

**AVSWCA**

Antelope Valley State Water Contractors Association

[www.avswca.org](http://www.avswca.org)**COMMISSIONERS**

GORDON DEXTER  
Chair

BARBARA HOGAN  
Vice Chair

ANDY RUTLEDGE  
Secretary

LEO THIBAUT  
Treasurer-Auditor

GEORGE LANE  
Commissioner

KATHY MAC LAREN  
Commissioner

March 12, 2012

**OFFICERS**

MATTHEW R. KNUDSON  
General Manager

TOM BARNES  
Controller

DAWN DEANS  
Executive Assistant

***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, March 15, 2012***

***6:30 p.m.***

**NOTE:** To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Dawn Deans at 661-947-4111 x103 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 Dawn Deans at 661-947-4111 x103 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) Approval of minutes of regular meeting held February 16, 2012.
- 5) Payment of bills.

- 6) Presentation from the Association of California Water Agencies on their services and activities and presentation to member agencies of liability program rebate funds. (Commissioner Lane/Andy Sells)
- 7) Consideration and possible action on Resolution No. 2012-1 being a Resolution of the Commissioners of the AVSWCA Placing in Nomination Linda Godin as a Member of the Association of California Water Agencies Region 8 Board as a Board member.
- 8) Consideration and possible action on regional control of water from the State Water Project. (General Manager Knudson)
- 9) Consideration and possible action on agency interest in funding a feasibility study for development of a joint recharge/water banking project on the east side of the Antelope Valley. (General Manager Knudson)
- 10) Consideration and possible action on the AVSWCA website. (Controller Barnes)
- 11) Report of General Manager.
  - a) Status report on separate bank account for grant funds.
  - b) Status report on payment to the Association for management of grant funds.
  - c) Status report on updating the 2007 Integrated Regional Water Management Plan.
  - d) Status report on tour of Sanitation District facilities.
- 12) Report of Controller.
- 13) Reports of Commissioners.
  - a) Designation of ACWA/JPIA Representative.
- 14) Report of Attorney.
- 15) Commission members' requests for future agenda items.
- 16) Consideration and possible action on scheduling the next Association meeting.
- 17) Adjournment.

# ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION COMMISSION MEMORANDUM

**DATE:** March 12, 2012  
**TO:** AVSWCA Commissioners  
**FROM:** Matthew R. Knudson, General Manager  
**RE:** *AGENDA ITEM NO. 5 – PAYMENT OF BILLS*

March 15, 2012  
Commission Meeting

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**Recommendation:**

Staff has reviewed and recommends approving the attached invoice from the Palmdale Water District in the amount of \$1,094.34. This invoice includes labor charges for Matthew Knudson (General Manager), Dawn Deans (Executive Assistant), Gene Taylor (Finance), and Danielle Doll (Administrative Assistant) for the periods of January 29, 2012 through February 24, 2012.

Staff has reviewed and recommends approving the attached invoice from the Antelope Valley East Kern Water Agency in the amount of \$469.12. This invoice includes labor charges for Tom Barnes (Controller) for the period of February 1 through February 29, 2012.

Staff has reviewed and recommends payment of the attached invoice from The United States Department of the Interior in the amount of \$14,262.50 for the quarterly billing for cooperative water resources investigations in the Antelope Valley State Water Contractors Association (AVSWCA) area, per a Joint Funding Agreement between AVSWCA and the U.S. Geological Survey.



# PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 •

Telephone (661) 947-4111

Fax (661) 947-8604

[www.palmdalewater.org](http://www.palmdalewater.org)

## Board of Directors

ROBERT E. ALVARADO  
Division 1

GORDON G. DEXTER  
Division 2

GLORIA DIZMANG  
Division 3

KATHY MAC LAREN  
Division 4

STEVE R. CORDOVA  
Division 5

LAGERLOF, SENEAL, GOSNEY & KRUSE LLP  
Attorneys



March 07, 2012

## ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

RE: CHARGES FOR STAFF TIME IN PREPARING AGENDAS, MINUTES,  
ETC. FOR JANUARY 29 THRU FEBRUARY 24, 2012.

<u>Labor: (Pay period beginning date)</u>	<u>Amount</u>
01-29-12 5.50 Hrs.	294.58
02-12-12 14.50 Hrs.	736.58
1.00 Hr. O.T.	63.18
TOTAL LABOR	1,094.34

TOTAL DUE

\$1,094.34

If you have any questions please contact me at 661-456-1014.

Sincerely,

*Yolanda T. RadoVIC*

YOLANDA T. RADOVIC, Accounting Assistant II  
/ytr

(Work order # PWD09ADMAVSCA

Please Credit GL# 1-00-3030-000

3/12/12  
OK TO PAY  
m.x.

**BOARD OF DIRECTORS**

GEORGE M. LANE  
Division 4  
President

KEITH DYAS  
Division 2  
Vice President

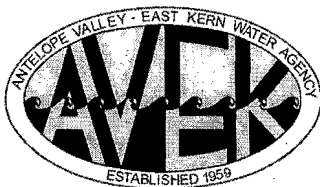
CHARLIE O'LOUGHLIN  
Division 1

FRANK S. DONATO  
Division 3

ANDY D. RUTLEDGE  
Division 5

MARLON BARNES  
Division 6

DAVID RIZZO  
Division 7



A PUBLIC AGENCY

**OFFICERS**

DAN FLORY  
General Manager

HOLLY H. HUGHES  
Secretary-Treasurer

March 7, 2012

Antelope Valley State Water Contractors Assoc.

Re: **Invoice of Charges for Staff**  
**Tom Barnes - Controller**  
**February, 2012**

**Total: \$469.12**

**RECEIVED**  
MAR 07 2012

Period	Hours	Amount	Notes
February 1, 2012 thru February 29, 2012	8	\$ 469.12	AVSWCA meeting preparation, meeting w/ GM re: regional water, IES website update/communications. Commissioner communications.
<b>Total:</b>	<b>8</b>	<b>\$ 469.12</b>	

3/12/12  
OK TO PAY  
m.x.

UNITED STATES DEPARTMENT OF THE INTERIOR  
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: United States Geological Survey  
Billing Contact: Tammy Seubert Phone: (916) 278-3040

Bill #: 90046446  
Date: 09/09/2011  
Due Date: 11/08/2011

Remit Payment To: United States Geological Survey  
P.O. Box 71362  
Philadelphia, PA 19176-1362

Payer: Mr. Tom Barnes  
ANTELOPE VALLEY STATE  
WATER CONTRACTORS ASSOCIATION  
2029 EAST AVENUE Q  
PALMDALE CA 93550

Additional forms of payment may be accepted. Please email [gdata@usgs.gov](mailto:gdata@usgs.gov) or call 703-648-7605 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ \_\_\_\_\_

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
09/09/2011	This is a quarterly billing for cooperative water resources investigations in the Antelope Valley State Water Contractors Association area, per a Joint Funding Agreement between the Antelope Valley State Water Contractors Association and the U.S. Geological Survey. This Joint Funding Agreement is dated June 28th, 2010 and was accepted by the Antelope Valley State Water Contractors Association on March 16, 2011. Quarterly billings cover the following periods: November 1 - January 31 February 1 - April 30	1	14,262.50	1	14,262.50

Amount Due this Bill: 14,262.50

Accounting Classification:  
Sales Order: 8263  
Sales Office: GWZG  
Customer Number: 6000001010  
TIN: 954753654

3/12/12  
OK TO PAY  
m.x.

UNITED STATES DEPARTMENT OF THE INTERIOR  
DOWN PAYMENT (BILL) REQUEST

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WATER CONTRACTORS ASSOCIATION  
2029 EAST AVENUE Q  
PALMDALE CA 93550

Additional forms of payment may be accepted. Please email [gdata@usgs.gov](mailto:gdata@usgs.gov) or call 703-648-7605 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ \_\_\_\_\_

Date	Description	Qty	Unit Price		Amount
			Cost	Per	
	May 1 - July 31 August 1 - October 31  11W4CAD43000				

Amount Due this Bill: 14,262.50

Accounting Classification:  
Sales Order: 8263  
Sales Office: GWZG  
Customer Number: 6000001010

TIN: 954753654

RESOLUTION NO. 2012-1

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION  
PLACING IN NOMINATION LINDA GODIN AS A  
MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
REGION 8 BOARD OF DIRECTORS**

WHEREAS, the Board of Commissioners of the Antelope Valley State Water Contractors Association encourages and supports the participation of its members in the affairs of the Association of California Water Agencies (ACWA); and

WHEREAS, Linda Godin, an individual and former Commissioner, has indicated a desire to serve as a Board Member of ACWA Region 8;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION:

- (i) Does place its full and unreserved support in the nomination of Linda Godin for Board Member of ACWA Region 8.
- (ii) Does hereby determine that the Antelope Valley State Water Contractors Association assumes no liability, no responsibility, and will provide no expense reimbursement or compensation for or on behalf of Linda Godin per action taken by the Board of Commissioners at its January 19, 2012 meeting.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Gordon Dexter, Chair

ATTEST:

\_\_\_\_\_  
Andy Rutledge, Secretary



CERTIFICATION:

I, Andy Rutledge, Secretary to the Board of Commissioners of the Antelope Valley State Water Contractors Association, hereby certify that the foregoing Resolution was introduced at a regular meeting of the Board of Commissioners of said Association held on the 15th day of March, 2012 and was adopted at that meeting by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

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Andy Rutledge, Secretary



# AVSWCA

Antelope Valley State Water Contractors Association

[www.avswca.org](http://www.avswca.org)

## **COMMISSIONERS**

GORDON DEXTER  
Chair  
BARBARA HOGAN  
Vice Chair  
ANDY RUTLEDGE  
Secretary  
LEO THIBAUT  
Treasurer-Auditor  
GEORGE LANE  
Commissioner  
KATHY MAC LAREN  
Commissioner

## **OFFICERS**

MATTHEW R. KNUDSON  
General Manager  
TOM BARNES  
Controller  
DAWN DEANS  
Executive Assistant

January 25, 2012

Ms. Linda Godin  
4305 Casimo Court  
Palmdale, CA 93552

Dear Linda:

This is to inform you that the Commissioners for the Antelope Valley State Water Contractors Association took unanimous action at their January 19, 2012 meeting to approve your request for sponsorship to continue your role as an ACWA Region 8 Board member for the remainder of your term provided the Association incurs no liability, no responsibility, and no expenses or compensation from this sponsorship. In addition, the Commissioners have requested you attend Association meetings on a periodic basis and provide reports on your activities on the ACWA Region 8 Board and Committees.

Association meetings continue to be held the second Thursday of each month at 6:30 p.m. Please contact me at 661-456-1018 to agendaize your reports to the Commissioners.

Very truly yours,

MATTHEW KNUDSON,  
General Manager

MRK/dd

cc: AVSWCA Commissioners/Alt. Commissioners

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION  
JANUARY 19, 2012  
SPECIAL MEETING

from AVEK in the amount of \$395.06 for staff services; and from The Rogee Company, Inc. in the amount of \$45.00 for the monthly web site subscription. The motion was seconded by Commissioner Rutledge and unanimously carried.

**6) Consideration and Possible Action on Election of Officers.**

It was moved by Commissioner Rutledge, seconded by Commissioner Hogan, and unanimously carried that the Commissioners for the Association are as follows:

Gordon Dexter, Chair  
Barbara Hogan, Vice Chair  
Leo Thibault, Treasurer-Auditor  
Andy Rutledge, Secretary  
George Lane, Commissioner  
Kathy Mac Laren, Commissioner

**7) Consideration and Possible Action on Sponsorship of Linda Godin to Continue on Association of California Water Agencies (ACWA) Region 8 Board.**

After a brief discussion of the Association of California Water Agencies (ACWA) Region 8 Board member role and of Linda Godin's request for sponsorship resulting in no liability, no responsibility, and no expenses or compensation from the Association, it was moved by Commissioner Lane, seconded by Commissioner Rutledge, and unanimously carried that the Antelope Valley State Water Contractors Association become the sponsoring agency for Linda Godin to continue her role as an ACWA Region 8 Board member for the remainder of her term.

It was then requested that Ms. Godin attend AVSWCA meetings and provide periodic reports to the Commissioners on her ACWA Region 8 Board and Committee activities.

**8) Consideration and Possible Action on Regional Control of Water From the State Water Project. (General Manager Knudson)**

General Manager Knudson informed the Commissioners that a meeting was held with Attorney Lemieux, General Manager Bones, and Controller Barnes to discuss various options for regional control of the water from the State Water Project; that Attorney Lemieux has drafted an agreement for submittal to the Department of

**State of California  
Natural Resources Agency  
DEPARTMENT OF WATER RESOURCES**

**MULTI-YEAR EXCHANGE AGREEMENT AMONG  
THE DEPARTMENT OF WATER RESOURCES OF THE  
STATE OF CALIFORNIA,  
ANTELOPE VALLEY EAST KERN WATER AGENCY,  
PALMDALE WATER DISTRICT, AND  
LITTLEROCK CREEK IRRIGATION DISTRICT**

**SWPAO # \_\_\_\_\_**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California, among the Department of Water Resources of the State of California, herein referred to as "DWR," Antelope Valley East Kern Water Agency, herein referred to as "AVEK," Palmdale Water District, herein referred to as "PWD," and Littlerock Creek Irrigation District, herein referred to as "LCID." The parties may be referred to collectively as "Parties." AVEK, PWD and LCID may be referred to as the "Water Purveyors."

WHEREAS, the Water Purveyors have executed contracts ("Water Supply Contracts") with the State of California, Department of Water Resources ("DWR") for the delivery of water from the State Water Project ("SWP") to their respective service areas; and

WHEREAS, all three Water Purveyors overlie portions of the same groundwater basin, and therefore the delivery of SWP water to any one of the three indirectly reduces demand for groundwater production from the common groundwater basin; and

WHEREAS, sound water resource management within their respective service areas calls for the coordinated use of common water supplies, including the occasional or periodic bona fide exchange of SWP water supplies between the three Water Purveyors as authorized by Article 56(f) of their respective Water Supply Contracts, subject to approval by DWR; and

WHEREAS, DWR is willing to approve bona fide exchanges of SWP water supplies between the Water Purveyors, or between any two of the three, in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

**1. Purpose and Scope.**

DWR approves the occasional or periodic delivery of a portion of a Water Purveyor's approved allocation of Table A water to another Water Purveyor, in exchange for the return of an equal quantity of future allocated Table A water from the Water Purveyor that received it. DWR may also approve the use of SWP water supplies other than Table A water based on circumstances in effect at the time of the request by the parties, and in such event this Agreement shall also apply to that water as if it were Table A water.

**2. Term.**

This Agreement is effective upon execution and shall provide for the exchange of Table A water between the Water Purveyors through December \_\_, \_\_\_\_.

At the request of the parties, and at DWR's direction, DWR may extend this Agreement for another five years to December \_\_, \_\_\_\_.

This Agreement shall terminate on December \_\_, \_\_\_\_, or upon the return of all water exchanged between the Water Purveyors and final payments to DWR of all costs attributable to this Agreement, whichever comes later. However, the liability, hold harmless, and indemnification obligations in this Agreement shall remain in effect until any claim or litigation concerning this Agreement asserted to or against the Parties arising out of this Agreement as of December 31, 2025, is finally resolved.

**3. Use of California Aqueduct Capacity.**

Conveyance of the water in the California Aqueduct shall be in accordance with a schedule reviewed and approved by DWR. Article 12(f) of the Parties' Water Supply Contracts shall govern the priority for delivery of such water. The Water Purveyors shall be responsible for demonstrable adverse impacts resulting from deliveries under this Agreement as determined by DWR.

#### **4. Water Delivery and Return.**

(a) Water Delivery:

(1) Pursuant to this Agreement, at the joint written request of any two Water Purveyors, DWR will deliver a portion of one Water Purveyor's allocation of Table A water normally scheduled for delivery to one of the other Water Purveyor. The water delivered pursuant to such request will be classified as the Table A water of the Water Purveyor from whose allocation the water is taken (hereinafter "Originating Purveyor"). The Water Purveyor that receives the Originating Purveyor's water shall schedule the return of an equal quantity of SWP water from its subsequent allocation(s) within the term of this Agreement.

(2) The delivery of Table A water shall be in accordance with schedules approved by DWR. DWR's approval will depend upon the times and amounts of the deliveries and the overall delivery capability of the SWP. DWR shall not be obligated to deliver water at times when such delivery would adversely impact SWP operations, facilities, and other SWP contractors' water costs.

(3) The Water Purveyors participating in the delivery of water for exchange pursuant to this Agreement shall coordinate with DWR in scheduling the deliveries.

(4) In any given year, the sum of deliveries scheduled under this Agreement, plus scheduled SWP deliveries, plus deliveries pursuant to any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based pursuant to the Water Supply Contract executed by the Originating Purveyor, unless DWR determines that such deliveries will not adversely impact SWP operations, or facilities, or other SWP contractors.

(b) Return Water Delivery:

(1) A quantity of water equal to that delivered by the Originating Purveyor shall be returned to the Originating Purveyor from future Table A water allocated to the water purveyor receiving the water (hereinafter "Receiving Purveyor") in the year that water is returned, pursuant to joint written request from the Originating Purveyor and the Receiving Purveyor. DWR shall deliver the return water to the Originating Purveyor at the turnout requested by the Originating Purveyor.

(2) The delivery of return water shall be in accordance with a schedule approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operation or facilities and other SWP contractors' water deliveries or costs.

(3) The Originating Purveyor and the Receiving Purveyor shall coordinate the scheduling and delivery of the return water.

(4) In any given year, the sum of deliveries scheduled under this Agreement, plus scheduled SWP deliveries, plus deliveries pursuant to any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based pursuant to Water Supply Contracts with DWR, unless DWR determines that deliveries will not adversely impact SWP operations, or facilities, or other SWP contractors.

**5. Delivery Schedules.**

(a) Water delivery schedules and revisions shall be in accordance with Article 12 of the Water Purveyors' Water Supply Contracts.

(b) The Water Purveyors shall submit revised monthly water delivery schedules for approval to the State Water Project Analysis Office, Water Deliveries Section, indicating timing and point of delivery requested pursuant to this Agreement with reference to SWPAO #. Revised schedules shall be sent by electronic mail to SWPDeliveries@water.ca.gov or by FAX to (916) 653-9628, Attention: Chief, Water Deliveries Section.

(c) The Water Purveyors shall submit weekly water schedules by 10:00 a.m. Wednesday, for the following week, Monday through Sunday, for the delivery of water pursuant to this Agreement indicating timing and point of delivery requested with reference to SWPAO #. Schedules shall be sent by electronic mail to SJFDwaterschedule@water.ca.gov or by FAX to (661) 858-0203, Attention: Chief, Water Operations Section.

(d) Weekly water schedules shall also be concurrently sent by electronic mail or faxed to the State Water Project Operations Control Office:

- (1) Operations Scheduling Section  
Water\_deliv\_sched@water.ca.gov  
FAX to (916) 574-2785, Attention: Chief, Operations Scheduling  
Section
- (2) Power Management and Optimization Branch  
Water\_deliv\_sched@water.ca.gov  
FAX to (916) 574-2785, Attention: Chief,  
Power Management and Optimization Branch
- (3) Pre-Scheduling Section  
Presched@water.ca.gov  
FAX to (916) 574-2781, Attention: Chief, Pre-Scheduling Section

## **6. Water Delivery Records.**

DWR will maintain yearly records accounting for the delivery of Table A water and any return delivery of Table A water in a given year for each Party. The Water Purveyors shall certify to DWR's State Water Project Analysis Office by January 31 of each year, the following monthly information for the previous calendar year:

- (a) The quantity of approved Table A water delivered under this Agreement;  
and
- (b) The net accumulated balance in the Exchange Account for each Party.

## **7. Charges.**

The Water Purveyors shall pay the following charges, including all future adjustments, which shall be calculated in the same manner as charges are calculated



for Table A deliveries and shall be in accordance with the provisions of their Water Supply Contracts with DWR, and as amended in the future. DWR shall determine charges for the year the water is delivered or returned.

(a) When a portion of Table A water supply is delivered, the Receiving Purveyor shall pay to DWR the charges associated with the delivery of the water from the Delta to the point of delivery. The charges associated with such delivery will be the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities Charge in effect for the year in which the water is delivered.

(b) When return water is delivered to the Originating Purveyor, the Originating Purveyor shall pay to DWR the charges associated with the delivery of the water from the Delta to the point of delivery. The charges associated with such delivery will be the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities Charge in effect for the year in which the water is delivered.

(c) In addition to the charges identified above, the Originating Purveyor or the Receiving Purveyor, as the case may be, shall pay to DWR any additional identified increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities pursuant to this Agreement.

## **8. Approvals.**

The delivery of water under this Agreement shall be contingent on, and subject to, necessary approvals, including any approvals of the Water Purveyors' Boards of Directors, and shall be governed by the terms and conditions of such approvals and other applicable regulations in effect at the time of delivery or return. The Water Purveyors shall be responsible for complying with all applicable laws and regulations and for securing any required consent, permit, or order. The Water Purveyors shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.

## **9. Liability.**

(a) DWR shall provide water delivery service through the SWP only, and assumes no liability for water delivered to the Water Purveyors under this Agreement beyond the designated point of delivery.

(b) The Water Purveyors are responsible for adverse impacts resulting from deliveries under this Agreement as determined by DWR. In itself, an increase or change in timing of deliveries to the Water Purveyors as a result of this Agreement shall not be considered an adverse impact.

(c) The Water Purveyors, jointly and severally, shall defend and hold DWR, its officers and employees harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers and employees for all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers and employees incur as a result of DWR providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR.

(d) If uncontrollable forces preclude DWR from delivering water to the Water Purveyors pursuant to this Agreement, partially or completely, then DWR is relieved from the obligation to deliver the water to the Water Purveyors, to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable force. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters.

## **10. No Modification of Contracts.**

This Agreement shall not be interpreted to modify the terms or conditions of Water Supply Contracts, as amended. The terms and conditions of the Water Supply Contracts apply to this Agreement, and in the event of inconsistency, the provisions of the Water Supply Agreements shall control.

## **11. Claims Dispute.**

If a dispute arises regarding interpretation or implementation of this Agreement, the Director of DWR, and the general managers of the Water Purveyors affected by the dispute shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute is unresolved, the Parties affected by the dispute shall use the service of a mutually acceptable consultant in an effort to resolve the dispute. The Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

**12. Assignment of Agreement.**

This Agreement is not assignable by all parties in whole or in part without written consent.

**13. Paragraph Headings.**

The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

**14. Terms to be Reasonable.**

Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

**15. No Modification of Agreement.**

No modification of the terms of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

**16. Signature Clause.**

The signatories represent they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

**17. Notices.**

Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

Department of Water Resources  
Of the State of California  
ATTN: Chief  
P. O. Box 92836  
Sacramento, CA 94236

Antelope Valley-East Kern Water Agency  
ATTN: General Manager  
6500 West Avenue N  
Palmdale, CA 93551-2855

Palmdale Water District  
ATTN: General Manager  
2029 East Avenue Q  
Palmdale, CA 93550-4050

Littlerock Creek Irrigation District  
ATTN: General Manager  
35141 87<sup>th</sup> Street East  
Littlerock, CA 93543

**18. Miscellaneous.**

(a) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(b) If an action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

(c) This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereby have caused this Agreement to be executed the date first above written.

**State of California  
Water  
Department of Water Resources**

**Antelope Valley East Kern  
Agency**

By: \_\_\_\_\_  
Robert B. Cooke, Chief

By: \_\_\_\_\_  
Dan Flory, General Manager

Attest:

Attest:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

Approved as to Form:

By: \_\_\_\_\_  
Chief Counsel

Approved as to Form:

By: \_\_\_\_\_  
Agency Counsel

**Palmdale Water District  
District**

By: \_\_\_\_\_  
Dennis D. LaMoreaux, General Manager

Attest:

By: \_\_\_\_\_  
Secretary

Approved as to Form:

By: \_\_\_\_\_  
District Counsel

**Little Rock Creek Irrigation**

By: \_\_\_\_\_  
Bradley J. Bones, General Manager

Attest:

By: \_\_\_\_\_  
Secretary

Approved as to Form:

By: \_\_\_\_\_  
District Counsel