renewables: SCOTT FARRIS, Senior Regulatory & Government Affairs Manager
- Edison International & Southern California Edison Company: CAROLINE CHOI, Senior VP of Corporate Affairs
- Environmental Defense Fund: MICHAEL COLVIN, Director California Energy Program
- Frontier Communications: CHARLIE BORN, Director, Government & External Affairs
- Golden State Water Company: PAUL ROWLEY, Vice President of Water Operations
- Google: ESTEE CHENG, Senior Director, gTech Sustainability
- GridLiance West Transmission: ALONA SIAS, President
- Independent Energy Producers Association: JAN SMUTNY-JONES, Chief Executive Officer
- IBEW, Local Union 11: ANTONIO SANCHEZ, Political Director

- IBEW, Local Union 47: COLIN LAVIN, Business Manager/Financial Secretary
- IBEW, Local Union 1245: BOB DEAN, Business Manager
- IBEW/NECA/LMCC: DAVID GOMEZ, Executive Director
- Kaiser Permanente: TERESA STARK, Vice President, Government Relations
- Lancaster Choice Energy: JASON CAUDLE, City Manager
- League of California Cities: CAROLYN COLEMAN, Executive Director
- Los Angeles County Department of Public Works: MARK PESTRELLA, Director
- Los Angeles Department of Water & Power: MARTIN ADAMS, General Manager
- Marathon Petroleum: STEVE KONIG, Senior Director, Government and Public Affairs
- MCE Clean Energy: DAWN WEISZ, Chief Executive Officer
- Metropolitan Water District of Southern California: ADEL HAGEKHALIL, General Manager
- Mt. Diablo Resource Recovery: KISH RAJAN, Chief Administrative Officer
- National Stewardship Action Council: HEIDI SANBORN, Executive Director
- Natural Resources Defense Council: VICTORIA ROME, Director of CA Government Affairs
- The Nature Conservancy: JAY ZIEGLER, Director of External Affairs Policy
- NextEra Energy Resources: KERRY HATTEVIK, Vice President, Policy Development
- Nossaman LLP: LORI ANNE DOLQUEIST, Partner
- NRG Energy: REBECCA LEE, Senior Manager of Government Affairs
- Pacific Gas & Electric Corporation: CHRIS PATTERSON, Vice President, State Government Affairs
- Palmdale Water District: VINCENT DINO, President, Board of Directors
- Pattern Energy Group: DANIELLE OSBORN MILLS, Sr. Manager, Political and Regulatory Affairs West
- Pechanga Band of Indians: MARK MACARRO, Tribal Chief
- Port of Long Beach: MARIO CORDERO, Executive Director
- Recology: TBD
- Republic Recycling: CHUCK HELGET, Director, Government Affairs
- rPlanet Earth: ROBERT DAVIDUK, CEO
- Rural County Representatives of California: MARY-ANN WARMERDAM, Senior Vice President Governmental Affairs
- Sacramento Municipal Utility District: LAURA LEWIS, Chief Legal Officer & General Counsel
- San Diego Gas & Electric and SoCalGas: DANIEL SKOPEC, SVP, State Government Affairs & Chief Regulatory Officer

- San Francisco Public Utilities Commission: BARBARA HALE, Assistant GM, Power Enterprise
- San Jose Clean Energy: LORI MITCHELL, Director
- S.M.A.R.T. California Sheet Metal Workers', Local Union No. 104: ROB STOKER, Political & Public Relations Director
- Schnitzer Steel: ERIC POTASHNER, Vice President, Chief Public Affairs and Communications Officer
- Sonoma County Water Agency: GRANT DAVIS, General Manager
- Southern California Contractors Association: PAUL VON BERG, VP of Consulting Services
- Southern California Pipe Trades, District Council No. 16: RODNEY COBOS, Business Manager
- SPUR: NICK JOSEFOWITZ, Chief Policy Officer
- State Building & Construction Trades Council of California: ANDREW MEREDITH, President
- State Water Contractors: JENNIFER PIERRE, General Manager
- Turlock Irrigation District: MICHELLE REIMERS, General Manager
- Union of Concerned Scientists: JULIET CHRISTIAN-SMITH, Western States Regional Director
- University of California, Davis Health: DAVID LUBARSKY, M.D., Vice Chancellor, Human Health Sciences & CEO
- Verizon Communications: HEIDI BARSUGLIA, Vice President, Public Policy and Legal Affairs
- Waste Management: ALEX OSEGUERA, Director of Government Affairs, California & Hawaii
- Western States Petroleum Association: CATHERINE REHEIS-BOYD, President & CEO
- Westlands Water District: TOM BIRMINGHAM, General Manager
- Yuba Water Agency: WILLIE WHITTLESEY, General Manager

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: November 8, 2022 **November 14, 2022**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Dennis J. Hoffmeyer, Finance Manager/CFO
VIA: Mr. Dennis LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.5 – CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH PAYCOR FOR A HUMAN RESOURCES/PAYROLL SYSTEM. (\$32,000.00 NOT-TO-EXCEED – BUDGETED 2023 – FINANCE MANAGER HOFFMEYER/ FINANCE COMMITTEE)*

Recommendation:

Staff recommends the Board of Directors approve entering into a contract with Paycor, an HR/Payroll service provider, in a not-to-exceed amount of \$32,000.00 annually.

Background:

Currently, payroll is processed by in-house staff. While this does not require any additional expense, it does utilize staff time for handling payroll from start to finish along with filing quarterly and annual taxes and processing CalPERS and other deductions. While outsourcing will not eliminate staff involvement in payroll-related duties, the anticipated savings will be approximately 6 hours a month for current personnel related to tax filings and reporting.

The human resources side will have the biggest gain as it relates to information tracking, the performance appraisal process, and job recruitment. Currently, we utilize Bamboo HR for the performance appraisal process, and this software lacks cohesiveness in the review process. On recruitment, staff utilizes the OpenGov product, and over the years, this has become less friendly.

In reviewing systems for human resources, the best approach is to outsource payroll processing as part of the package. This will give us a unified HR/payroll process with finance retaining oversight and administration of the payroll process. While HR software can be independently purchased, the software is not as robust in function and would require manual importing of payroll information if not packaged.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 4.0 – Financial Health and Stability.

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

BOARD OF DIRECTORS
PALMDALE WATER DISTRICT

VIA: Mr. Dennis LaMoreaux, General Manager

-2-

November 8, 2022

Budget:

There is no additional financial impact on the budget for 2022. This will require adding a new operating expense account to track the associated charges starting in 2023. The majority of funds will come from the consolidation of other standalone expenses related to Bamboo HR and OpenGov. The payroll software expense is unknown currently since it is part of the District's financial software.

Supporting Documents:

- Paycor proposal

Partnership & Solution Overview

PALMDALE WATER DISTRICT

prepared by: Matthew Halleck | HCM Sales Consultant | mhalleck@paycor.com | 760.275.8743



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

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Executive Summary

Angelica, Dennis and the PWD Team,

Thank you for including Paycor in Palmdale Water District's HCM evaluation process. We appreciated your transparency, participation, information and – most importantly – your time. The time spent with our team will prove to be valuable. We aim to have a unique customer experience. The information gathered as our groups partnered together – to shape the optimal Leader & Employee experience that will guide your HCM transition – is documented, validated and will be transitioned to our implementation leaders.

In comparison to the vendors in this evaluation, Paycor sets itself apart in terms of **scalability and growth**. Key differentiation items to consider as part of your review:

- Performance Management is expansive & highly configurable. Including elements like **coaching, One-on-One scheduling, 360 feedback and cascading goals** – naturally encouraging regular utilization by Managers.
- **Service & Implementation experience designed for service organizations** and customers like you. A dedicated group of specialists with an average speed to answer of about 1 minute, flexible contact options and visibility into your case management.
- **Project tracking & labor allocation** performed at the time sheet level, allowing for coding of labor to specific grants or pay types, and expanded reporting post-run for financial analysis.
- **Automation via configurable workflow**, with electronic signature – date & time stamps for audit purposes. Maintain full history for your employee population and perform updates to their records via client-specific approval workflow & effective dating.p
- **Deep benchmarking capabilities**, DE&I comparison and organizational metrics
- **Payroll in real-time**, with pay grid entry autonomy, imports and reporting – **without Batch Processing**

Paycor's tools are designed for Leaders. It is this design methodology that makes our tools so easy to use. Front-line leaders are the ones that drive user adoption. Their involvement, coupled with our change management resources, will allow your teams to **utilize the tools day 1**. We expect this to be a popular transition for you and your teams, tackling your key decision criteria.

We look forward to sharing our mutual success story.



Matthew Halleck
HCM Sales Consultant

We are *inspired* by our customers

Every day, we work with **HR and finance leaders who are making a difference**. They're recruiting talent and building teams. They're designing competitive benefits. They're tracking compliance in a rapidly changing environment. They're building companies that are great places to work.

If you're a business leader, everyone depends on you. Who do you depend on? **Paycor**.

Paycor offers the best HCM platform for organizations to deploy and scale. Our team of recruiting, HR, tax, payroll, and compliance experts is dedicated to customer satisfaction and success. From personalized support to industry-leading thought leadership, we provide leaders with the tools you need to make a difference.

You need a partner who can help you and your organization get to the next level.

HR Software Built for *Leaders*

HR Leaders have never been more important – or had less time.

The buck stops with HR when it comes to finding the right people, developing them and creating great places to work. Now, factor in all the expanded responsibilities that come with keeping employees safe in the workplace and keeping them motivated and engaged in remote settings.

But here's the problem: Increased responsibility doesn't equal less administrative work. It takes a lot of time to create schedules, track employee hours and calculate payroll using spreadsheets. And it's that tedious admin work that is holding HR leaders back from big-picture responsibilities, like compensation strategy, succession planning and continuous development. In fact, Paycor research found that HR leaders are constantly bogged down with details and have little chance to focus on more strategic initiatives.

So, what's the solution?

The most modern, successful organizations think of **HR as a differentiator**.

Finding ways to reduce time spent on transactional and operational HR tasks gives the best performing HR teams a competitive advantage. It means extra time each day HR leaders can spend thinking about the big picture—how to amplify employee engagement, what benefits look like for multi-generational workforces and remote teams and, most importantly of all, how to keep employees, and their communities, safe.

This requires streamlining manual processes and eliminating those time-consuming tedious tasks with the right technology.

Let Paycor help your team *redefine what's possible!*

70% of HR's time is spent on inefficient, administrative tasks like maintaining spreadsheets and rekeying data multiple times.

Source: Paycor

A Single Solution Designed to *Make a Difference*

Paycor creates a single Human Capital Management (HCM) experience for leaders who want to make a difference. Our HCM platform modernizes every aspect of people management, from recruiting, onboarding and paying associates, to developing and retaining them. But what really sets us apart is our focus on business leaders. For over 30 years, we've been listening to and partnering with leaders, so we know what they need:

- HR technology that *saves* time
- Powerful analytics that provide *actionable* insights
- *Personalized support* & industry specific activation experience

That's why more than *40,000 customers like you* trust Paycor to help them solve problems and achieve their goals.



- ✓ Imagine HR without the administrative work.
- ✓ Design the optimal experience for your people that encourages utilization and is an engagement driver.
- ✓ Understand your business at a deeper level.
- ✓ Mitigate compliance risk



The highest performing HR teams only spend 40% of their time on administrative tasks.

Source: McKinsey

Guide: Implementation & Activation Excellence

Implementing HR software is one of the most important decisions your clients can make, yet 70% fail because they aren't tailored to their business. Many HCM providers just import your clients' employee data into the new system without communicating important information or asking key questions during the transition. They also fail to provide the training businesses need to fully understand and leverage new products.

Paycor is *Different*:

Paycor partners with customers to build tools that Leaders and employees will actually utilize. We construct your HCM experience to specially achieve your business objectives. With a dedicated project team – and endless possibilities – customers gain efficiencies, increase engagement & go-live with more functionality.

Our Implementation *Promise*:

- Implementation specialists focused on quality, training and adoption to create confident users
- You will partner with a **project lead and a team of specialists** responsible for constructing your application, monitoring your implementation experience and project timelines.
- We invest in your success by offering training content targeted to your product suite and providing access to change management support materials.
- **We provide extended implementation for up to 6 months** and use a readiness assessment specific to your clients' business before transitioning them to their support team.

Key *Benefits*:

SUBJECT MATTER EXPERTS

A project team takes the time to understand your clients' business and recommends how they can become more efficient using our solutions.

DATA EXPERTISE

We partner with your clients to simplify the data extraction process.

CHANGE MANAGEMENT TOOLKIT & SUPPORT

We provide guided change management plans and guidance to help your clients prepare their employees for the transition to Paycor.

POST GO-LIVE TRAINING

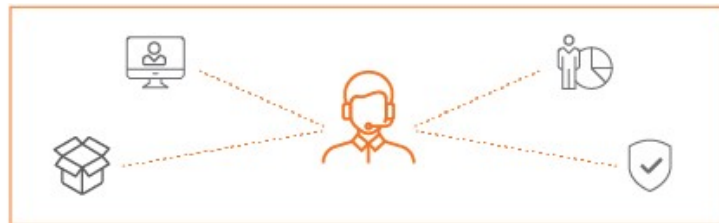
We help identify additional training options to support your clients based on their level of confidence in the system and ability to perform key tasks.



Our *Customer Advantage*: Success, Training & Incentives

Personalized Support Model, Customer Resources & Your Paycor Community

Whether it's a quick fix or a complex request, we deliver responsive, personalized support by matching Customers with exactly the right person or resource. Your team of specialists are available right when you need them, with flexible contact options through phone, email or online chat. With our exclusive online case management system, you are always aware of where we are at in your process. Customer satisfaction is paramount to our customer experience and we accomplish this by getting you to the specific expert who can resolve your item quickly.



OUR TEAM OF SPECIALISTS ARE INVESTED IN YOU FROM BEGINNING TO END.



An exclusive community for Paycor customers, **The CORner** is a place for you to network with other HR leaders, share best practices and be the first to learn about exciting things happening at Paycor.

The CORner is full of fellow Paycor users that we count on to help us make a difference by sharing their expertise and suggesting ideas to help us develop new product offerings. We also offer exclusive customer resources, discussion groups, product information and networking opportunities to help support you.



When you join The CORner, here are just a few of the VIP benefits:

- Connect and share best practices with other Paycor power users
- Give us feedback on future product updates
- Receive exclusive content and our top educational resources
- Engage with fun activities and earn points to redeem for Paycor swag and other prizes

“ The activities encourage people to engage and be a part of the [CORner] community. People share their ideas. It's a really good experience. ”

—Tiffany K.
Organizational Development Manager,
Plastics Manufacturer

User Groups

There's nothing more valuable to us than your feedback because we're always looking for ways to deliver a user experience that goes beyond expectations. One of the best ways to achieve this is through our user groups.

Whether it's a scheduled event at a local hotspot or a virtual meetup, Paycor-hosted user groups provide our customers a chance to get together with fellow Paycor users in their immediate area or industry. It's a chance for customers to connect, network and learn more about their particular Paycor solutions and updates. We want to hear what's on your mind—your concerns and your questions—so we can talk about how Paycor can help you solve those challenges.

Paycor Training Hub

We know the thought of learning a new HCM platform is daunting, but we're there for you every step of the way. Our user-friendly training portal allows customers to **register for classes and browse learning content at your convenience.**

Paycor's Learning Department has a team of trainers and classes for you based on the solutions you've purchased. **Tailored sessions are available for everyone** from the person processing payroll to the HR manager reviewing benefits and the supervisor approving timecard info.

We offer training for each role in a variety of ways such as virtual classrooms and recorded webinars. And the flexibility of Paycor's e-learning allows you to start, pause and resume courses at a pace that best fits your schedule.

“ The implementation was great. The team didn't shove us off when we had questions. Paycor also included our everyday working team on the calls—and that makes a big difference. You know us, you know our company, you know what's going on. ”

— *Dona M.*

Director of Operations, Medical Practice



What type of training/classes does Paycor offer?

- Company organization and general ledger
- Paying employees
- Managing employee information
- Labor costing
- Supervisor/Manager training
- Configuring your taxes
- Basic or Advanced Reporting & Analytics
- ...and many more!

Paycor Listens & Product Updates

More than two-thirds of Paycor's product enhancements are suggested by the people who use our products every day. We're constantly releasing updates to our HCM platform, based on listening to and acting on feedback from more than two million users.

As a trusted customer, we want to hear from you. Paycor Listens gives you an easy, streamlined method to provide feedback and respond to surveys designed to improve Paycor products and the overall customer experience.

And to keep you informed, those improvements are featured in our monthly Product Update blog, which details all the latest updates and new releases. We want to make sure you have the information and tools you need to stay compliant and make your work process more efficient.

Onboarding



Make a lasting **First Impression**. Recruiting and hiring is a hot topic these days, but it's only half the battle. What's the point of attracting talented people if they don't stick around? New employees who receive an excellent onboarding orientation are 69% more likely to remain at a company for up to three years (SHRM). **Engage new hires right away and dramatically reduce paperwork with Paycor's Onboarding solution.**



Increased Employee Engagement

Engage employees before their first day with company information, handbooks, and other policies.



Easy Compliance

Federal and state compliance forms like I-9s and W-4s are completed and reviewed electronically to ensure the highest level of compliance.



Reduce Manual Paperwork

Forget spending time printing and chasing down employee paperwork; employees complete their information and keep track of important new hire documents in one online solution.



A Unified Experience

Ensure your processes feel seamless and integrated with your other HR systems to avoid redundant and tedious administrative work.



Identify Hiring Tax Credits

Find credits that can dramatically impact your federal tax liability.



Increase Efficiency

With Bulk New Hire actions, HR leaders can onboard large groups of employees at once including sending automatic new hire invites.

ONBOARDING

WELCOME,
Kerry Smith

[ESPAÑOL](#) [SIGN OFF](#)

Welcome	✓
Personal	✓
Contact	✓
Tax Credit Screening	
I-9 Verification	
Direct Deposit	✓
Tax Setup	✓
Additional Information	
Documents	

Tell Us About Yourself

Please let us know a little bit about you.

Prefix/Title

Miss ▼

First Name*

Kerry

Legal First Name 🗨️

If different than First Name

Middle Name

Last Name*

Smith

Recruiting



Created by recruiters, for employers. Paycor Recruiting is a smart, safe and powerful recruiting platform designed by professionals who understand every aspect of the hiring process. Optimized workflows offer a seamless experience so you can attract and engage quality candidates.



Robust Dashboard

Instantly view your open jobs, candidate pipeline and approvals to promote transparency and accountability.



Candidate Texting

Strengthen your talent pipeline—communicate with prospects instantly, reconnect with candidates, send follow-up info and timely reminders.



Insightful Analytics

Gain valuable insights into your hiring process and track important metrics like time-to-hire and lead sources.



Integrations

Paycor Recruiting's vast network of integration partners offer background checks, pre-hire assessments, seamless job postings to 20,000+ online job boards and more.



Find Great Candidates

Automatically post open positions to popular job boards like Indeed, LinkedIn, Glassdoor, ZipRecruiter, Monster, Facebook, Talent.com, Adzuna, and more with one click.



Interview Scorecards

Save post-interview feedback automatically through easy-to-use scoring.



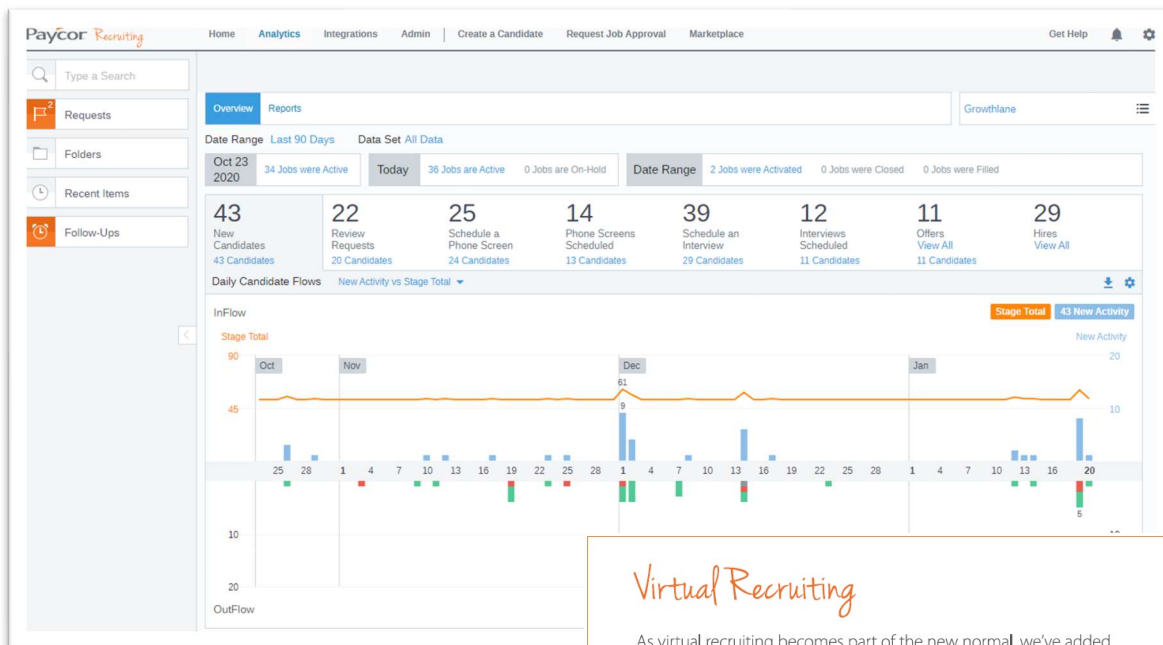
Employee Referral

Reward your employees for referrals with a fast, mobile, easy-to-use tool for sharing job openings on their personal networks.



Automate Offer Letters & Manage Responses

Make it easy for candidates to respond and improve your offer acceptance rates.



With Paycor Recruiting, you can increase productivity and streamline your organization's recruiting process.

Virtual Recruiting

As virtual recruiting becomes part of the new normal, we've added two enhancements to Paycor Recruiting to streamline the process.



VIDEO INTERVIEWING INTEGRATION WITH SPARK HIRE

Create a seamless user experience for candidates by allowing them to respond to your interview questions over video. This new feature can save your team time by narrowing the pool of candidates to advance to the next stage in the process.



ZOOM MEETINGS INTEGRATION

Include links to Zoom meetings when scheduling virtual interviews or screenings with your candidates.

Human Resources



Get Out of the Weeds and Focus on the **Most Important Things**. We've conducted hundreds of user groups and interviews with HR leaders, scoured third-party research and analyzed our own data to discover: HR teams spend nearly 70% of their time on inefficient (sometimes paper-based) administrative tasks. To make a difference in your organization, you need to streamline and become more efficient with automated workflows. Don't spend time re-keying employee data multiple times—get time back in your day to focus on what matters most, your people.



Employee Recordkeeping

Manage all employee tasks and information in one solution.



Unlimited, Automated Workflows

Simplify the way you manage everyday requests and updates through our unlimited workflows, which allow you to automate almost any task.



Paperless Document Management

Streamline the entire document management process by allowing HR leaders to easily create, assign, share, and store digital forms and documents all in one place. HR leaders will also have the ability to create notifications, require e-signatures, and even schedule the delivery.



Engaging Employee Self-Service

From signing documents to completing performance reviews, to updating personal and professional goals, the power is in the hands of your employees.



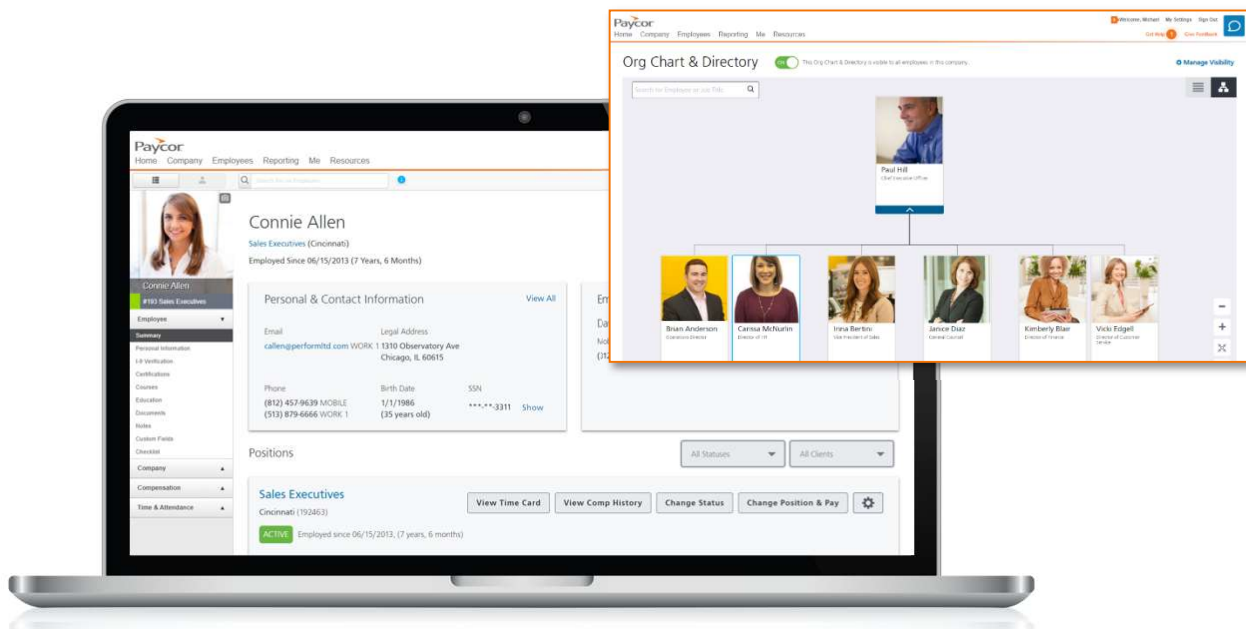
Modern Performance Management

Create and maintain employee reviews with customizable online forms, weighted scoring and side-by-side feedback.



Analytics

Get high-impact, easy-to-consume, real-time insights about your workforce and transform complex data into trends, predictions and powerful benchmarking to pinpoint problems and take action.



Performance & Talent Development



Create a Culture of **Continuous Development**. When done right, performance reviews are critical to improving productivity and engagement across an organization. Yet, traditional performance management no longer offers the resources and support employees need. Infrequent conversations riddled with biases and information gaps aren't inspiring employees to improve. Companies must shift to continuous development and coaching conversations that increase engagement and inspire employees.



Ongoing Conversations

Streamline conversations between managers and direct reports with a 1:1 tool that offers customizable, preloaded templates.



Progress Tracking

Automated workflows, prompts, tasks, and notifications remove the manual burden on admins, managers, and employees to keep everyone on track.



Performance Reviews

Gather feedback and goals from 1-on-1s to conduct time-efficient reviews based on historical performance data to reduce bias.



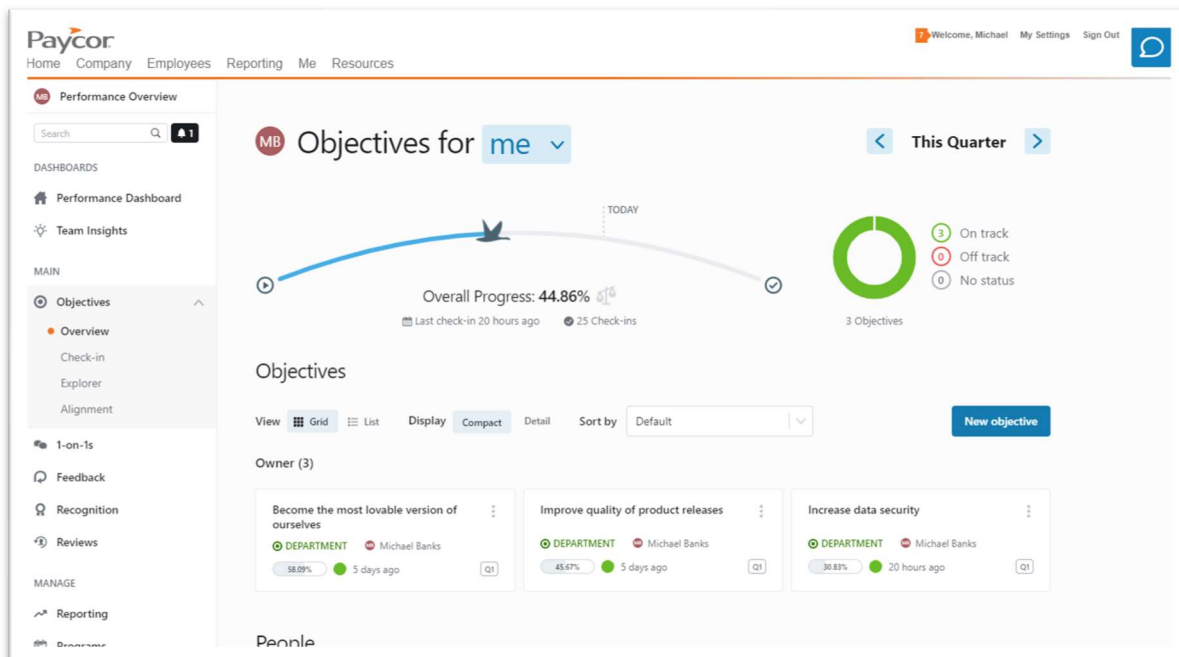
Employee Ratings

Use a 9-box grid to visualize individual employee performance and develop coaching strategies so they can better achieve their potential.



Align Goals

Work toward the same goals with transparent Objectives + Key Results (OKRs) and eliminate wasted hours spent on unproductive work.



Career Management



Give Employees the **Career Development They Crave**. Paycor Career Management provides a clear path to help employees better understand how to advance to the next level. With this tool, organizations can create career strategies, define responsibilities, set expectations, facilitate internal movement, and identify talent risks. By supporting future advancement, leaders can develop a team-oriented organization that helps future-proof their workforce and drives business success.



Role & Growth Profiles

Leverage role responsibility profiles to ensure employees are meeting expectations and understand where they can improve.



Talent Attributes

Compile employee insights to make proactive decisions and track the career progression of your workforce.



Determine Competencies

Add expected assessments to indicate where an employee stands relative to their existing role or future roles.



Role-based Reviews

Responsibilities can be assessed directly in a review, making for one simple workflow during the review cycle.



Job Assessments

Evaluate responsibilities in an assigned role to make sure there is alignment in expectations.

The screenshot shows the Paycor Career Management interface for Phil Harvey, an Operations Manager. The interface includes a navigation menu on the left with sections like DASHBOARDS, MAIN, and MANAGE. The main content area is titled 'Profile' and 'Role and growth'. It displays the user's name and title, and a section for 'Current role' and 'Future roles'. Under 'Current role', it shows 'Operations Manager' and '3 Competencies'. One competency, 'Accountability', is highlighted with a star and includes a description, expected level, and assessment options. A 'Growth opportunities' section shows zero opportunities and an 'Add new' button.

Pulse



Build Trust Based on Employee Sentiment. Paycor Pulse empowers leaders to go beyond the average employee engagement survey and gauge what employees are thinking and feeling, so you always have “your finger on the pulse” of your organization. With sentiment analysis and Natural Language Processing, you can gather and convert employee feedback into real insights, so you can get ahead of potential problems like turnover and low morale.



Enhance the Employee Experience

Paycor Pulse lets managers regularly gauge what employees are feeling at any given moment. It's the best way to gather current signals from your workforce.



Survey Tools & Technology

Natural Language Processing (NLP) uncovers valuable insights including variances and concerning outliers that can turn raw data into action planning and more informed decisions.



Drive Business Performance

Access the data and analysis you need to build and maintain a high-trust culture that directly impacts performance.



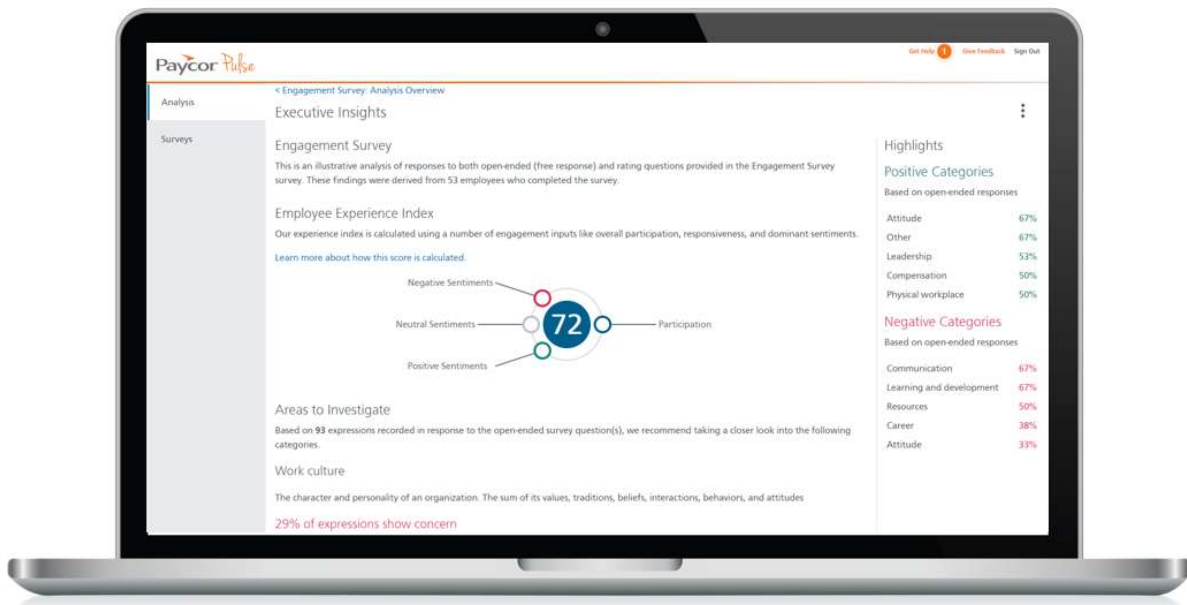
Empower Your People

Investing in employee pulse strengthens the feedback loop between leaders and associates. When employees trust decisions are grounded in reality and with their feedback in mind, they feel valued and heard.



Offer Benefits That Really Matter

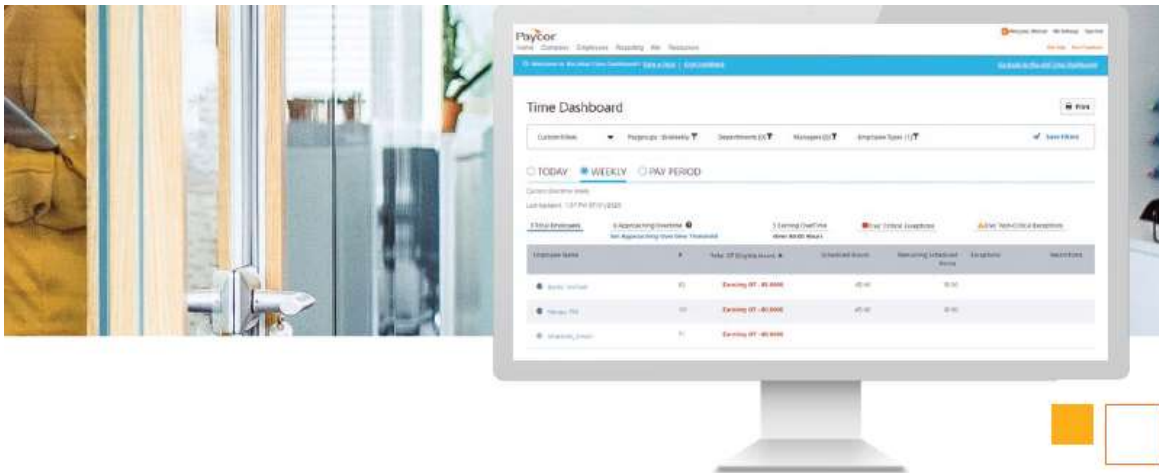
Collect employee sentiment and signals on various benefit options so you know what offerings are most impactful.



Time & Attendance



Make Better Decisions on Labor Costs. Forty-one percent of CEOs say labor costs is the most important metric organizations should measure. The first step to monitoring, measuring, and eventually predicting labor cost trends is to fully and accurately automate your time-keeping systems. Paycor's Time solution allows you to collect, monitor, and stay in control to make better decisions about labor costs through automated and accurate time-keeping processes.



Unified System of Record
Eliminate costly errors by offering one single source of truth across Time, Payroll, and HR. Records every hour worked to maintain compliance.



Best-in-Class Scheduling
Streamline managing and communicating schedules. Monitor budgets, communicate with group chat, and receive text alerts on changes.



Employee Self-Service and Mobile Punching
Allow employees to manage their time and schedules efficiently and easily by mobile, web, kiosk, or clock.



Time Dashboard and Overtime Insights
Easily view and manage all time off and vacation requests in one place. Break down your overtime spend by department, manager, location, and more. Predict your expected labor spend for the rest of the year.



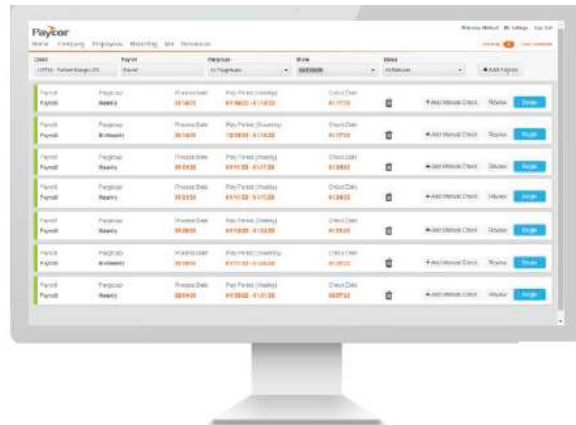
Attendance Management
Easily identify potential timecard issues and make changes in one place. Proactive alerts and messages instantly notify users and admins of any errors or discrepancies.



Insightful Tracking and Reporting
Powerful data enables administrators to visualize where they can gain time and labor distribution efficiencies and cost savings.

Payroll

\$ Payroll Made **Easy**. Payroll can be a time-consuming, administrative task for your HR team. Our solution is an easy-to-use yet powerful tool that gives time back to your team. Quickly and easily pay employees from wherever you are and never worry about tax compliance again.



Payroll Perfection

Intuitive and easy-to-use software makes inaccuracies easy to catch and the entire process as effortless as possible. AutoRun lets you automatically process payroll on a specific day and time without having to log in.



Engaging Employee Self-Service

Reduce administrative processes and employee questions about paystubs, pay history, and tax forms by empowering employees through self-service access.



Smart, Optimized Processes

Intuitive workflows and processes make processing payroll easier than ever before.



Flexible Pay Options

Engage and retain your workforce with flexible pay options to meet their unique needs.



Stress-Free Tax Compliance

Tax experts who work in some of the most challenging geographies help ensure compliance at every turn.



Powerful Real-Time Reporting

Experience ultimate payroll accuracy with our pre-post reporting and exporting tools.



Analytics

Get high-impact, easy-to-consume, real-time insights about your workforce and transform complex data into trends, predictions, and powerful benchmarking to pinpoint problems and take action.

Wallet: On-Demand Pay

\$ Engage and retain your workforce with flexible pay options. Paycor’s OnDemand Pay was built for HR leaders in industries with low-wage hourly workers who are looking to decrease turnover by offering employees more flexible pay options. With OnDemand Pay, employees can access earned wages before their payday at zero cost when using their payactiv Visa paycard.

Retain Your People

Retaining workers is becoming increasingly difficult in a competitive environment. OnDemand Pay enables employees to control their own financial health, increasing your chances of retaining them.

Paycor Knows Industries

Restaurants, manufacturers, and long-term care facilities have specific requirements and often operate on thin margins. Instead of paying extra for technology that meets your unique needs, we’ve built OnDemand Pay directly into our payroll solution and is available for all customers.

Flexibility Matters

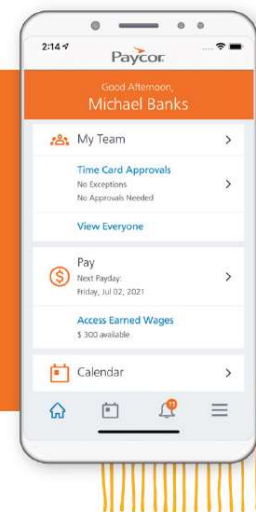
Due dates for rent and bills don’t always line up with payday. OnDemand Pay helps employees avoid late payments and make payments multiple ways.

Seamless Integration

Give your employees one location to access all pay information. Because OnDemand Pay is built into the Paycor Mobile app, employees can access funds from the same place they view paystubs and compensation history.

Top Features

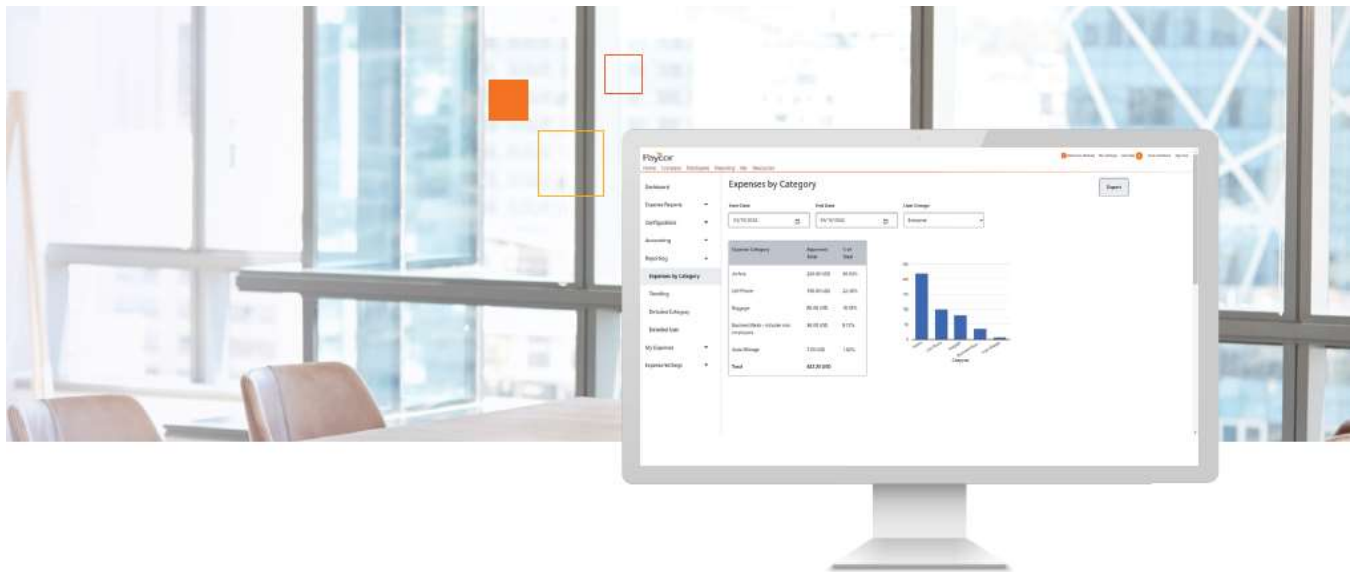
- Zero Cost to Employers
- No Fees to Employees When Using Paycards
- Financial Wellness Features
- Electronic Bill Pay



Expense Management



One Unified System for Expense Management. The average expense report takes 20 minutes to complete and costs a company nearly \$60 in resources. And this doesn't include the cost of errors that result from manual reporting or switching between multiple systems. Paycor's unified expense management solution provides leaders with one location to easily review, reimburse, and report on employee expenses.



Easy to Use

Employees submit expenses from the same web and mobile apps they use every day to view their paystubs and schedule.



Seamless

Reimbursements flow to Paycor Payroll, eliminating the need to switch between third-party providers.



Customizable Policies

Build expense policies into the system. Create rules for categories and select users. Employees get real-time alerts on policy violations so they can fix errors before submitting expenses.



Robust Reporting

Track expenses with easy-to-read reports. Create reports by category, department, and even project, so you can see where your money is going and make more informed decisions.



Submit Expenses Anywhere, Anytime


Capture and upload receipt images and submit expenses from your phone.



Sync Corporate Cards

Corporate credit card data flows automatically into Expense Management, eliminating manual work for employees while helping you manage the process.

Compensation Planning

 **Manage Compensation** in One System. Get out of the weeds of admin and recordkeeping, once and for all. When you automate compensation events in one system, it takes the complexity out of planning, so you can focus on building effective compensation programs to help drive recruiting and retention — eliminating workforce challenges like high turnover and missing out on top talent.



Eliminate Tedious Admin

With one single source of truth to manage all aspects of compensation like merit increases or bonus payments, you'll never have to rely on spreadsheets or enter data in multiple places again.



Stand Out from the Crowd

By focusing more on making your pay practices competitive, you'll significantly increase your chances of landing great candidates and motivating your top performers.



Intuitive Workflows & Notifications

Automated workflows, approver and event notifications and robust collaboration tools help you evaluate salaries, increases and bonuses to ensure they are competitive and equitable so you can attract and retain talent.



Get Strategic

Create multiple "what-if" scenarios for employees so you can see the impact and distribution across the team before committing to actual pay increases.



Mitigate Risk

When you pair Compensation Planning with our robust Analytics tool, you can monitor pay equity while analyzing compensation trends across your workforce.



Reward & Retain Your Top Performers

Compensation Planning and Analytics allow you to drill down into roles, departments or locations so you can have more productive conversations with your managers about pay increases and bonuses.

Operations - Compensation Plan

Filter by status

All

View Plan as Leader

Search...

Export CSV

Increase \$9,679.28 / \$19,535.30

8/17/2020

One-time Payment \$2,100.00 / \$3,907.06

7/1/2019 - 6/30/2020

Due Date: 7/31/2020

Reviewer - Anderson, Brian Not Submitted ^

Salary Increase Budget: \$2,860.00 used / \$2,860.00 available

Salary Increase Limits: Min: 0.00% | Target: 5.00% | Max: 7.00%

One-time Payment Budget: \$600.00 used / \$572.00 available

One-time Payment Limits: Min: \$0.00 | Max: \$2000.00

Name	Employee Number	Job Title	Review Rating	Current Salary ?	Increase %	Increase \$	New Salary ?	New Compa-ratio ?	One-time Payment \$	Actions
Bennett, Valera	52	Operations Manager	4.20000 / 5.00	\$57,200.00 <small>(\$2,200.00 / per pay)</small>	5.000000	\$2,860.00	\$60,060.00 <small>(\$2,310.00 / per pay)</small>	1.04	\$600.00	⚙️
Totals:				\$57,200.00	5.000000	\$2,860.00	\$60,060.00	Avg: 1.04	\$600.00	

Exit
Salary Change Notifications
Lock Plan

Analytics & Reporting



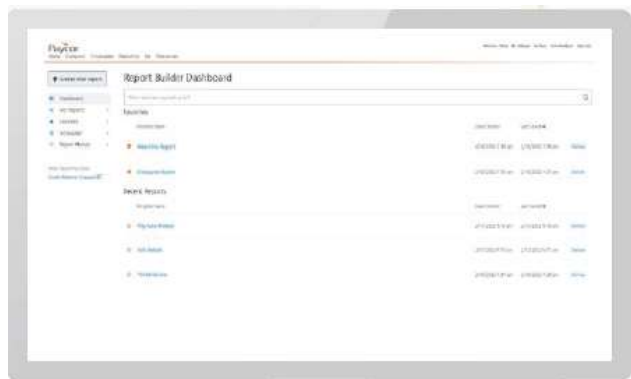
Analytics

Solve your **Most Important** Business Problems.

Eighty-two percent of mid-market organizations say data analytics is important to their growth, and 56% are currently mining their HR data to optimize business processes.

Why? Because data analytics is becoming a critical competitive advantage, not just a “nice to have.”

Paycor’s Analytics enables you to gain deeper insights into important data like turnover, headcount, and gender pay equity. You can also gain a holistic understanding of your organization by extracting and compiling key data points across your HR and payroll solutions. And if you’re an HR leader, Analytics arms you with the data you need to show the true value your department brings to the organization.



Reporting

Gain More Visibility into Your Data. Business strategy thrives on data, but only if the data is easy to access. Report Builder enables you to quickly summarize data, report across calendar years and use your own formulas, all in an effort to make reportable data easily accessible in one place.



Answer Your Most Pressing Questions

Who is at risk for resigning? Who should be considered for a promotion? With visualization tools, we help you answer the right questions about your workforce by transforming complex data into clear, direct answers.



Plan for the Future

From analyzing headcount to monitoring turnover and even predicting resignations, gain a deeper understanding of what's driving changes across your business. Armed with this data, leaders can get ahead of trends before they become problems.



Reporting Made Easy

Pull fields from Payroll, HR, and Time solutions to build your complete report once and only once.



Get True Insights into Your People Processes

Reporting makes it easy to capture and report on employee information, including total labor costs, 401(k) enrollment, employee birthdays, and more.



Ensure Data Integrity

Our data visualization tools display the calculation and methodology behind the output in clear, easy-to-understand language so you can speak with confidence, eliminate potential errors, and improve leadership trust in you and your team.



Get Deep Insights into Your Company

Analyze the makeup of your staff by age, gender, and ethnicity and then slice and dice that data in a variety of ways (e.g., filter by department, job family, job type, location). You can also benchmark the diversity of your company against more than thousands of other Paycor customers, as well as government data.



Save Time with Intuitive Scheduling

With an innovative design and powerful, time-saving features, reporting is quicker and easier than ever before. And configurable reporting helps you schedule your most important reports to be sent to you and others in your organization at any frequency.



Pre-built Templates at Your Fingertips

Stop wasting time building multiple reports. We offer a catalog of pre-built templates you can modify to meet specific requirements.

Mobile



Go Further with **Mobile Technology**. Connect to your employees via the devices they use the most. Give them the tools they need to take care of important tasks themselves. This freedom from the same day-in/day-out requests enables HR departments to focus on more strategic opportunities.



A Single Location for Important Information

Provide your most important payroll, time and benefits information all in one place, enabling employees to access their important information anytime, anywhere.



Stop Answering the Same Questions Over and Over Again

Common HR requests, such as questions about benefits information or requests for recent pay stubs, are all available to employees within Paycor Mobile at the tap of a screen.



Recognize Employees

Focus on employee engagement and wellbeing with Shoutouts. Shoutouts allow employees and managers to quickly and easily recognize their peers or subordinates directly from the app.



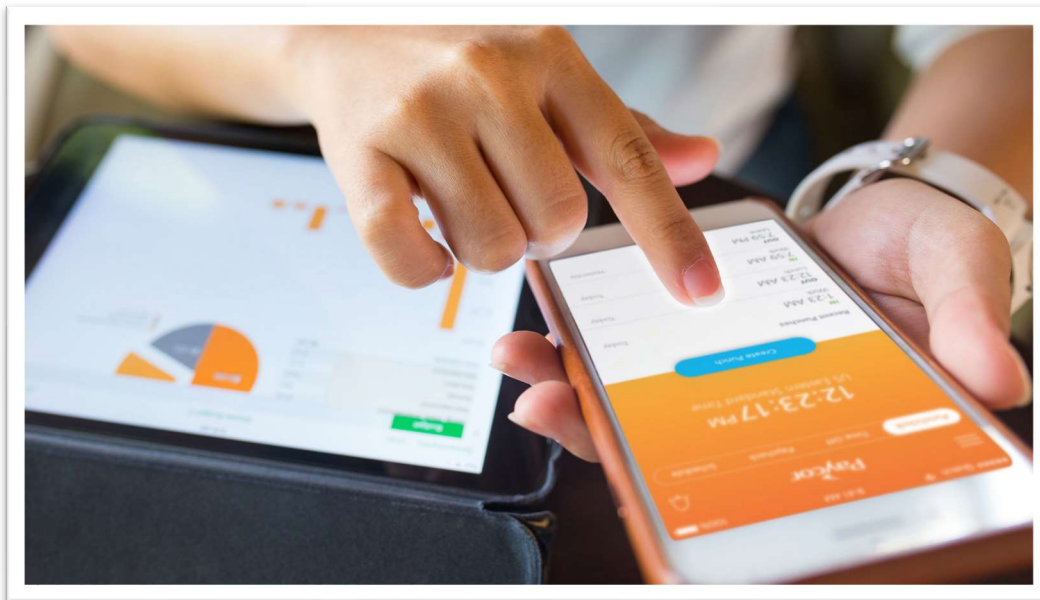
Empowerment for Employees

Employees can complete a number of tasks such as punching in and out, reviewing schedules, requesting time off, and selecting benefits.



Reach Employees Anytime, Anywhere

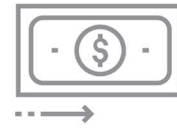
Approve requests, send company-wide communications, and post updates at any hour. Have breaking news or an emergency message? Administrators can push information to employees using the Paycor Mobile.



Investment Summary

Proposal Summary

Pricing presented below includes unlimited processing, full-system access, interfacing with BSwift for Benefits, customer exclusive incentives & pricing. Proposal reflects September pricing incentive for customers in addition to 38%+ discount to the proposal overall.



One Time Fees		Annualized Fees		First Year Investment	
Setup Fees	\$4,195.00	Service Fees	\$20,135.21	One Time Fees	\$1,192.00*
Activation Incentive	(\$3,003.00)*	Year End Fees	\$789.40	Annualized Fees	\$20,924.61
Net One Time Fees	\$1,192.00	Net Annualized	\$20,924.61	Net Total	\$22,116.61*

*Incentive is equal to a credit to the Subscription fees for services, based on the rate defined in this document. Signed agreement must be executed prior to 10/31/2022. Credit will be applied monthly, starting with the first month after go-live, extending through the first (3) months of the agreement. The estimated credit amount presented is based on 91 employees x (3) months. Actual user counts and credit calculation – within each month – will apply.

Implementation Scope & Overview

Included in the Implementation & Activation:

- Two EIN Setups; Mutiple Pay Frequencies
- 401KEDI Setup
- Electronic GL Setup
- Onboarding Setup
- Paycor HR Setup
- Paycor Recruiting Pro
- Paycor Time Setup
- Payroll Setup
- Third Party Benefits Integration Setup

	Payrolls	Employees	Processings per Year
Palmdale W.D. - HCM	1	91	0
<i>PWD (Board Members) - Monthly</i>		5	12
<i>PWD (Associates) - Bi-Weekly</i>		86	26
Palmdale W.D. - HCM-II	1	1	12
<i>PWD (Board Members) - Monthly</i>		1	12
	2	92	12

Pricing Detail – Palmdale W.D. EIN (1) – 91 EEs

Service	Unit	Qty	\$ Cost Per	\$ Total
HCM Core	Per Active Employee	91	\$11.00	\$1,001.00
ACA Per EE Fee			Included	0
Check Stuffing			Included	0
Electronic Custom Data File			Included	0
Employee Import			Included	0
General Ledger Report			Included	0
HR Support Ctr			Included	0
HR Support Ctr On Demand			Included	0
Labor Distribution			Included	0
Labor Law Poster			Included	0
New Hire Filing EVS			Included	0
Off-Cycle Payrun Fee			Included	0
Onboarding			Included	0
Online Check Stub			Included	0
Online Reporting			Included	0
Pay Options			Included	0
Paycor Analytics			Included	0
Paycor Analytics Pro			Included	0
Paycor Compensation Planning			Included	0
Paycor Expense Management			Included	0
Paycor HR			Included	0
Paycor Pulse			Included	0
Paycor Report Builder			Included	0
Payroll and Tax Service			Included	0
Reporting Options			Included	0
Talent Management Bundle	Per Active Employee	91	\$3.30	\$300.30
Paycor Career Management			Included	0
Paycor Recruiting Pro			Included	0
Paycor Talent Development			Included	0
360 401k Integration	Each	91	\$0.00	\$0.00
401(k) EDI Processing	Each	91	\$0.00	\$0.00
Electronic GL Monthly	Per Active Employee	91	\$0.00	\$0.00
Electronic GL Per Run	Per Active Employee	91	\$0.00	\$0.00
Job Costing Electronic GL	Per Active Employee	91	\$0.00	\$0.00
OnDemand Pay	Per Active Employee	1	\$0.00	\$0.00
Paycor Job Costing	Per Active Time User	91	\$0.00	\$0.00
Paycor Performance Reviews	Per Active Employee	91	\$1.50	\$136.50
Paycor Time	Per Active Time User	91	\$2.20	\$200.20
Paycor Time Fixed Scheduling	Per Active Time User	91	\$0.00	\$0.00
The Work Number	Per Active Employee	1	\$0.00	\$0.00
Time Off Manager	Per Active Employee	91	\$0.00	\$0.00
			Subtotal:	\$1,638.00

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Palmdale W.D. - HCM
Per Payroll Processing Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
Pro Wage Garnishment	Each	1	\$3.75	\$3.75
Premium Only Plan	Each	91	\$0.00	\$0.00
			Subtotal:	\$3.75

Palmdale W.D. - HCM
New Hire Filing Fees (Incurred per new employee)

Service	Unit	Qty	\$ Cost Per	\$ Total
E-Verify Service	Per Active Employee	1	\$0.00	\$0.00
			Subtotal:	\$0.00

Palmdale W.D. - HCM
Estimated Year End Fees (Actual value based on quantity of W2's processed. Amount varies by yearly number of employees)

Service	Unit	Qty	\$ Cost Per	\$ Total
ACA YE 1094 Fee	Each	1	\$0.00	\$0.00
ACA YE 1095 Fee	Each	1	\$0.00	\$0.00
W2 Base Fee	Each	1	\$75.00	\$75.00
W2 Processing	Each	91	\$6.95	\$632.45
			Subtotal:	\$707.45

Palmdale W.D. - HCM
As-Incurred Fees (Billed as they are incurred)

Service	Unit	Qty	\$ Cost Per	\$ Total
Paycor Accruals	Per Active Time User	91	\$0.00	\$0.00
			Subtotal:	\$0.00

Pricing Detail – Palmdale W.D. EIN (2) – 1 EE

Palmdale W.D. - HCM-II Monthly Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
HCM Core	Per Active Employee	1	\$11.00	\$11.00
ACA Per EE Fee			Included	0
Check Stuffing			Included	0
Electronic Custom Data File			Included	0
Employee Import			Included	0
General Ledger Report			Included	0
HR Support Ctr			Included	0
HR Support Ctr On Demand			Included	0
Labor Distribution			Included	0
Labor Law Poster			Included	0
New Hire Filing EVS			Included	0
Off-Cycle Payrun Fee			Included	0
Onboarding			Included	0
Online Check Stub			Included	0
Online Reporting			Included	0
Pay Options			Included	0
Paycor Analytics			Included	0
Paycor Analytics Pro			Included	0
Paycor Compensation Planning			Included	0
Paycor Expense Management			Included	0
Paycor HR			Included	0
Paycor Pulse			Included	0
Paycor Report Builder			Included	0
Payroll and Tax Service			Included	0
Reporting Options			Included	0
Talent Management Bundle	Per Active Employee	1	\$3.30	\$3.30
Paycor Career Management			Included	0
Paycor Recruiting Pro			Included	0
Paycor Talent Development			Included	0
360 401k Integration	Each	1	\$0.00	\$0.00
401(k) EDI Processing	Each	1	\$0.00	\$0.00
Electronic GL Monthly	Per Active Employee	1	\$0.00	\$0.00
Electronic GL Per Run	Per Active Employee	1	\$0.00	\$0.00
Job Costing Electronic GL	Per Active Employee	1	\$0.00	\$0.00
Paycor Job Costing	Per Active Time User	1	\$0.00	\$0.00
Paycor Performance Reviews	Per Active Employee	1	\$1.50	\$1.50
Paycor Time	Per Active Time User	1	\$12.50	\$12.50
Paycor Time Fixed Scheduling	Per Active Time User	1	\$0.00	\$0.00
The Work Number	Per Active Employee	1	\$0.00	\$0.00
Time Off Manager	Per Active Employee	1	\$0.00	\$0.00
			Subtotal:	\$28.30

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Palmdale W.D. - HCM-II
Per Payroll Processing Fees

Service	Unit	Qty	\$ Cost Per	\$ Total
Pro Wage Garnishment	Each	1	\$3.75	\$3.75
Premium Only Plan	Each	1	\$0.00	\$0.00
			Subtotal:	\$3.75

Palmdale W.D. - HCM-II
New Hire Filing Fees (Incurred per new employee)

Service	Unit	Qty	\$ Cost Per	\$ Total
E-Verify Service	Per Active Employee	1	\$0.00	\$0.00
			Subtotal:	\$0.00

Palmdale W.D. - HCM-II
Estimated Year End Fees (Actual value based on quantity of W2's processed. Amount varies by yearly number of employees)

Service	Unit	Qty	\$ Cost Per	\$ Total
ACA YE 1094 Fee	Each	1	\$0.00	\$0.00
ACA YE 1095 Fee	Each	1	\$0.00	\$0.00
W2 Base Fee	Each	1	\$75.00	\$75.00
W2 Processing	Each	1	\$6.95	\$6.95
			Subtotal:	\$81.95

Palmdale W.D. - HCM-II
As-Incurred Fees (Billed as they are incurred)

Service	Unit	Qty	\$ Cost Per	\$ Total
Paycor Accruals	Per Active Time User	1	\$0.00	\$0.00
			Subtotal:	\$0.00

MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, SEPTEMBER 15, 2022:

A meeting of the Outreach Committee of the Palmdale Water District was held Thursday, September 15, 2022, at 2029 East Avenue Q, Palmdale, CA 93550 and via teleconference. Chair Mac Laren-Gomez called the meeting to order at 1:00 p.m.

1) Roll Call.

Attendance:

Committee:

Kathy Mac Laren-Gomez, Chair

Don Wilson, Committee Member

Others Present:

Dennis LaMoreaux, General Manager

Adam Ly, Assistant General Manager

Judy Shay, Public Affairs Director

Scott Rogers, Engineering Manager

Danielle Henry, Management Analyst

0 members of the public

2) Adoption of Agenda.

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

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

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

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held July 28, 2022.

It was moved by Committee Member Wilson, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Outreach Committee meeting held July 28, 2022, as written.

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

Public Affairs Director Shay stated that Water Use Efficiency staff have issued 1,042 water waste warning door-tags, twenty one \$50 fines have been issued, the on-line water class is available for waiver of the fines but no classes have been taken, 85 lawn signs have been distributed to the Palmdale School District, the City of Palmdale, and the Antelope Valley Union High School District, and water waste patrol may increase in October.

She then stated that the upcoming Fall Pipeline includes continued conservation information, digital drought messaging has concluded, and staff continues to use social media for drought publicity.

4.3) Discussion of 2022 Outreach Activities. (Public Affairs Director Shay)

a) Outreach Report.

Public Affairs Director Shay provided an overview of the written Outreach Report of current events through September 7 including the featured publication of Littlerock Dam in the Antelope Valley Welcome Home edition, the District's new Well No. 36 featured in the ACWA News August edition, the Café con Leche interview with General Manager LaMoreaux, social media highlights, and digital advertising interactions.

b) Upcoming Events/2022 Plans.

She then stated that upcoming events include a Water-Wise Workshop on November 9 regarding healthy trees and plants in the winter.

4.4) Consideration and possible action on a recommendation for the selection of a Pure Water AV logo. (Assistant General Manager Ly/Public Affairs Director Shay)

Public Affairs Director Shay stated that the recommended Pure Water AV logo was e-mailed to Directors and then provided a detailed overview of the logo design.

Engineering Manager Rogers then stated that the name Pure Water Antelope Valley (AV) was chosen for the opportunity of regional participation, and after a brief discussion of potential participants, resources, and future water banking, it was moved by Committee Member Wilson, seconded by Chair Mac Laren-Gomez, and unanimously carried by all members of the Committee present at the meeting to recommend the Pure Water AV logo to the full Board for consideration.

5) Reports.

5.1) Lobbying Activities. (Assistant General Manager Ly)

Assistant General Manager Ly stated that AB2449 regarding Brown Act amendments for teleconferencing provisions has been signed into law and Board Room equipment upgrades will be necessary to accommodate for the requirement of two-way video conferencing capabilities and then provided legislative updates on AB2647 regarding agenda postings, SB1100 regarding public disruption during meetings, SB1157 regarding lowering per capita water use from 50 to 42 gallons of water per person per day by 2030, and SB222 regarding low income assistance.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

7) Date of Next Committee Meeting.

After a brief discussion, it was determined that the next Outreach Committee meeting will be held October 19, 2022 at 1:00 p.m.

8) Adjournment.

There being no further business to come before the Outreach Committee, the meeting was adjourned at 1:29 p.m.


Chair



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Resource and Analytics

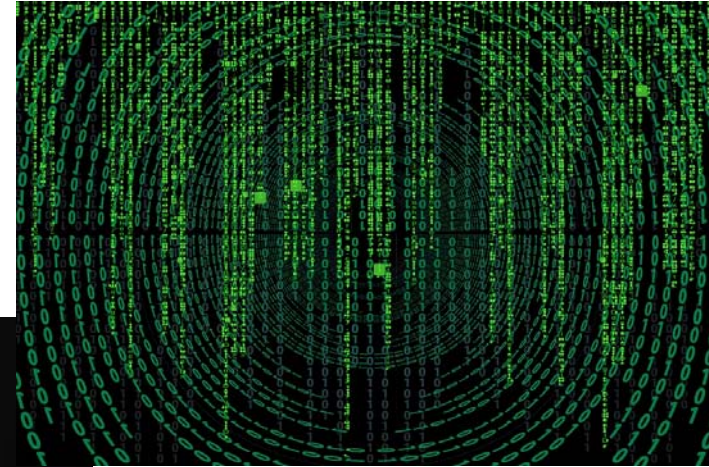
Peter Thompson
Resource and Analytics Director
November 14, 2022

Areas of Responsibility-3 Resources

Water



Data

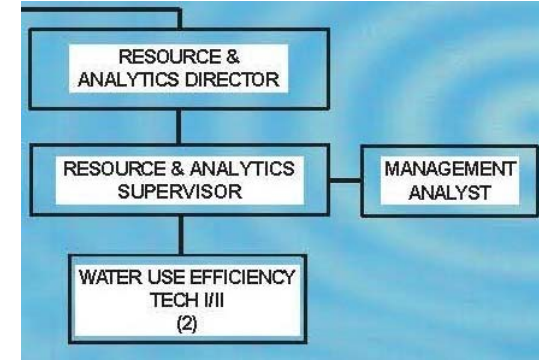
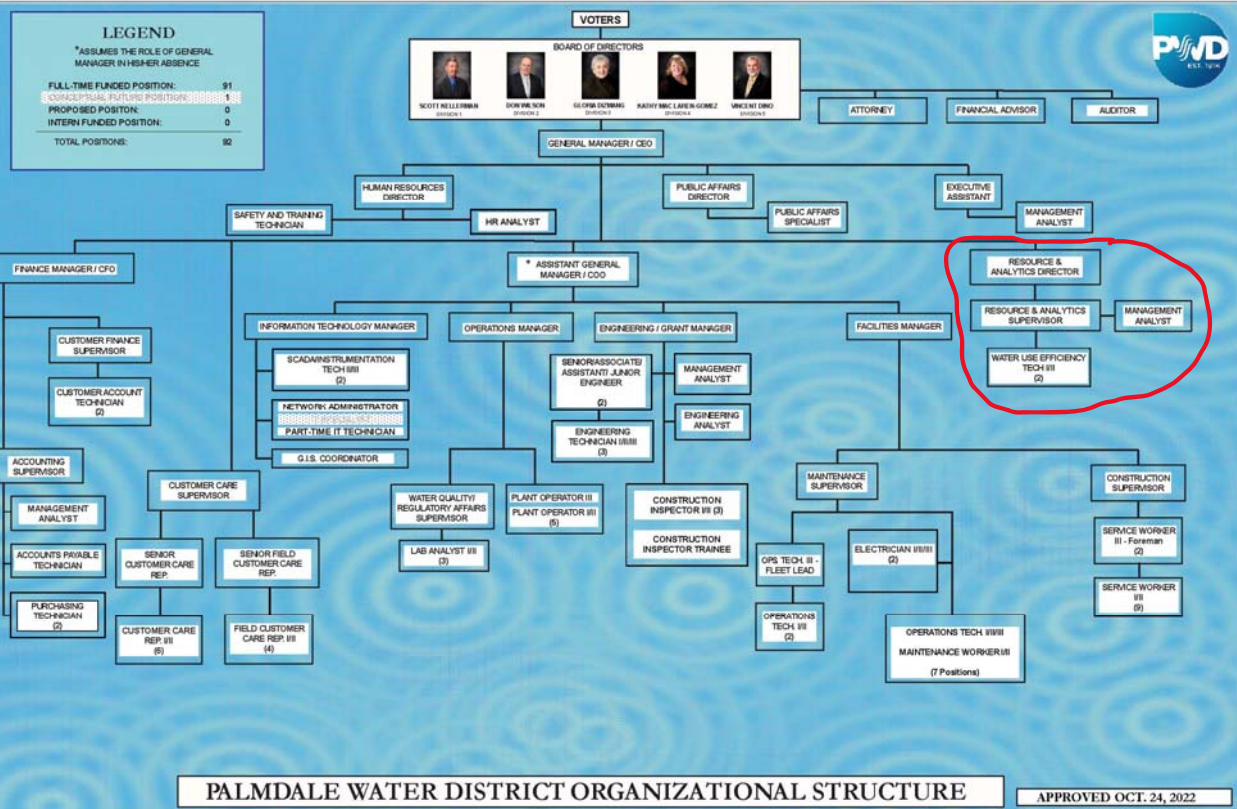


Energy



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Staff



Managing Water-Long Term

- Long-Term Supply Management
 - Secure Future Supplies
 - Give and Take Transfer Agreements
 - Exchanges and Storage
 - Urban Water Management Plan
- Representation
 - DWR
 - State Water Contractors
 - AV Watermaster
 - AV State Water Contractors



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Managing Water-Annually

- Annual Supply Management
 - Annual/Monthly Production Planning
 - Littlerock Dam
 - State Water Project
 - Groundwater
 - Schedule State Water Project Deliveries
 - Execute Transfers and Exchanges
- Reporting
 - DWR
 - State Water Resource Control Board
 - AV Watermaster
 - PWD



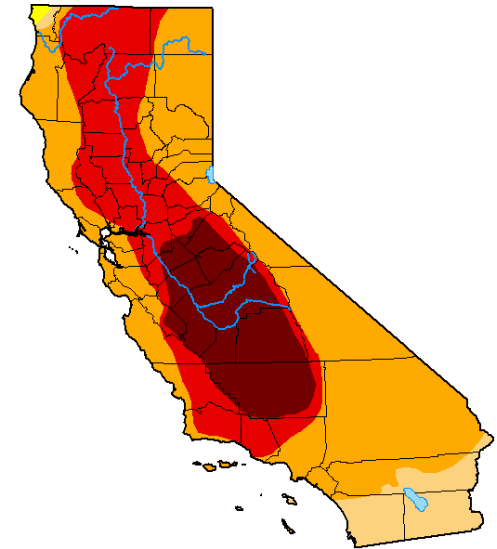
PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Managing Water-Conservation

- Water Use Efficiency
 - Education
 - Waterwise Landscape
 - Rebates
 - Landscape Survey
- Drought Response
 - Water Shortage Planning
 - Conservation Outreach
 - Drought Management Taskforce
 - AV Conservation Roundtable
 - Enforcement



U.S. Drought Monitor
California



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Managing Energy

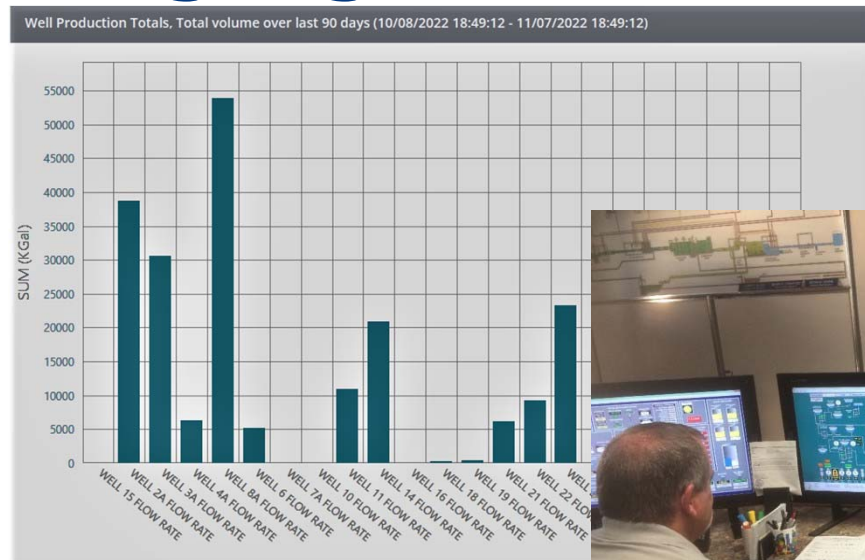
- Southern California Edison
 - Rate Adjustments
 - Billing Data
 - Special Programs
 - Time Of Use
- PWD
 - Advise of Changes and Programs
 - Report on Performance
 - Review Energy Alternatives



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Managing Data

- Data management
 - Production
 - Conservation
 - Energy
- Data Usage
 - Info-360 Development
 - Internal Reporting



PALMDALE WATER DISTRICT
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PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Thank you





PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Facilities Department

Chris Bligh
Facilities Manager

Board Meeting
Nov. 14, 2022



24 Members in 4 Teams



Construction Crew



Operations
Technicians –
Mechanical



Operations
Technicians – Fleet



Electricians



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Maintaining the Infrastructure

- Approximately 412 miles of pipeline, ranging from 2" to 42" pipes
- Approximately 9,000 valves
- 22 active well sites, 1 new well currently being drilled
- 15 water storage tank sites, home to 20 storage tanks
- 6 hydropneumatics tank sites for pressure control
- 25 PRV (pressure reducing valve) locations & 2 pressure relief valves
- Palmdale Ditch maintenance and GCL installation



Other Maintenance & Repair Tasks

- District fleet & equipment
- Sodium hypochlorite generators
- Leslie O. Carter Water Treatment Plant
- 17 booster pump stations
- Electrical motor and systems maintenance & installations
- Onsite emergency generators
- Valve house at Littlerock Dam
- Lake Palmdale



Construction Crew



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Leaks



Large Meter Vault



Pipeline Projects



Bridge Leak2



WTP Leak



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Op-Tech - Mechanical

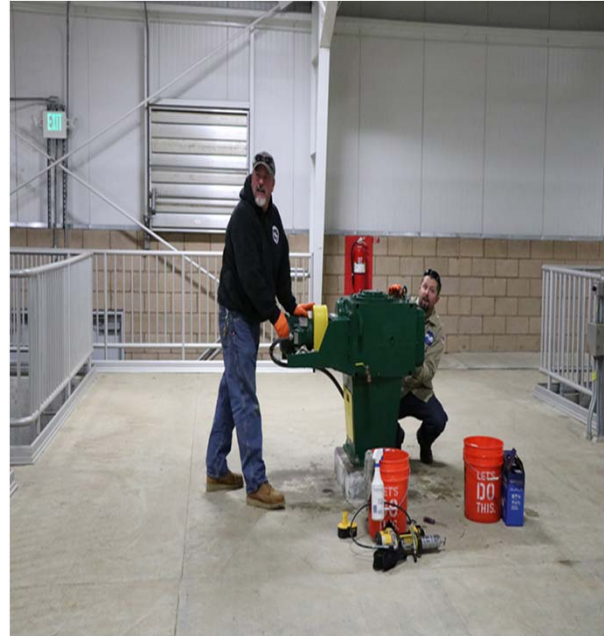


PALMDALE WATER DISTRICT
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Booster Stations



WTP Maintenance



Pump Repairs



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Traveling Screens



Hypo Generators



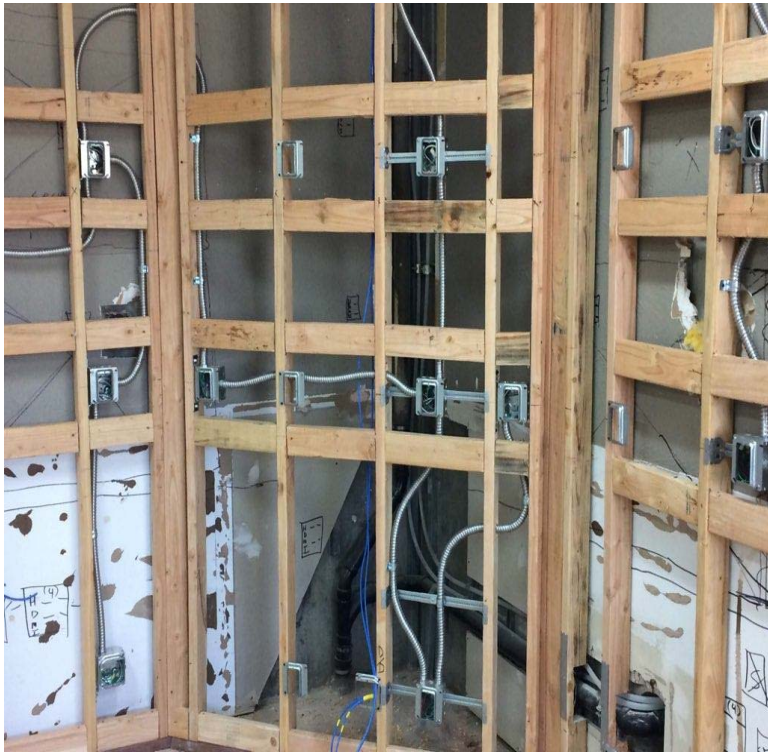
PALMDALE WATER DISTRICT
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Electricians



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Electrical Rough-Ins



Finished Product



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE



Op-Tech - Fleet 159 total assets: 47 vehicles, 25 trailers, 11 pieces/equip., 71 small equip. & 5 cranes



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

New Equipment Prep



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

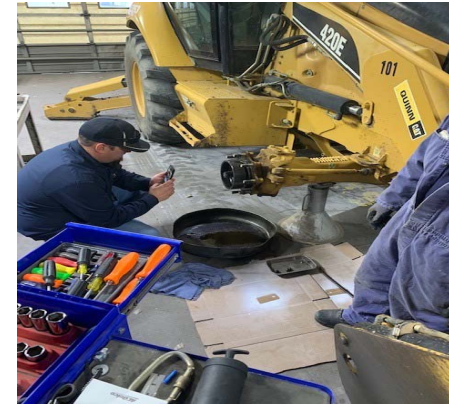


“New to Us” Equipment Inspections and Prep



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

All Repairs and Maintenance, Large to Small



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

Thank you!

