

**COMMISSIONERS**

ROBERT PARRIS, *Chair*

LEO THIBAUT, *Treasurer-Auditor*

KATHY MAC LAREN-GOMEZ, *Secretary*

KEITH DYAS, *Commissioner*

BARBARA HOGAN, *Commissioner*

GLORIA DIZMANG, *Commissioner*

OFFICERS

PETER THOMPSON II, *General Manager*

TOM BARNES, *Resources Manager*

DENNIS HOFFMEYER, *Controller*

DANIELLE HENRY, *Management Analyst*

February 4, 2021

***Agenda for the Regular Meeting of the Commissioners
of the Antelope Valley State Water Contractors Association***

**to be held via video conference: <https://bit.ly/3j8f10l> or
teleconference: (669) 900-6833 Meeting ID: 863 9218 6136#**

FOR THE PUBLIC: VIA TELECONFERENCE ONLY

Dial-In Number: (669) 900-6833 Meeting ID: 863 9218 6136#

Thursday, February 11, 2021

6:00 p.m.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to an Association meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the Palmdale Water District's office located at 2029 E. Ave. Q, Palmdale. Please call Danielle Henry at 661-947-4111 x1059 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 Association to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

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.
- 2) Roll call.
- 3) Adoption of agenda.
- 4) Public comments for items not on the agenda.
- 5) Consideration and possible action on minutes of regular meeting held December 10, 2020.
- 6) Payment of bills.

- 7) Consideration and possible action on election of officers. (General Manager Thompson II)
- 8) Consideration and possible action on approval of the 2020/2021 Restricted Funds Budget. (Controller Hoffmeyer)
- 9) Consideration and possible action on request from the Antelope Valley Watermaster to continue current cost share for the U.S.G.S./CASGEM Program. (General Manager Thompson)
- 10) Discussion and possible action on Mutual Response Agreement for Antelope Valley Agencies. (General Manager Thompson II)
- 11) Report of General Manager.
 - a) Status updates:
 - 1) Antelope Valley Watermaster meetings.
 - 2) Antelope Valley and Fremont Basin IRWMP Stakeholder meetings.
 - 3) Big Rock Creek Joint Ground Water Recharge Project.
 - 4) 2021 Home Show and SMART Water Expo.
 - 5) Ethics AB1234 training.
- 12) Report of Controller.
 - a) Update on Revenue, Expenses and Change in Net Position.
- 13) Reports of Commissioners.
- 14) Report of Attorney.
- 15) Commission members' requests for future agenda items.
- 16) Consideration and possible action on scheduling the next Association meeting April 8, 2021.
- 17) Adjournment.

**ANTELOPE VALLEY
STATE WATER CONTRACTORS ASSOCIATION
COMMISSION MEMORANDUM**

DATE: February 3, 2021 **February 11, 2021**
TO: AVSWCA Commissioners **Commission Meeting**
FROM: Peter Thompson II, General Manager
RE: ***AGENDA ITEM NO. 7 – CONSIDERATION AND POSSIBLE ACTION ON ELECTION OF OFFICERS***

Due to recent changes of the Palmdale Water District's Board of Directors it is necessary to update the officers of the Association. In addition, Section 5 of Amendment No. 1 of the bylaws for the Antelope Valley State Water Contractors Association states: *At the regular meeting in January of each year, officers shall be elected to serve for one full year. There shall be at least one officer from each of the governing boards.*

Current officers are as follows:

Robert Parris (AVEK) – Chair

Vincent Dino (PWD) – Vice Chair

Kathy Mac Laren-Gomez (PWD) – Secretary

Leo Thibault (LCID) – Treasurer

Barbara Hogan (LCID) – Commissioner

Keith Dyas (AVEK) - Commissioner

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

AGENDA ITEM NO. 8

Proposed Budget - FY 2020/21

Restricted Funds - USGS/CASGEM Program

	FY 2015/16 ACTUAL	FY 2016/17 ACTUAL	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ADOPTED BUDGET	FY 2019/20 YTD	FY 2020/21 PROPOSED BUDGET
Revenues:							
Member Contributions - USGS	\$ 90,050.00	\$ 31,000.00	\$ 61,100.00	\$ 61,100.00	\$ 32,450.00	\$ 32,450.00	\$ 34,171.00
Contributions - Others (AVIRWMG/AV Watermaster)	-	-	-	15,900.00	32,450.00	32,450.00	17,085.50
Member Contributions - CASGEM	-	-	-	-	-	-	-
Total Revenue	<u>\$ 90,050.00</u>	<u>\$ 31,000.00</u>	<u>\$ 61,100.00</u>	<u>\$ 77,000.00</u>	<u>\$ 64,900.00</u>	<u>\$ 64,900.00</u>	<u>\$ 51,256.50</u>
Expenditures:							
Contract Services - USGS	\$ 69,483.33	\$ 50,283.33	\$ 52,166.66	\$ -	\$ -	\$ -	\$ -
Contract Services - USGS (Prior Year)	-	-	-	48,241.66	48,675.00	64,900.00	16,375.00
Contract Services - USGS (New Year)	-	-	-	16,225.00	49,125.00	32,750.00	51,256.50
Contract Services - CASGEM	-	-	-	-	-	-	-
Total Expenditures	<u>\$ 69,483.33</u>	<u>\$ 50,283.33</u>	<u>\$ 52,166.66</u>	<u>\$ 64,466.66</u>	<u>\$ 97,800.00</u>	<u>\$ 97,650.00</u>	<u>\$ 67,631.50</u>
Net Income (Loss)	<u>\$ 20,566.67</u>	<u>\$ (19,283.33)</u>	<u>\$ 8,933.34</u>	<u>\$ 12,533.34</u>	<u>\$ (32,900.00)</u>	<u>\$ (32,750.00)</u>	<u>\$ (16,375.00)</u>
					AVEK Contribution =		\$ 29,285.00
					PWD Contribution =		4,408.00
					LCID Contribution =		478.00
							<u>\$ 34,171.00</u>

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

Proposed Budget - FY 2020/21

Restricted Funds - Big Rock Creek Groundwater Recharge Project

	FY 2018/19 PROPOSED BUDGET	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 PROPOSED BUDGET	FY 2020/21 YTD
Revenues:					
Member Contributions - Big Rock Creek	\$ 236,951.00	\$ 236,951.00	\$ -	\$ -	\$ -
Contributions - Others	-	-	-	-	-
Total Revenue	<u>\$ 236,951.00</u>	<u>\$ 236,951.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditures:					
Contract Services - Big Rock Creek	\$ 236,951.00	\$ 53,459.63	\$ 18,622.17	\$ 157,923.65	\$ 18,726.25
W.M. Lyles Invoice (LCID Submitted)		6,945.55			
Total Expenditures	<u>\$ 236,951.00</u>	<u>\$ 60,405.18</u>	<u>\$ 18,622.17</u>	<u>\$ 157,923.65</u>	<u>\$ 18,726.25</u>
Net Income (Loss)	<u>\$ -</u>	<u>\$ 176,545.82</u>	<u>\$ (18,622.17)</u>	<u>\$ (157,923.65)</u>	<u>\$ (18,726.25)</u>
AVEK Contribution =	\$ 115,975.50		= Outside of original contract amount		
PWD Contribution =	115,975.50				
LCID Contribution =	5,000.00				
	<u>\$ 236,951.00</u>				

ANTELOPE VALLEY
STATE WATER CONTRACTORS ASSOCIATION
COMMISSION MEMORANDUM

DATE: February 3, 2021 February 11, 2021
TO: AVSWCA Commissioners Commission Meeting
FROM: Peter Thompson II, General Manager
RE: *AGENDA ITEM NO. 9 - CONSIDERATION AND POSSIBLE ACTION ON REQUEST FROM THE ANTELOPE VALLEY WATERMASTER TO CONTINUE CURRENT COST SHARE FOR U.S.G.S./CASGEM PROGRAM. (GENERAL MANAGER THOMPSON II)*

Recommendation:

Staff recommends that the Commissioners of the AVSWCA (Association) approve the request from the Antelope Valley Watermaster (Watermaster) to continue the current cost share supporting the U.S.G.S. Ground Water Monitoring Program (Program) for a period of three to five years (2021- 2025).

Background:

The Watermaster Board received the Association's request to assume the administrative role and costs for the Program at their meeting held on October 28, 2020. The Watermaster agreed to become the administrator of the Program but expressed that they were unable to support additional costs at this time. The Watermaster has further requested assurance from the Association and the Antelope Valley Integrated Regional Water Management Plan Group (AVIRWM) that both Agencies will continue to support the Program at their current cost share levels for an additional three to five years. The current cost shares are as follows: Association 50%, AVIRWM 25%, and Watermaster 25%. A revised MOU for the AVIRWM is under development and will include their cost share from 2021 through 2023.

At the recommended cost share of 50%, the Association's responsibility would be \$34,171.00 for the current Program. At the same cost share level the Association would anticipate a contribution between \$35,000.00-\$40,000.00 annually for years 2022-2025.

Supporting Documents:

- Watermaster Executed Joint Funding Agreement for U.S.G.S. Program for November 1, 2020-September 30, 2021
- Letter request from Watermaster



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
California State University
Sacramento, California 95819-6129
Phone: (916) 278-3000 Fax: (916) 278-3070
<https://www.usgs.gov/centers/ca-water/>

December 23, 2020

Matthew Knudson
General Manager
Antelope Valley Watermaster
6450 West Avenue N
Palmdate, CA 93551

Dear Mr. Knudson:

This letter confirms discussions between our respective staffs, concerning the continuation of a cooperative water resources program between the Antelope Valley Watermaster and the U.S. Geological Survey (USGS).

Total cost of the proposed program is \$98,872. Pending availability of federal matching USGS will contribute \$30,530. Your cost of this program will be \$68,342. The details of the proposed program and associated costs are listed in the attached table.

To improve financial management processes, the USGS is shifting the period of all monitoring program agreements to the Federal or cooperator fiscal year to end on September 30, 2021.

This program letter does serve as certification that the U.S. Geological Survey, as an agency of the United States Federal Government, is a self-insured agency. All Federal Government employees, acting within the scope of their employment, are covered for personal injury by the Federal Employees Compensation Act (5 U.S.C. 8101 et seq.). All Federal Government employees are covered for liability resulting from negligence, wrongful acts, or omissions while performing duties within the scope of their employment, by the Federal Tort Claims Act (28 U.S.C. 2671 et seq.). Please maintain this program letter for your records on this subject.

If you are in agreement with this proposed program, please return the fully executed electronically signed copy to CAgAgeADMIN@usgs.gov (preferred) or send one fully executed paper copy to the address in the letter head. Work performed with funds from this agreement will be conducted on a fixed-price basis. Billing for this agreement will be rendered quarterly.

The USGS is required to have an agreement in place prior to any work being performed on a project. We request that a fully executed JFA be returned as soon as possible.

If you have any questions concerning this program please contact Jonathan Newby, Redlands Field Office Chief, at (727) 710-2246, or Al Caldwell, Deputy Data Program Chief, at (619) 225-6103. If you have any administrative questions, please contact Jane Hiett in our Sacramento Office at (916) 278-3001.

Sincerely,

MICHELLE SHOUSE Digitally signed by MICHELLE
SHOUSE
Date: 2020.12.23 14:38:47 -08'00'

Michelle Shouse
Acting Director, USGS California Water Science Center

Enclosures

cc: Jonathan Newby, Al Caldwell, USGS CAWSC

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the November 1, 2020, by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Antelope Valley Watermaster party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with continued Water Resource Investigations, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$30,530 by the party of the first part during the period
November 1, 2020 to September 30, 2021

(b) \$68,342 by the party of the second part during the period
November 1, 2020 to September 30, 2021

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600007625
Agreement #: 21ZGJFA43000
Project #: ZG00GZV
TIN #: 81-4834682

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jonathan Newby
Field Office Chief
Address: 1653 Plum Lane
Redlands, CA 92374
Telephone: (909) 798-3272
Fax: (909) 335-3407
Email: jnewby@usgs.gov

Customer Technical Point of Contact

Name: Matthew Knudson
General Manager
Address: 6450 West Avenue N
Palmdale, CA 93551
Telephone: (661) 349-7310
Fax:
Email: mknudson@avek.org

USGS Billing Point of Contact

Name: Janee Hiatt
Budget Analyst
Address: Placer Hall 6000 J Street
Sacramento, CA 95819
Telephone: (916) 278-3001
Fax: (916) 278-3070
Email: jdhiatt@usgs.gov

Customer Billing Point of Contact

Name: Matthew Knudson
General Manager
Address: 6450 West Avenue N
Palmdale, CA 93551
Telephone: (661) 349-7310
Fax:
Email: mknudson@avek.org

U.S. Geological Survey
United States
Department of Interior

Antelope Valley Watermaster

MICHELLE
SHOUSE
By _____
Name: Michelle Shouse
Title: Acting Director,
USGS California Water Science Center

Signature
Signed by MICHELLE
SHOUSE
Date: 2020.12.23 14:40:02
-08'00'

Signatures
By Matthew Knudson Date: 1/27/2021
Name: Matthew Knudson
Title: General Manager

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Antelope Valley Watermaster

Attachment for 21ZGJFA43000
11/1/2020 to 9/30/2021

GROUND WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
342609118131101 004N013W15A001S Ground water annual	\$120	\$121	\$241
342631117445101 004N008W07R001S Ground water annual	\$115	\$121	\$236
342706118114501 004N013W12C003S Ground water annual	\$65	\$171	\$236
342713117453001 004N008W07C001S Ground water annual	\$65	\$171	\$236
343051117563001 005N010W17R001S Ground water annual	\$65	\$171	\$236
343155117501001 005N009W08J001S Ground water annual	\$65	\$171	\$236
343205117525801 005N010W12M002S Ground water annual	\$65	\$171	\$236
343242117500601 005N009W05R002S Ground water annual	\$65	\$171	\$236
343328117495001 005N009W04C001S Ground water annual	\$65	\$171	\$236
343330117501701 006N009W33P001S Ground water semi-annual	\$130	\$331	\$461
343356117500701 006N009W33G001S Ground water annual	\$65	\$171	\$236
343404117593101 006N011W36G001S Ground water semi-annual	\$130	\$331	\$461
343418117431001 006N008W34D001S Ground water annual	\$65	\$171	\$236
343419118044401 006N011W31A001S Ground water annual	\$65	\$171	\$236
343420117535501 006N010W35A001S Ground water annual	\$65	\$171	\$236
343448117501601 006N009W28F001S Ground water annual	\$65	\$171	\$236
343450117522501 006N009W30F001S Ground water annual	\$65	\$171	\$236
343503117431501 006N008W28A002S Ground water annual	\$65	\$171	\$236
343513117581001 006N010W30A002S Ground water annual	\$65	\$171	\$236
343515117495201 006N009W21R001S Ground water annual	\$65	\$171	\$236
343515117575601 006N010W20N001S Ground water annual	\$65	\$171	\$236
343515118101401 006N012W29B001S Ground water annual	\$65	\$171	\$236
343522118093701 - 006N012W20R001S Ground water annual	\$65	\$171	\$236
343526118095501 006N012W20J001S Ground water annual	\$65	\$171	\$236
343546118091601 - 006N012W21G001S Ground water annual	\$65	\$171	\$236
343546118091602 - 006N012W21G002S Ground water annual	\$65	\$171	\$236
343546118091603 - 006N012W21G003S Ground water annual	\$65	\$171	\$236
343546118091604 - 006N012W21G004S Ground water annual	\$65	\$171	\$236
343557117554801 006N010W22D001S Ground water annual	\$65	\$171	\$236
343726117514501 006N009W07J001S Ground water semi-annual	\$130	\$331	\$461
343727118085202 006N012W09H003S Ground water annual	\$65	\$171	\$236
343813117570201 006N010W04M001S Ground water annual	\$65	\$171	\$236
343822118051901 006N011W06F001S Ground water annual	\$65	\$171	\$236
343824117493801 006N009W04H002S Ground water annual	\$65	\$171	\$236
343832117564701 006N010W04F002S Ground water annual	\$65	\$171	\$236
343903118074801 007N012W27J005S Ground water semi-annual	\$130	\$331	\$461
343909118053601 007N011W31M001S Ground water annual	\$65	\$171	\$236
343925117561301 007N010W33J001S Ground water annual	\$65	\$171	\$236
343932118144001 007N013W34B001S Ground water semi-annual	\$130	\$331	\$461
343939117573501 007N010W29Q001S Ground water annual	\$65	\$171	\$236

343939118013701 007N011W27Q001S Ground water annual	\$65	\$171	\$236
343939118025201 007N011W28Q001S Ground water annual	\$65	\$171	\$236
343951118065902 007N012W26K003S Ground water annual	\$65	\$171	\$236
344000118130601 007N013W26J002S Ground water semi-annual	\$130	\$331	\$461
344003118074801 007N012W27H005S Ground water annual	\$65	\$171	\$236
344003118074802 007N012W27H006S Ground water annual	\$65	\$171	\$236
344003118074803 007N012W27H007S Ground water annual	\$65	\$171	\$236
344003118074804 007N012W27H008S Ground water annual	\$65	\$171	\$236
344005118034401 007N011W29G001S Ground water annual	\$65	\$171	\$236
344005118082201 007N012W27F005S Ground water annual	\$65	\$171	\$236
344005118082202 007N012W27F006S Ground water annual	\$65	\$171	\$236
344005118082203 007N012W27F007S Ground water annual	\$65	\$171	\$236
344005118082204 007N012W27F008S Ground water annual	\$65	\$171	\$236
344029117573601 007N010W29B001S Ground water annual	\$65	\$171	\$236
344030118110001 007N012W19R001S Ground water annual	\$65	\$171	\$236
344033117582401 007N010W19Q001S Ground water annual	\$65	\$171	\$236
344044117552901 007N010W22P001S Ground water annual	\$65	\$171	\$236
344120118055301 007N012W24A001S Ground water semi-annual	\$130	\$331	\$461
344122118125701 007N013W13N001S Ground water annual	\$65	\$171	\$236
344124117514301 007N009W17N002S Ground water annual	\$65	\$171	\$236
344124118002101 007N011W14N001S Ground water annual	\$65	\$171	\$236
344147118001301 007N011W12M001S Ground water annual	\$65	\$171	\$236
344152118022701 007N011W16H003S Ground water annual	\$65	\$171	\$236
344209118183801 007N014W13A001S Ground water semi-annual	\$130	\$331	\$461
344227118161401 007N013W09N002S Ground water semi-annual	\$130	\$331	\$461
344310117593001 007N011W01Q001S Ground water annual	\$65	\$171	\$236
344320117575601 007N010W05N005S Ground water annual	\$65	\$171	\$236
344338118022501 007N011W03E003S Ground water annual	\$65	\$171	\$236
344340117535201 007N010W02H002S Ground water annual	\$65	\$171	\$236
344342117580301 007N010W05E003S Ground water annual	\$65	\$171	\$236
344348118151101 007N013W03D001S Ground water annual	\$65	\$171	\$236
344400118184501 009N014W01H001S Ground water annual	\$65	\$171	\$236
344403118175001 008N013W31Q001S Ground water annual	\$65	\$171	\$236
344405118111901 008N012W31Q002S Ground water annual	\$65	\$171	\$236
344418118081401 008N012W34K001S Ground water annual	\$65	\$171	\$236
344425118141001 008N013W35M001S Ground water annual	\$65	\$171	\$236
344443118021301 008N011W34D002S Ground water annual	\$65	\$171	\$236
344517118112801 008N012W30K001S Ground water annual	\$65	\$171	\$236
344534118094301 008N012W28D001S Ground water semi-annual	\$130	\$331	\$461
344541118333901 008N016W22Q004S Ground water annual	\$65	\$171	\$236
344547118090601 008N012W21R001S Ground water annual	\$65	\$171	\$236
344551117553101 008N010W22P003S Ground water semi-annual	\$130	\$331	\$461
344551117591401 008N011W24R002S Ground water annual	\$65	\$171	\$236
344613118300801 008N015W19H001S Ground water annual	\$65	\$171	\$236
344614118454101 008N018W23F001S Ground water annual	\$65	\$171	\$236

344620118140901 008N013W23E001S Ground water annual	\$65	\$171	\$236
344623117550001 008N010W22H004S Ground water annual	\$65	\$171	\$236
344623118164901 008N013W20B001S Ground water semi-annual	\$130	\$331	\$461
344627117544201 008N010W23F003S Ground water annual	\$65	\$171	\$236
344633118353201 008N016W17R002S Ground water annual	\$65	\$171	\$236
344635118244301 008N014W18N001S Ground water semi-annual	\$130	\$331	\$461
344636118320801 008N016W13N001S Ground water annual	\$65	\$171	\$236
344641118015301 008N011W15Q001S Ground water annual	\$65	\$171	\$236
344643117581703 008N010W18P003S Ground water annual	\$65	\$171	\$236
344643118002001 008N011W14R001S Ground water annual	\$65	\$171	\$236
344647118175401 008N013W18Q002S Ground water semi-annual	\$130	\$331	\$461
344652118185701 008N014W24C001S Ground water annual	\$65	\$171	\$236
344657118151301 008N013W15M001S Ground water annual	\$65	\$171	\$236
344658118234201 008N014W17M001S Ground water semi-annual	\$130	\$331	\$461
344701118363401 008N016W18H002S Ground water annual	\$65	\$171	\$236
344714118342601 008N016W16A001S Ground water annual	\$65	\$171	\$236
344722118303601 008N015W07P001S Ground water annual	\$65	\$171	\$236
344725118132701 008N013W14B002S Ground water annual	\$65	\$171	\$236
344727118273101 008N015W10P002S Ground water annual	\$65	\$171	\$236
344747118075001 008N012W10J001S Ground water semi-annual	\$130	\$331	\$461
344751118210701 008N014W10L001S Ground water annual	\$65	\$171	\$236
344758118154401 008N013W09K001S Ground water annual	\$65	\$171	\$236
344759118343301 008N016W09G001S Ground water annual	\$65	\$171	\$236
344812118284701 008N015W09D001S Ground water annual	\$65	\$171	\$236
344819118175201 008N013W07B001S Ground water semi-annual	\$130	\$331	\$461
344825118071801 008N012W02Q001S Ground water annual	\$65	\$171	\$236
344828118372601 008N016W06M001S Ground water annual	\$65	\$171	\$236
344841118335001 008N016W03F001S Ground water annual	\$65	\$171	\$236
344848118172301 008N013W05E001S Ground water annual	\$65	\$171	\$236
344858118414101 008N017W04D001S Ground water annual	\$65	\$171	\$236
344907118260901 008N015W02A001S Ground water annual	\$65	\$171	\$236
344911117524001 008N009W06D001S Ground water annual	\$65	\$171	\$236
344911118191101 008N014W01C001S Ground water annual	\$65	\$171	\$236
344913118110001 008N012W05D001S Ground water annual	\$65	\$171	\$236
344914118144101 009N013W34Q001S Ground water semi-annual	\$130	\$331	\$461
344946118271601 009N015W34B002S Ground water annual	\$65	\$171	\$236
344947117594801 009N011W36L001S Ground water annual	\$65	\$171	\$236
344953118165601 009N013W32C001S Ground water annual	\$65	\$171	\$236
344954118172501 009N013W32D001S Ground water annual	\$65	\$171	\$236
345000118302201 009N015W30Q001S Ground water annual	\$65	\$171	\$236
345001118264501 009N015W26N001S Ground water semi-annual	\$130	\$331	\$461
345006118153601 009N013W28R001S Ground water annual	\$65	\$171	\$236
345006118183101 009N013W30N001S Ground water annual	\$65	\$171	\$236
345032118171001 009N013W29M001S Ground water annual	\$65	\$171	\$236
345042117564301 009N010W28F002S Ground water annual	\$65	\$171	\$236

345051117485001 009N009W27H002S Ground water semi-annual	\$130	\$331	\$461
345100118161801 009N013W21N001S Ground water annual	\$65	\$171	\$236
345112118075101 009N012W23N001S Ground water annual	\$65	\$171	\$236
345117118242101 009N014W19L001S Ground water annual	\$65	\$171	\$236
345122118220801 009N014W21G001S Ground water annual	\$65	\$171	\$236
345143118231401 009N014W20B001S Ground water annual	\$65	\$171	\$236
345158117533201 009N010W24C001S Ground water semi-annual	\$130	\$331	\$461
345158117533202 009N010W24C002S Ground water annual	\$65	\$171	\$236
345202118133501 009N013W14Q001S Ground water annual	\$65	\$171	\$236
345237118095101 009N012W16E004S Ground water annual	\$65	\$171	\$236
345302117574001 009N010W08P001S Ground water annual	\$65	\$171	\$236
345420117524801 009N009W06E001S Ground water semi-annual	\$130	\$331	\$461
345701118103601 010N012W20C006S Ground water annual	\$65	\$171	\$236
345712117463601 010N009W24A002S Ground water annual	\$65	\$171	\$236
345951117503501 010N009W04D001S Ground water semi-annual	\$130	\$331	\$461
350002117463301 011N009W36R001S Ground water annual	\$65	\$171	\$236
350055117550501 011N010W27R001S Ground water annual	\$65	\$171	\$236
350055118172601 011N013W29M001S Ground water annual	\$65	\$171	\$236
350113117444801 011N008W29K001S Ground water annual	\$65	\$171	\$236
350214118180701 011N013W19C001S Ground water annual	\$65	\$171	\$236
350230117524701 011N009W19D001S Ground water annual	\$65	\$171	\$236
350232117463201 011N009W24A001S Ground water annual	\$65	\$171	\$236
350323117471901 011N009W13D001S Ground water annual	\$65	\$171	\$236
350411118023601 011N011W09A001S Ground water annual	\$65	\$171	\$236
350411118044101 011N011W07A001S Ground water annual	\$65	\$171	\$236
350505118065001 012N012W35R001S Ground water annual	\$65	\$171	\$236
350616117475501 032S039E33L001M Ground water annual	\$65	\$171	\$236
350623117590401 032S037E26N001M Ground water annual	\$65	\$171	\$236
350637118052901 032S036E35D001M Ground water annual	\$65	\$171	\$236
350919117590301 032S037E11N001M Ground water annual	\$65	\$171	\$236
351104117590401 031S037E35N001M Ground water annual	\$65	\$171	\$236
351131118001201 031S037E33H001M Ground water annual	\$65	\$171	\$236
351256117445401 031S039E24P001M Ground water annual	\$65	\$171	\$236
351347117562601 031S038E18P001M Ground water annual	\$65	\$171	\$236
351621117575501 030S037E36N001M Ground water annual	\$65	\$171	\$236
351659117571001 030S037E36G001M Ground water annual	\$65	\$171	\$236
351712117562801 030S038E31C001M Ground water annual	\$65	\$171	\$236
351714117563001 030S038E30P001M Ground water annual	\$65	\$171	\$236
351741117590901 030S037E27H002M Ground water annual	\$65	\$171	\$236
351838117511601 030S038E24F001M Ground water annual	\$65	\$171	\$236
351948117573901 030S037E13C001M Ground water annual	\$65	\$171	\$236
352209117475201 029S039E33K001M Ground water annual	\$65	\$171	\$236
Total:	\$12,780	\$32,992	\$45,772

21ZGJFA43000 (continued)

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
343216117562601 005N010W08H001S Annual QW monitoring	\$788	\$1,536	\$2,324
343326117591701 005N011W01C001S Annual QW monitoring	\$771	\$1,537	\$2,308
343404117593101 006N011W36G001S Annual QW monitoring	\$771	\$1,537	\$2,308
343727118085202 006N012W09H003S Annual QW monitoring	\$771	\$1,537	\$2,308
343752118012001 006N011W11D001S Annual QW monitoring	\$771	\$1,537	\$2,308
343822118051901 006N011W06F001S Annual QW monitoring	\$771	\$1,537	\$2,308
344104118053101 007N011W19E001S Annual QW monitoring	\$771	\$1,537	\$2,308
344200118141001 007N013W14E001S Annual QW monitoring	\$771	\$1,537	\$2,308
344209118183801 007N014W13A001S Annual QW monitoring	\$771	\$1,537	\$2,308
344338118022501 007N011W03E003S Annual QW monitoring	\$771	\$1,537	\$2,308
344551117553101 008N010W22P003S Annual QW monitoring	\$771	\$1,537	\$2,308
344623117550001 008N010W22H004S Annual QW monitoring	\$771	\$1,537	\$2,308
344636118320801 008N016W13N001S Annual QW monitoring	\$771	\$1,537	\$2,308
344703118095601 008N012W16M001S Annual QW monitoring	\$771	\$1,537	\$2,308
345004118135801 009N013W35C001S Annual QW monitoring	\$771	\$1,537	\$2,308
345006118125701 009N013W25N001S Annual QW monitoring	\$771	\$1,537	\$2,308
345006118153601 009N013W28R001S Annual QW monitoring	\$771	\$1,537	\$2,308
345006118183101 009N013W30N001S Annual QW monitoring	\$771	\$1,537	\$2,308
350707117593401 032S037E27G001M Annual QW monitoring	\$771	\$1,537	\$2,308
350828118000901 032S037E16R001M Annual QW monitoring	\$771	\$1,537	\$2,308
351534117570001 031S037E01R002M Annual QW monitoring	\$771	\$1,537	\$2,308
351659117591901 030S037E34H002M Annual QW monitoring	\$771	\$1,537	\$2,308
352350117451601 029S039E23J002M Annual QW monitoring	\$771	\$1,537	\$2,308
Total:	\$17,750	\$35,350	\$53,100
GRAND TOTAL:	\$30,530	\$68,342	\$98,872

SUMMARY FOR 21ZGJFA43000				
Antelope Valley Watermaster				
TYPE	USGS FUNDS	CUST. CASH	OTHER FUNDS	TOTAL COST
GROUND WATER (GW)	\$12,780	\$32,992		\$45,772
(WQ)	\$17,750	\$35,350		\$53,100
GRAND TOTAL	\$30,530	\$68,342		\$98,872



BOARD OF DIRECTORS

Robert Parris – Chair
AVEK Representative
Kathy MacLaren – Vice-Chair
Public Water Suppliers Representative
Adam Ariki
LACWW Representative
John Calandri
Landowner Representative
Derek Yurosek
Public Water Suppliers Representative

February 3, 2021

Antelope Valley State Water Contractors Association
Attn: Mr. Peter Thompson, General Manager
2029 East Avenue Q
Palmdale, CA 93550

RE: REQUEST FOR FUNDING COMMITMENT - UNITED STATES GEOLOGICAL SURVEY (USGS) GROUNDWATER MONITORING PROGRAM FOR THE ANTELOPE VALLEY

Dear Mr. Thompson:

The Antelope Valley Watermaster (Watermaster) approved the 2020/2021 Joint Funding Agreement with the USGS to continue monitoring groundwater levels and water quality within the Antelope Valley during the period of November 1, 2020 to September 30, 2021 (Program). The approval of said agreement by the Watermaster officially transfers the administration of the Program from the Antelope Valley State Water Contractors Association (AVSWCA) to the Watermaster.

The total cost of the total Program for this period is \$98,872. Based on the Program agreement, the Antelope Valley Watermaster will be responsible for \$68,342 and the USGS will provide contributions in the amount of \$30,530. As agreed upon for this Program period (November 1, 2020 to September 30, 2021), the Watermaster's commitment will be shared among the AVSWCA covering 50%, the Antelope Valley Integrated Regional Water Management group (AVIRWM) covering 25%, and the Watermaster covering the remaining 25%.

The Watermaster is financially committed to the current funding arrangement and is requesting assurance from the Association and the Antelope Valley Integrated Regional Water Management Plan Group (AVIRWM) that regional agencies will continue to support the Program at their current cost share levels for an additional three to five years. This requested assurance and commitment will give the Watermaster the ability to properly plan both their budget and workload for the foreseeable future.

The Watermaster appreciates the continued support of the AVSWCA and AVIRWM Group with this important and critical Antelope Valley groundwater basin Program. Feel free to contact me at (661) 349-7310.

Very truly your,

Matthew Knudson,
Watermaster Administrator

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

COMMISSION MEMORANDUM

DATE: February 3, 2021 February 11, 2021
TO: AVSWCA Commissioners **Commission Meeting**
FROM: Peter Thompson II, General Manager
RE: *AGENDA ITEM NO. 10 – DISCUSSION AND POSSIBLE ACTION ON MUTUAL RESPONSE AGREEMENT FOR ANTELOPE VALLEY AGENCIES. (GENERAL MANAGER THOMPSON II)*

Recommendation:

Staff recommends that the Commissioners of the Antelope Valley State Water Contractors Association (Association) consider authorizing staff to spend time reaching out to and assisting smaller community water systems join the upcoming “Mutual Response Agreement for Antelope Valley Agencies”.

Background:

The Commissioners requested that staff develop an estimated budget for developing an MOU for mutual aid for community water systems within the Greater Antelope Valley. While researching budget data, staff found that there is a Mutual Response Agreement for Antelope Valley Agencies (MRA) that is near completion. Among the anticipated participants in the MRA are the individual agencies comprising the Association, the City of Palmdale, City of Lancaster, and Quartz Hill Water District. The intent of this MRA was to include smaller community water systems but the outreach did not yield any response.

Rather than develop a separate MOU for mutual aid, staff believes a more practical approach would be to engage in outreach to the community water systems within the Greater Antelope Valley and assist them in the process of joining the MRA. Staff has developed an estimate of hours and range of cost based on those hours for tasks involved in this outreach.. This assumes up to forty community water systems.

Core Tasks, Hours, Range of Cost :

- | | |
|---|-----------------|
| • Outreach Material Development | 4 Hours |
| • Outreach Activities (contact research, email, phone calls, and cataloging feedback) | 30 Hours |
| • MRA Amendment (Proposing amendment to the MRA, if necessary) | <u>10 Hours</u> |
| | 44 Hours |

The range of cost for this effort is estimated to be \$2,200 and \$3,300.

Supporting Documents:

- Draft Mutual Response Agreement for Antelope Valley Agencies.

Mutual Response Agreement Antelope Valley Agencies

This AGREEMENT is made and entered into by the signatories to this Agreement, as listed on Exhibit A hereto, which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the reimbursement for equipment, supplies and personnel made available on an emergency basis as specified herein.

Said agencies are individually referred to herein as a “Member Agency” and all of said agencies are referred to herein collectively as “the parties.”

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I. PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of an emergency’s impact, the parties hereby establish an Intrastate Program for Mutual Aid, Response and Assistance. Through this Mutual Aid Response and Assistance Program (the “Program”), Members coordinate response activities and share resources during emergencies and assist during local emergencies or planned or unplanned outages, as defined herein. This Agreement sets forth the procedures and standards for the administration of the Program among the parties.

ARTICLE II. DEFINITIONS

- A. **Authorized Official** – An employee or officer of a Member Agency who is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this agreement.

- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member Agency, loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous materials, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other condition which will, or is likely to, require a greater level of personnel, equipment, facilities and services than a Member Agency can provide on its own, and thus will require mutual assistance.

- C. **Members or Member Agencies** – Any public or private agency that manifests intent to participate in the Program by executing this Agreement.
 - 1. **Requesting Member** – A Member Agency that requests aid or assistance under the Program.

2. **Responding Member** – A Member Agency that responds to a request for aid or assistance under the Program.
 3. **Non-Responding Member** – A Member Agency that does not provide aid or assistance during a Period of Assistance under the Program.
- D. **Confidential Information** – Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member Agency.
 - E. **Period of Assistance** – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined, or during an Outage, as defined herein.
 - F. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
 - G. **Standardized Emergency Management System (SEMS)** – A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multijurisdictional response to an emergency.
 - H. **Outage** – A period of time where a Member’s utility supply is interrupted to the extent that the interruption jeopardizes the health and safety of the Members’ customers/constituents. An Outage is “planned” when the Member is given at least three (3) days prior notice of the interruption in supply. An Outage is “unplanned” when the Outage occurs without at least three (3) days prior notice of the interruption in supply, including when the Outage occurs unexpectedly.

ARTICLE III. **ADMINISTRATION**

The Program shall be administered through the Antelope Valley Agencies Group Emergency Preparedness Coordinator (the “Coordinator”) and the Emergency Preparedness Coordinator Administrative Committee (the “Committee”).

The purpose of the Committee is to provide local coordination of the Program before, during and after an Emergency or Outage. The Committee shall meet as frequently as necessary, but at least quarterly, to address Program issues and review emergency preparedness and response procedures. The Committee will be made up of at least one (1) representative of each of the Member Agencies. The Committee members shall work with the Coordinator to plan and coordinate emergency planning and response

activities for the Program and shall ensure that all Member Agencies are informed of such activities and have the opportunity to participate in all related planning and training activities.

The Committee may promulgate regulations and procedures to implement the terms and intent of this Agreement, by simple majority vote of Committee members.

ARTICLE IV. PROCEDURES

- A. In coordination with the Committee and the emergency management and public health systems of the state, the Committee and Coordinator shall develop operational and planning procedures for the Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and this Agreement. These procedures shall be reviewed at least annually and updated as needed by the Committee and Coordinator.
- B. Requests for emergency assistance or assistance with any Outage under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.

ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, supplemental water supplies, other supplies, and personnel. Assistance shall be given only when a Responding Member determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

- A. **Responsibility** – Members shall identify an Authorized Official and at least one alternate,; provide contact information including 24-hour access, and maintain resource information that may be available from the agency for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur and be promptly provided to the Coordinator.
- B. **Member Request** – In the event of an Emergency or Outage (planned or unplanned), a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, supplemental water supplies and other supplies shall be memorialized in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures to be established by the committee pursuant to Article IV hereof.
- C. **Response to a Request for Assistance** – Members are not obligated to respond to a Requesting Member's request. After a Member receives a request for assistance, that Member's Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, that Member's

Authorized Representative shall inform, as soon as possible, the Requesting Member whether that Member will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance. If a Member determines it cannot respond to a request for assistance, that Member shall not be responsible for any consequences associated with its failure to respond.

- D. ***Discretion of Responding Member's Authorized Official*** – Execution of this Agreement does not create any duty for a Member to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI. **RESPONSE COORDINATION**

When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

- A. ***Personnel*** – Responding Member retains the right to identify the specific employees to be provided to a Requesting Member and the resources that are available.
- B. ***Control*** – While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. The Responding Member's designated supervisor(s) must keep accurate records of work performed by Responding Member's personnel during the specified Period of Assistance.
- C. ***Food and shelter*** – When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the state per diem rates for that area. To the extent food and shelter costs exceed the state per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. ***Communication*** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.

- E. **Status** – Unless otherwise provided by law, the Responding Member’s officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions; and shall remain officers and employees, as applicable, of the Responding Member.
- F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. **Right to Withdraw Resources** – The Responding Member’s Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member’s sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member’s Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII.
COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member(s) will make such employees as are willing to participate available to Requesting Member at Requesting Member’s expense equal to any Responding Member’s full cost, i.e., equal to the employee’s applicable salary or hourly wage, plus fringe benefits and overhead, and consistent with Responding Member’s collective bargaining agreements, if applicable, or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at a Responding Member’s current equipment rate and subject to the following conditions: The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances.
 1. At the option of Responding Member, equipment may be provided with an operator.
 2. Equipment shall be returned to Responding Member within 24 hours after receipt of an oral or written request for return.
 3. During the Period of Assistance, Requesting Member shall, at its own expense, supply all fuel, lubrication and maintenance for furnished equipment; provided that Requesting Member shall obtain Responding Member’s consent before performing any such maintenance.

4. Responding Member's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Member.
 5. In the event equipment is damaged while being dispatched to Requesting Member, or while in the custody and use of Requesting Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the reasonable cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Responding Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such reasonable lease costs.
- C. **Materials and Supplies** – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Supplemental Water Supplies** – The Responding Member will provide the Requesting Member with a bill showing the amount of water delivered to the Requesting Member. Water will be billed at the highest rate incurred for imported water by the Responding Member, or as the Responding Member may otherwise agree.
- E. **Payment Period** – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill within 60 days following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than six months after the date a final itemized bill is submitted to the Requesting Member.
- F. **Records** – Each Requesting Member and its duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. To the extent it deems necessary, each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement. Any audit shall occur during normal business hours upon giving reasonable notice to the Responding Member of the intent to conduct such an audit. In the event of such an audit, the employees of Responding Member shall comply with the reasonable requests of

the Requesting Member, its representatives and agents. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

ARTICLE VIII.
ARBITRATION

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt in good faith to resolve the dispute by negotiation, followed by confidential mediation and finally shall be settled by binding arbitration in accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, elected officials, officers, employees and agents (collectively, for purposes of this Article, "Responding Member"), from all claims, loss, damage, injury and liability of every kind, nature and description, including reasonable attorney's and expert's fees, incurred to the extent directly or indirectly arising from the Emergency and/or aid and assistance provided hereunder during the Period of Assistance, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member except where caused by the sole, active negligence or willful misconduct of Responding Member.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through the Agreement, the Requesting Member agrees to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and worker's compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees, provided, however, that the Requesting Member shall be responsible for reimbursing any amounts paid or due as benefits to Responding Member's employees due to personal injury or death occurring during the Period of Assistance. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interest, subject to the indemnification, hold harmless and defense provisions set forth in Article IX.

ARTICLE XIII.
INSURANCE

Each Member shall procure and maintain, at its sole and exclusive expense, insurance coverage, including \$2,000,000 comprehensive liability, personal injury, property damage, and worker's compensation.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent allowed by law, any Member (for purposes of this Article "Receiving Party") shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information provided to it by another Member (for purposes of this Article, "Disclosing Party") pursuant to this Agreement. In the event that the Receiving Party is required, in the opinion of its legal counsel, to disclose any of the Confidential Information by applicable law (including, but not limited to, the California Public Records Act (Cal. Govt. Code §6250 *et seq.*), the Bagley-Keene Open Meeting Act (Cal. Govt. Code §11120 *et seq.*), the Brown Act (Cal. Govt. Code §54950 *et seq.*), and the Federal Freedom of Information Act), regulation or legal process, the Receiving Party will promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. The Receiving Party will reasonably cooperate with the Disclosing Party to obtain such a protective order, at the sole cost and expense of the Disclosing Party, and, in any event, will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information that is ultimately required to be disclosed.

ARTICLE XV
EFFECTIVE DATE

This Agreement shall be in full force and effect upon the execution of the Agreement by two (2) Member Agencies. This Agreement shall take effect for a subsequent new party immediately upon its execution by said party.

ARTICLE XVI.
WITHDRAWAL

Any party may terminate its participation in this Agreement by written notice to the Coordinator, who shall provide notice of withdrawal to all current Members. Withdrawal takes effect 60 days after the appropriate official receives notice. Withdrawal from this Agreement shall in no way affect a Requesting

Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance or indemnify any Member pursuant to Section IX and X. These duties shall survive such withdrawal.

**ARTICLE XVII.
MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of Committee members. The Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days' written notice to the parties.

**ARTICLE XVIII.
SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XIX
PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and any such attempted assignment or delegation shall have no effect.

**ARTICLE XXI.
TORT CLAIMS**

This Agreement in no way abrogates or waives any immunity or defense available under California law.

**ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members retain the right to participate in other mutual aid and assistance activities, including but not limited to, those conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program, the Interstate Emergency Management Assistance Compact (EMAC), and similar programs.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Agency listed here manifests its intent to be a Member Agency in the Program by executing this Agreement on this _____ day of _____ 2019.

Member: _____

By: _____

Title: _____

Please Print Name

By: _____

Title: _____

Please Print Name

Approved as to form and legality

By: _____

Attorney for Agency

Please Print Name

**ANTELOPE VALLEY
STATE WATER CONTRACTORS ASSOCIATION
COMMISSION MEMORANDUM**

DATE: February 4, 2021 February 11, 2021
TO: AVSWCA Commissioners **Commission Meeting**
FROM: Peter Thompson II, General Manager
RE: *AGENDA ITEM NO. 11 – REPORT OF GENERAL MANAGER*

Report Items:

• **Antelope Valley Water Master Meetings**

- The 2021 Replacement Water Assessment Rates were updated utilizing the previously approved methodology and accepted by the Watermaster Board. The rates are as follows:
 - Inside AVSWCA Boundaries = \$498/Ac-Ft.
 - Outside AVSWCA Boundaries = \$1,010/Ac-Ft.
- The Association anticipates receiving a replacement water request in July from the Watermaster for water pumped in 2020.
- Replacement water commitments continue to be a concern to the Watermaster Board. The General Managers of the Association's member agencies met in December to discuss methodologies for resolving these concerns. The discussions are ongoing.

• **Antelope Valley and Fremont Basin IRWMP Stakeholder Meetings**

- Woodard and Curran circulated and edited the draft Grant Agreement for the AVIRWM. This final draft was submitted to DWR on February 3, 2021. DWR anticipates a quick turn-around for approval of the agreement. Consequently, there may need to be a special Association meeting in late February or early March for approval of the agreement.
- The amended MOU for the AVIRWM is scheduled to be presented to the Association for approval in April.

- **Antelope Valley Home Show and SMART Water Expo**

- Tentatively anticipated to be held in October 2021.

- **Big Rock Creek Joint Recharge Project**

Kennedy/Jenks provided a draft analysis of the four project alternatives. Staff had two meetings with Kennedy/Jenks to review the draft analysis and alternative options. Preliminarily, the most favorable alternative appears to be off-site recharge basins. Staff will be working with the member agencies to determine the anticipated recharge quantities and durations. This will help guide the continuing analysis of the alternatives. A presentation on the alternative analysis is tentatively scheduled for the Association meeting in April.

- **Ethics AB1234 Training**

California law requires state and local government officials to complete an ethics training course within six months of being hired. If your service is ongoing, you must complete the course once during each two-year period. In past years, the Association hosted Ethics AB1234 training provided by a member agency attorney. Due to the gathering restrictions of COVID-19, the Association has not been able to hold this training. However, the State of California Department of Justice offers a free online course. In addition, staff has reached out to the member agency attorney in rotation for additional options.

Supporting Documents:

- Ethics Training for Local Government Officials
- ACWA/JPIA President's Special Recognition Award



Ethics Training for Local Government Officials

Government Code section 53235 requires ethics training for specified local government officials. The training can consist of self-study materials, an online course, or in-person training. The Attorney General's Office anticipates that an online training course may be developed to satisfy core curriculum requirements, but additional local training would still be necessary to address purely local issues.

Persons wishing to create a local ethics training course must consult with the Attorney General and the Fair Political Practices Commission concerning the sufficiency and accuracy of course content. (Gov. Code, § 53235, subd. (c).) In response to this requirement for consultation with the Attorney General, the following outline has been prepared to provide uniform guidance from the Office of the Attorney General regarding appropriate course content. The outline also provides links to relevant educational materials regarding ethics. Due to the demand for ethics training, it is anticipated that the Office of the Attorney General will be unable to review and comment on individual course materials. This outline provides uniform guidance, but the course preparer must be familiar with applicable law and the publications issued by the Attorney General and the Fair Political Practices Commission.

Of course, review of this outline and/or the linked materials, or completion of an ethics course, is no substitute for competent legal advice in a given situation. You should seek the advice of counsel if you have a specific legal question.

Curriculum Accuracy

For in-person training, the ethics law portion of any course should be delivered by an attorney licensed to practice law in California and knowledgeable about California's ethics laws. (For online and self-study training materials, the course should be prepared under the supervision of such an attorney.)

All course content should comply with the ethics laws contained in California's Constitution, statutes and common law. In addition, the course content should be consistent with the publications issued by the Office of the Attorney General, including, but not necessarily limited to, publications on conflicts of interest, the Brown Act and the Public Records Act. (See the "Publications" link on the Attorney General's web site.) Course content should also comply with the informational materials issued by the Fair Political Practices Commission, which are available at www.fppc.ca.gov

Course Sufficiency

Local government officials must receive training in two areas. Instruction should be provided on general ethics principles (Gov. Code, § 53235, subd. (d)), and the training must provide a brief summary of specific laws concerning conflicts of interests, perquisites of office and government transparency.

General Ethics Principles

The discussion of general ethical principles should include the manner in which values such as trustworthiness, respect, fairness and responsibility promote public trust in government. It should also include the importance of avoiding even the appearance of impropriety.

Conflicts of Interest, Perquisites of Office, Government Transparency

The training regarding conflicts of interest, perquisites of office and governmental transparency should include the following:

(1) Laws relating to personal financial gain by public servants, including, but not limited to:

- (A) Laws prohibiting bribery (Pen. Code, § 68).
- (B) Conflicts of Interest under the Political Reform Act (Gov. Code, §§ 87100, 87103).
- (C) Contractual Conflicts of Interest (Gov. Code, § 1090 et seq.).
- (D) Conflicts of Interest and Campaign Contributions (Gov. Code, § 84308).
- (E) Conflicts of Interest When Leaving Office (Gov. Code, §§ 87406.3, 87407).

(2) Laws relating to claiming perquisites of office, including, but not limited to:

- (A) Limitations on the Receipt of Gifts (Gov. Code, §§ 86203, 89503, 89506).
- (B) Honoraria Ban (Gov. Code, § 89502).
- (C) Misuse of Public Funds (Pen. Code, § 424; Gov. Code, § 8314; *Fair Political Practices Commission v. Suitt* (1979) 90 Cal.App.3d 125; *Stanson v. Mott* (1976) 17 Cal.3d 206).
- (D) Prohibitions against gifts of public funds (Cal. Const., art. XVI, § 6).
- (E) Mass mailing restrictions (Gov. Code, § 89001).

- (F) Prohibitions against acceptance of free or discounted transportation by transportation companies (Cal. Const., art. XII, § 7).
- (3) Government transparency laws, including, but not limited to:
- (A) Economic interest disclosure under the Political Reform Act (Gov. Code, §§ 87200 et seq.).
 - (B) Brown Act (Gov. Code, §§ 54950 et seq.).
 - (C) Public Records Act (Gov. Code, §§ 6250 et seq.).
- (4) Laws relating to fair processes, including, but not limited to:
- (A) Common law bias prohibitions.
 - (B) Due process requirements.
 - (C) Doctrine of Incompatible Offices (Gov. Code, §§ 1099).
 - (D) Competitive bidding requirements for public contracts.
 - (E) Disqualification from participating in decisions affecting family members (anti-nepotism laws).

A self-study or online course should include testing to assess the official's retention of the information presented. (§ 53235, subd. (d).)

Both in-person and self-study training materials should refer participating local agency officials to additional resources to assure that the participating official has access to the full range of information required by these curriculum guidelines. These resources may be found on the Attorney General's webpage at www.caag.state.ca.us, the Fair Political Practices Commission webpage at www.fppc.ca.gov, and the Institute for Local Government at www.ca-ilg.org/AB1234Compliance.

Once the initial ethics training has been completed, agencies may wish to focus more intensely on specific areas of concern in subsequent training sessions and provide a more cursory review of the enumerated laws. We recognize that the two hours of mandatory training is a basic minimum, and encourage agencies to provide additional training throughout the year in order to promote ethical and transparent government at the local level.

Training Deadlines

Initial Compliance Period: Local agency officials in local agency service as of January 1, 2006 (except for officials whose term of office ends before January 1, 2007), must complete their training by December 31, 2006. For local agency officials who commence service after January 1, 2006, they must complete their training by no later than one year after their first day of service in public office.¹

Subsequent Compliance Periods: After the initial training, each official must complete a training course once in each subsequent two-year period.

Learning Objectives

The Attorney General would encourage every course preparer to assure that his or her course content will satisfy the following desirable objectives:

- (1) Alert officials to the kinds of financial interests, relationships and/or activities that may either be prohibited or trigger disclosure or disqualification obligations under ethics laws described in Government Code section 53234(d).
- (2) Advise officials to 1) avoid prohibited activities, 2) comply with disclosure, disqualification and other affirmative ethics law requirements, and 3) consult with qualified legal counsel and/or regulatory authorities regarding the specifics of any situation that may involve prohibited or required conduct.
- (3) Note that ethics laws create minimum standards for ethical conduct by public officials; the public's expectations and ethics principles are likely to create a higher standard for behavior.
- (4) Advise participants of the legal and other consequences of violating ethics laws.
- (5) Include examples of conduct scenarios that are covered by the ethics laws in question.

¹ Government Code section 53235.1(b) provides as follows:

Each local agency official who commences service with a local agency on or after January 1, 2006, shall receive the training required by subdivision (a) of Section 53235 no later than one year from the first day of service with the local agency.

Proof of Participation

Government Code section 53235.2 requires local agency officials to maintain records that indicate both the dates of training and the entity that provided the training. These records are disclosable public records and must be maintained for five years after the training.

**XAVIER BECERRA***Attorney General*

Ethics Training Courses

Home / *Ethics Training Courses*

Free online courses are available to satisfy laws requiring ethics training for state and local officials. Officials should be aware that the state officials ethics course will not satisfy the Assembly Bill 1234 local officials ethics course requirements and vice versa.

For State Officials

California law requires state officials to complete an ethics training course within six months of being hired. If your service is ongoing, you must complete the course once during each two-year period. The two-year period begins with an odd-numbered year, for example, 2017-18, 2019-20, etc. To help state officials meet this requirement, the Attorney General's Office and the Fair Political Practices Commission have developed the State Officials - Ethics Training Course. State officials who wish to use this course to satisfy their mandatory ethics training requirement should check with their agency to ensure additional training is not required.

For Local Officials

Cities, counties and special districts in California are required by law (AB 1234,

Chapter 700, Stats. of 2005) to provide ethics training to their local officials. The state Fair Political Practices Commission has made the AB 1234 Local Ethics Training available to satisfy the local officials ethics training requirement.

Other local officials ethics training courses may be available from commercial enterprises, nonprofit organizations or a local agency's own legal counsel. Persons preparing local officials ethics training courses should review the Attorney General's guidelines, pdf.

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COMMISSIONER INFORMATION



YOUR BEST PROTECTION

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January 13, 2021

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2029 East Avenue Q
Palmdale, CA 93550-4050

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Antelope Valley State Water Contractors Association (A013) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2021.

Sincerely,

A handwritten signature in cursive script that reads "Jerry Gladbach".

E.G. "Jerry" Gladbach
President

Enclosure: President's Special Recognition Award(s)

Core Values

- *People*
- *Service*
- *Integrity*
- *Innovation*

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Antelope Valley State Water Contractors Association

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2016 - 09/30/2019
announced at the Board of Directors' Meeting in a Virtual Meeting.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2020