

**AVSWCA**

Antelope Valley State Water Contractors Association

www.avswca.org**COMMISSIONERS**

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LEO THIBAUT, *Treasurer-Auditor*
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OFFICERS

MATTHEW R. KNUDSON, *General Manager*
TOM BARNES, *Controller*
DANIELLE HENRY, *Administrative Assistant*

April 7, 2014

***Agenda for the Regular Meeting of the
Commissioners of the Antelope Valley State Water Contractors
Association to be held at the Palmdale Water District's office
at 2029 East Avenue Q, Palmdale
Thursday, April 10, 2014
6:30 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) Public comments for items not on the agenda.
- 4) Consideration and possible action on minutes of regular meeting held February 27, 2014.
- 5) Payment of bills.

- 6) Consideration and possible action on legal counsel representation for the AVSWCA.
(General Manager Knudson/Ad Hoc Committee)
- 7) Consideration and possible action on professional services agreement with RMC Water and Environment to provide As-Needed Services related to the completion of the Antelope Valley Integrated Regional Water Management Plan (IRWMP) Update.
(General Manager Knudson)
- 8) Report of General Manager.
 - a) Update on the AVSWCA AB 1234 Training.
 - b) Update on Antelope Valley IRWMP.
 - c) Evaluation on participation in the Antelope Valley Home Show.
- 9) Report of Controller.
- 10) Reports of Commissioners.
- 11) Report of Attorney.
- 12) Commission members' requests for future agenda items.
- 13) Consideration and possible action on scheduling the next Association meeting.
- 14) Adjournment.

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION COMMISSION MEMORANDUM

DATE: April 7, 2014

April 10, 2014

TO: AVSWCA Commissioners

Commission Meeting

FROM: Matthew R. Knudson, General Manager

RE: ***AGENDA ITEM NO. 5 – PAYMENT OF BILLS***

Recommendation:

Staff has reviewed and recommends payment of the attached invoice from the Palmdale Water District in the amount of \$1,201.93. This invoice includes labor charges of \$1,001.93 for Matthew Knudson (General Manager), Dawn Deans (Executive Assistant), Danielle Henry (Administrative Assistant), and Gene Taylor (Finance) for the period of February 23, 2014 through March 26, 2014 as well as ratification of a \$200.00 payment to the Antelope Valley Fair Association for booth at the A.V. Home Show.



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 •

Telephone (661) 947-4111

Fax (661) 947-8604

www.palmdalewater.org

Board of Directors

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Division 5

ALESHIRE & WYNDER LLP
Attorneys



April 07, 2014

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

RE: CHARGES FOR STAFF TIME IN PREPARING AGENDAS, MINUTES,
ETC. FOR FEBRUARY 23 THRU MARCH 22, 2014. INCLUDES HOME
& GARDEN SHOW BOOTH

<u>Labor: (Pay period beginning date)</u>	<u>Amount</u>
02-23-14 15.50 Hrs.	637.56
03-09-14 7.50 Hrs.	364.37
TOTAL LABOR	1,001.93

Ratification:

03-07-14	A.V. Fair Home & Garden Show Booth	200.00
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TOTAL DUE \$ 1,201.93

If you have any questions please contact me at 661-456-1021.

Sincerely,


DENNIS J HOFFMEYER, Senior Accountant
/djh

(Work order # PWD09ADMAVSCA
Please Credit GL# 1-00-3030-000

Providing high quality water to our current and future customers at a reasonable cost.

26TH ANNUAL ANTELOPE VALLEY FAIRGROUNDS **Home Show**

The Antelope Valley Fair will welcome spring by producing the 26th annual Home Show to be held on March 21st, 22nd, & 23rd, 2014. This will be the only Home Show held at the Antelope Valley Fairgrounds for the 2014 season.

In addition to keeping the discounted commercial space rates we offered last year to help businesses that have been hurt by the slow economy, we are again making admission to this years' Home Show, FREE (Parking: \$5.00).

If you are interested in applying for space, please complete the enclosed application and return it immediately as spaces are limited. **A deposit of \$100 is required with the application and will be applied to your booth cost. APPLICATIONS WILL NOT BE ACCEPTED WITHOUT A DEPOSIT.**

Please call the fair office for more information on the **Ultimate Garden Give-away**, , and open **Seminar & Presentation** time slots to conduct demonstrations from your booth or other Fair designated area.

All cancellations must be made in writing. Refunds will be returned as follows:

60 days or more prior to event = 50% of total amount paid will be refunded
31-59 days prior to event = 25% of total amount paid will be refunded
30 days or less = **NO REFUND**

Space rates are as follows:

Inside Booths:	Outside Booths:	Crafter Booths:	Non Profit Booths:
Inline 10'x 10'....\$500	10'x10'....\$600	10'x10'....\$200	10' x 10'\$200
Corner 10'x10'... \$600			

PLEASE NOTE: This is an application **ONLY** and **NOT** a rental agreement. Please fill out and return the enclosed application with your deposit made payable to Antelope Valley Fair.

Mail to:

Antelope Valley Fair
2551 West Avenue H., Suite 102 • Lancaster, CA 93536
Fax: 661 942-2135

ANTELOPE VALLEY FAIR ASSOCIATION

2551 West Avenue H, Ste 102
Lancaster, CA 95356
Phone 661-948-6060

FairOff - 4275

Receipt

\$200.00**AV State Water Contractors Assn**

Date: 3/7/2014

Receipt Type: Credit Cards

Reference: Credit Cards

14-138H

Description

Amount

14-138H

200.00

Antelope Valley Fair
2551 W. Avenue H
Lancaster, CA 93536
661.948.6060
www.avfair.com

SALE
ENTRY METHOD: [5]
TRANS ID: KEYED
BATCH # 0005
MERCHANT ID: 784
TERMINAL ID: 000002089165
Acct number: XXXXXXXXXX4474 3925
CARD TYPE: VISA
DATE: 03/07/14 17:23
APPROVAL CODE: 094444
AVS: NOT PERFORMED
CVV RESP: M
VISA/MC REF#: 084067049923512
REFERENCE #: 406701000387
TOTAL: \$200.00

I AGREE TO PAY ABOVE TOTAL
AMOUNT ACCORDING TO CARD
ISSUER AGREEMENT. (MERCHANT
AGREEMENT IF CREDIT VOUCHER)

WE APPRECIATE YOUR BUSINESS!

=== CUSTOMER COPY ===

RENTAL AGREEMENT

AGREEMENT NO. 14-138H

DATE: 3/10/2014

☐ Fair time
☒ Interim

THIS AGREEMENT by and between the **ANTELOPE VALLEY FAIR ASSOCIATION, 50TH DISTRICT AGRICULTURAL ASSOCIATION AND JOINT POWERS AUTHORITY**, hereinafter called the Association, and **Antelope Valley State Water Contractors Association, called Rentor**,
WITNESSETH:

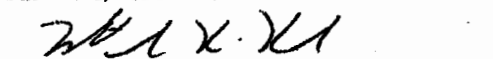
1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on **March 21, 2014** and ending on **March 23, 2014, Set-up March 20-21, 2014**.
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Spaces to be determined by management, 10'10' and containing approximately 100 square feet located in the Van Dam Pavilion.**
3. The purposes of occupancy shall be limited to:
Promote Water Company. Booth must be manned during show hours. NO EXCEPTIONS.
and shall be for no other purpose or purposes whatsoever.
4. Rentor agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below.
Upon signing of contract, the full amount is due and payable on or before February 28, 2014.
The full amount of the contract is \$200.00. All deposits will be applied to balance due.
5. Rentor agrees to pay fees required by Association for and to guarantee the payment of:
 - (a) Any money which may be payable to Association under this agreement
 - (b) Any damage to Fair property; and utility charges, if any
 - (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association
 - (d) In the event that you default on this agreement (by failing to make the agreed upon payments, or if your payment is dishonored by your bank or credit card company) and your account is turned over for collections, you will be responsible for all attorneys fees and collection costs arising out of this agreement
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of association.
13. Special Provisions: Provisions of the attached Exhibit A; Exhibit B, Standard Contract Terms & Conditions; Exhibit C, Insurance Statement; Exhibit D, State Fire Marshal Exhibit and Home Show Information are herein made a part of this agreement.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in quadruplicate, by and on behalf of the parties hereto the day and year first above written.

Antelope Valley Fair
2551 West Avenue H, Suite 102
Lancaster, CA 93536


Contract Department

Antelope Valley State Water Contractors Assn
2029 East Avenue Q
Palmdale, CA 93550


Rentor Signature



February 7, 2014

Mr. Matthew Knudson
General Manager
Antelope Valley State Water Contractors Association
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Subject: Antelope Valley IRWMP As-Needed Services

Dear Mr. Knudson:

RMC is pleased to submit this proposal to assist the Antelope Valley State Water Contractors Association (AVSWCA) with as-needed tasks related to the completion of the Antelope Valley Integrated Regional Water Management Plan (IRWMP) Update.

Over the past two years, RMC has worked with stakeholders to complete the Antelope Valley IRWMP Update and has completed successful grant funding applications for Proposition 1E Round 1, Proposition 84 Planning, and Proposition 84 Implementation Round 2 for the Region. With the Antelope Valley IRWMP Update complete, the AVSWCA is in need of additional support to ensure successful approval by the Department of Water Resources (DWR) and successful implementation of the plan. Once approved by DWR, there are supplementary tasks that may require RMC's expertise, including support for the Regional Water Manager Group (RWMG) members in adopting the IRWMP and support for the Proposition 84 Round 3 application process in late 2014.

Scope of Work – Task Description

The scope of work to be performed by RMC may include, but is not limited to, the following activities:

- Coordinate/monitor DWR review of the IRWMP
- Attend stakeholder meetings as needed
- Provide support as needed for members of RWMG in their adoption of the IRWMP Update
- Advise on action items for Proposition 84, Round 3

Key Project Personnel

Project personnel for this work will include Brian Dietrick, Dawn Flores, and Brenda Ponton. The staff will bring the following expertise to the project:

2400 Broadway
Suite 300
Santa Monica, CA 90404
ph: 310.566.6460
fax: 310.566.6461
www.rmewater.com

*Innovative Solutions for
Water and the Environment*

- Brian has over 20 years of experience in planning and design for water resources, wastewater, and recycled water projects. He has been involved with the Antelope Valley RWMG for a number of years, and most recently managed the team responsible for updating the Antelope Valley IRWMP. He also led the successful applications for Prop. 50 Round 1, Prop. 84 Planning, and Prop. 84 Round 2 Implementation grants in the Region.
- Dawn brings experience in water resources planning, grant writing, water quality evaluation, advanced data analysis, and water resources modeling. She was responsible for helping the following IRWM Regions to meet new climate change requirements promulgated by DWR: Antelope Valley, Greater Los Angeles County, San Diego County, Santa Barbara County, Coachella Valley, and Upper Santa Margarita Watershed.
- Brenda is a water resources planner experienced in integrated water resources planning, water supply assessment, and water quality data analysis. She assisted in the update of the Antelope Valley IRWMP and the Upper Santa Margarita Watershed IRWMP.

Budget

Table 1 below provides a breakdown of hours and costs per project participant and is for budgeting purposes only. This budget assumes that no more than 40 hours will be used for this work and that up to six trips will be made to the Region for meeting attendance (as needed). To the extent possible, conference calls will be utilized in lieu of meetings.

Table 1. Task Budget

Firm	Name	Position	Rate	Hours	Total Cost
RMC	Brian Dietrick	Project Manager	\$236	24	\$5,664
RMC	Dawn Flores	Climate Change Tech.	\$194	4	\$776
RMC	Brenda Ponton	Project Planner	\$146	12	\$1,752
RMC	Other Direct Costs (ODC) ¹	--	--	--	\$450
			TOTAL	40	\$8,642

1. ODCs such as mileage (rates will be those allowed by current IRS guidelines) will be billed at actual cost plus 10%.

Schedule & Deliverables

The proposed schedule for the as-needed services related to the Antelope Valley IRWMP is six months beginning Feb. 17th and ending Aug. 15th of 2014. Deliverables submitted by RMC may include, but are not limited to, draft notes from stakeholder meetings and conference calls facilitated by RMC. Other deliverables may be determined by RMC and AVSWCA as needed.

We look forward to proceeding with this work. Please call me at 310.566.6460 if you have any questions.

Sincerely,



Brian Dietrick
Principal-in-Charge