



PALMDALE WATER DISTRICT
A CENTURY OF SERVICE

November 5, 2025

BOARD OF DIRECTORS

W. SCOTT KELLERMAN
Division 1

DON WILSON
Division 2

CYNTHIA SANCHEZ
Division 3

KATHY MAC LAREN-GOMEZ
Division 4

DEBBIE DINO
Division 5

DENNIS D. LaMOREAUX
General Manager

ALESHIRE & WYNDR LLP
Attorneys



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

MONDAY, NOVEMBER 10, 2025

6:00 p.m.

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

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at <https://www.palmdalewater.org/governance/board-activity/2025-meeting-agendas-minutes/> (Government Code Section 54957.5). 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 District to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

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

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public Comments for Non-Agenda Items.

- 5) Presentations:
 - 5.1) None at This Time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
 - 6.1) Approval of Minutes of Regular Board Meeting held October 27, 2025.
 - 6.2) Payment of Bills for November 10, 2025.
 - 6.3) Approval of Absence of President Mac Laren-Gomez from October 27, 2025 Regular Board Meeting due to Scheduled Vacation. (General Counsel Early)
 - 6.4) Approval to Cancel Second Regular Board Meeting in December, December 22, 2025, due to the District's Scheduled Holiday Closure. (No Budget Impact – General Manager LaMoreaux)
 - 6.5) Approval of Resolution No. 25-9 being a Resolution of the Board of Directors of the Palmdale Water District Approving the Antelope Valley State Water Contractors Association Restricted Funds Budget for the USGS/CASGEM Program for Fiscal Year 2025/2026. (\$4,929.00 – Budgeted – Finance Manager/AVSWCA Controller Iguaran)
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
 - 7.1) Consideration and Possible Action to Reschedule the First Regular Board Meeting in December from December 8 to December 15, 2025. (No Budget Impact – General Manager LaMoreaux)
 - 7.2) Consideration and Possible Action to Approve and Authorize the General Manager or His Designee to Execute a Contract with Access Limited for the Repainting of Water Levels at Littlerock Dam. (\$35,000.00 – Not-to-Exceed – Non-Budgeted – Project No. 25-289 – Facilities Manager Wall)
 - 7.3) Consideration and Possible Action to Approve and Authorize the General Manager or His Designee to Enter Into an Agreement for Transfer of Water Between Palmdale Water District and San Luis Obispo County Flood Control and Water Conservation District. (No Budget Impact – Resource and Analytics Director Bolanos)
 - 7.4) Consideration and Possible Action to Approve and Authorize the General Manager or His Designee to Enter Into a Second Agreement Amendment for the Sale and Transfer of Water Supplies from Palmdale Water District to the Westside Districts. (Potential Revenue – Resource and Analytics Director Bolanos)
 - 7.5) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance Within Budget Amounts Previously Approved in the 2025 Budget:
 - a) None at This Time.
- 8) Information Items:
 - 8.1) Reports of Directors:

- a) Standing Committees; Organization Appointments; Agency Liaisons:
 - 1) Antelope Valley East Kern Water Agency (AVEK) Meeting – October 28. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)
 - 2) Palmdale Fin & Feather Club Meeting – November 1. (Director Wilson/Director Kellerman, Alt.)
 - 3) Outreach Committee Meeting – November 3. (Director Dino/Director Sanchez/Director Wilson, Alt.)
- b) General Meeting Reports.
 - 8.2) Report of General Manager.
 - 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dh

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT, OCTOBER 27, 2025:

A regular meeting of the Board of Directors of the Palmdale Water District was held Monday, October 27, 2025, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District Office. President, Kathy Mac Laren-Gomez, called the meeting to order at 6:00 p.m.

1) Pledge of Allegiance/Moment of Silence.

At the request of Vice President Kellerman, Director Wilson led the Pledge of Allegiance followed by a moment of silence.

2) Roll Call.

Attendance:

Scott Kellerman, Vice President
Don Wilson, Treasurer
Cynthia Sanchez, Secretary
Debbie Dino, Assistant Secretary

Kathy Mac Laren-Gomez, President
--Absent

Others Present:

Dennis LaMoreaux, General Manager
Scott Rogers, Assistant General Manager
Paul Early, General Counsel
Viri Iguaran, Finance Manager
Wendell Wall, Facilities Manager
Shadi Bader, Engineering Manager
Judy Shay, Public Affairs Director
Trisha Guerrero, Management Analyst
1 member of the public

3) Adoption of Agenda.

It was moved by Director Wilson, seconded by Director Sanchez, and unanimously carried by all members of the Board of Directors present at the meeting to adopt the agenda, as written.

4) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

5) Presentations:

5.1) None at This Time.

There were no presentations.

6) Action Items – Consent Calendar: (The Public Shall Have an Opportunity to Comment on Any Action Item on the Consent Calendar as the Consent Calendar is Considered Collectively by the Board of Directors Prior to Action Being Taken.)

6.1) Approval of Minutes of Special Board Meeting held October 13, 2025.

6.2) Payment of Bills for October 27, 2025.

6.3) Approval to Ratify Compensation Scale Structure Update. (\$30,000.00 – Not-to-Exceed – Non-Budgeted for 2025 – Human Resources Director Garcia/Personnel Committee)

6.4) Approval of Resolution No. 25-8 being a Resolution of the Board of Directors of the Palmdale Water District Establishing Its Annual Investment Policy. (No Budget Impact – Finance Manager Iguaran)

6.5) Approval of Quitclaim Deed to Terminate Easement for A.P.N. 3053-023-005, Radnia Revocable Trust. (No Budget Impact – Engineering Manager Bader)

Vice President Kellerman announced the items included in the Consent Calendar after which it was moved by Director Wilson, seconded by Director Dino, and unanimously carried by all members of the Board of Directors present at the meeting to approve those items included in the Consent Calendar.

Resolution No. 25-8 is hereby made a portion of the minutes of this meeting.

7) Action Items - Action Calendar (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Board of Directors Prior to Action Being Taken.)

7.1) Consideration and Possible Action on Ratification of Amendment No. 1 to Contract with Energy Management Corporation to Repair Hydroelectric Turbine Generator. (\$44,000.00 – Non-Budgeted – Facilities Manager Wall)

Facilities Manager Wall provided an overview of the approved contract with Energy Management Corporation and the discovery of the bearings and housing needed to complete the repair of the hydroelectric turbine generator after which it was moved by Director Wilson, seconded by Director Sanchez, and unanimously carried by all members of the Board of Directors present at the meeting to approve ratification of Amendment No. 1 to the Contract with Energy Management Corporation to Repair the Hydroelectric Turbine Generator in the amount of \$44,000.00.

7.2) Consideration and Possible Action to Authorize the General Manager to Approve the Cost Estimate with Geocon West, Inc. to Provide Geotechnical Services for the Palmdale Ditch Conversion Project. (\$149,000.00 – Budgeted – Project No. 21-613 – Engineering Manager Bader)

Engineering Manager Bader provided a brief overview of the proposed services by Geocon West Inc. including geotechnical investigation and testing in preparation for the next phase of construction of the Palmdale Ditch Conversion Project after which it was moved by Director Dino, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to authorize the General Manager to approve the Cost Estimate with Geocon West, Inc. to provide Geotechnical Services for the Palmdale Ditch Conversion Project in the amount of \$149,000.00.

7.3) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance within Budget Amounts Previously Approved in the 2025 Budget:

a) California Society of Municipal Finance Officers (CSMFO) Annual Conference to be held February 24-27, 2026 in Palm Springs.

General Manager LaMoreaux provided a brief overview of the benefits of this conference including the understanding of financial practices at the state level, and after clarification of Finance staff attendance, it was moved by Director Sanchez, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to approve the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2025 Budget: California Society of Municipal Finance Officers (CSMFO) Annual Conference to be held February 24-27, 2026 in Palm Springs.

8) Information Items:

8.1) Finance Reports:

a) Status Report on Cash Flow Statement and Current Cash Balances as of September 2025. (Financial Advisor Egan/Finance Committee)

Finance Manager Iguaran provided an overview of the monthly Major Account Activity Report, the Quarterly Major Account Activity Report, and the Investment Funds Report through September 2025, including account transfers, capital

improvement funds, scheduled water revenue bond payments, interest received, and cash balances.

b) Status Report on Financial Statements, Revenue, and Expense and Departmental Budget Reports for September 2025. (Finance Manager Iguaran/Finance Committee)

She then reviewed in detail the Balance Sheet, the Balance Sheet Variance, the Income Statement, the Income Statement Variance, and the Departmental Reports for the period ending September 2025, including assets and liabilities, retained earnings, scheduled payments, capital improvement fees received, investments and interest earnings, and state and federal grant reimbursements, and stated that operating revenues are above the historical trend average at 88%; that expenses are below the historical trend average at 70.10%; and that two departments are above the traditional budgetary percentage of 75.33% due to electricity costs, waste disposal and chemical expenses, and annual contracted services followed by a brief discussion of lease receivables, of the District's solar projects, and of the increase in capital improvement revenue.

c) Status Report on Committed Contracts Issued. (Finance Manager Iguaran/Finance Committee)

She then provided a brief overview of the committed and uncommitted 2023A and 2024A Water Revenue Bond funds followed by a brief discussion of potential future projects.

d) Other Financial Reports. (Finance Manager Iguaran/Finance Committee)

1) Accounts Receivable Overview.

She then reported that as of September 30, the total outstanding balance for accounts 60 days delinquent was \$174,687.00.

2) Revenue Projections.

She then stated that based on selling 15,000 AF of water, 2025 revenue is ahead of projections by approximately \$3.4 million as of September 30.

8.2) Reports of Directors:

a) Standing Committees; Organization Appointments; Agency Liaisons:

1) Antelope Valley East Kern Water Agency (AVEK) Meeting – October 14. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)

Director Dino reported that on October 14, she attended the AVEK Board Meeting where they discussed submitting a letter to Supervisor Kathryn Barger regarding the formation of a publicly elected oversight board to represent Los Angeles County Water Works Districts 37 and 40.

2) Palmdale Fin & Feather Club Meeting – October 18. (Director Wilson/Director Kellerman, Alt.)

Directors Kellerman and Wilson reported that the October 18 Palmdale Fin & Feather Club Meeting was cancelled.

3) Finance Committee Meeting – October 21. (Director Wilson, Chair/Director Kellerman/Director Sanchez, Alt.)

Director Wilson reported that on October 21, he attended the Finance Committee Meeting and that a written report has been distributed.

b) General Meetings Reports of Directors.

Director Kellerman reported that on October 16, he attended the United Water Conservation District (UWCD) 2025 Water Sustainability Summit in Oxnard where he enjoyed a presentation on the upcoming Santa Felicia Dam Safety Improvement Project; that on October 21, he attended the Finance Committee Meeting; and that on October 23, he attended a Board Briefing.

Director Wilson reported that on October 16, he attended the UWCD 2025 Water Sustainability Summit and that he enjoyed the presentation by the keynote speaker Samantha Barncastle; that on October 21, he attended the Finance Committee Meeting; and that on October 23, he attended a Board Briefing.

Director Sanchez reported that on October 22, she attended a CSDA Webinar regarding Special Districts Resilience Summit; that on October 23, she attended a Board

Briefing; and that on October 26, she attended a CSDA Webinar regarding Best Practices for Board and Staff Roles.

Director Dino reported that on October 14, she attended the AVEK Board Meeting; that on October 16, she attended the UWCD 2025 Water Sustainability Summit and was very impressed with the keynote speaker's advocacy for agriculture which shares a similar focus as her Kids Feeding Kids non-profit with educating inner-city children on the importance of water, farming and raising livestock; that on October 23, she attended a Board Briefing; that on October 24, she attended a CSDA Webinar regarding Board Director and District Liability Issues; that on October 27, she is attending the PWD Regular Board Meeting; and that on October 28, she will be attending the AVEK Board Meeting.

8.3) Report of General Manager.

a) Department Activity Updates:

1) Finance Department. (Finance Manager Iguaran)

Finance Manager Iguaran provided an overview of the current and projected Finance Department activities including automation of monthly reporting and Finance calendar events, streamlining of the meter exchange program with Customer Care staff, and the progress on the Paylocity implementation and stated that 262,099 bills were processed, 236 delinquent accounts were sent to collections, and 3,014 shut-offs for non-payment were completed this year and that 283 liens have been released since the Covid-19 pandemic.

b) October 2025 Written Report of Activities through September 2025.

General Manager LaMoreaux stated that a written report was provided with the agenda packet and highlighted the District's groundwater production rights and carry over water, the precipitation contributions in the Oroville and San Luis Reservoirs, and the District's overall reduced number of mainline leaks in 2025, and stated that the District's Response to Request for Expressed Interest (RFEI) in the Operation and Maintenance of Littlerock Reservoir Recreation Area has been submitted.

8.4) Report of General Counsel.

General Counsel Early stated that there are no legislative updates at this time.

9) **Board Members' Requests for Future Agenda Items.**

There were no requests for future agenda items.

10) **Adjournment.**

There being no further business to come before the Board, the meeting was adjourned at 6:57 p.m.

Secretary



BOARD MEMORANDUM

DATE: November 10, 2025
TO: **BOARD OF DIRECTORS**
FROM: Mr. Paul Early, General Counsel
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***APPROVAL OF ABSENCE OF PRESIDENT MAC LAREN-GOMEZ FROM OCTOBER 27, 2025 REGULAR BOARD MEETING DUE TO SCHEDULED VACATION. (GENERAL COUNSEL EARLY)***

President Mac Laren-Gomez was absent from the October 27, 2025 Regular Board Meeting due to a scheduled vacation. Agenda Item No. 6.3 has been placed on the Consent Calendar to excuse this absence pursuant to Section 4.07.2 of the District's Rules and Regulations which states, "The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next Regular Board meeting."



BOARD MEMORANDUM

DATE: November 10, 2025
TO: BOARD OF DIRECTORS
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *APPROVAL TO CANCEL THE SECOND REGULAR BOARD MEETING IN DECEMBER, DECEMBER 22, 2025, DUE TO THE DISTRICT'S SCHEDULED OFFICE CLOSURE. (NO BUDGET IMPACT – GENERAL MANAGER LaMOREAUX)*

Recommendation:

Staff recommends that the second Regular Board Meeting in December, December 22, 2025, be cancelled due to the scheduled office closure.

Alternative Options:

The second Regular Board Meeting in December could be rescheduled to an earlier time in December.

Impact of Taking No Action:

The second Regular Board Meeting in December will require the temporary opening of the District office and staff available for the meeting.

Background:

For the past several years, the District has closed in the time around Christmas and New Year's with the Board of Directors cancelling the second Regular Board Meeting in December due to this closure. This year's closure begins December 22, 2025 with the office reopening December 29, 2025.

Strategic Plan Initiative:

This item is under Strategic Initiative No. 5 – Regional Leadership.

Budget:

Cancelling the second Regular Board Meeting in December will not affect the budget.



BOARD MEMORANDUM

DATE: November 10, 2024
TO: **BOARD OF DIRECTORS**
FROM: Mrs. Viridiana Iguaran, Finance Manager/CFO
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***APPROVAL OF RESOLUTION NO. 25-9 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT APPROVING THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION RESTRICTED FUNDS BUDGET FOR THE USGS/CASGEM PROGRAM FOR FISCAL YEAR 2025/2026. (\$4,929.00 – BUDGETED – FINANCE MANAGER/AVSWCA CONTROLLER IGUARAN)***

Recommendation:

Staff recommends that the Board approve Resolution No. 25-9 Approving the Antelope Valley State Water Contractors Association (AVSWCA) Restricted Funds Budget for the USGS/CASGEM Program for Fiscal Year 2025/2026.

Alternative Options:

There are no alternative options.

Impact of Taking No Action:

The AVSWCA USGS/CASGEM Restricted Funds Budget will not be approved.

Background:

The Commissioners for the AVSWCA approved their USGS/CASGEM Program Restricted Funds Budget for Fiscal Year 2025/2026 at their October 9, 2025 meeting. Per the Joint Powers Agreement that created the AVSWCA, the governing body of each member agency must also approve the Budget. The Budget is then deemed effective upon receipt by the AVSWCA of certified copies of the approving resolution from each member agency.

This Restricted Budget includes funds for the USGS Groundwater Monitoring and California Statewide Groundwater Elevation Monitoring (CASGEM) Program.

The Antelope Valley Watermaster has agreed to become the administrator of the USGS/CASGEM Program and requested assurance from the AVSWCA 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 AVSWCA approved continued cost-sharing support of this Program at their February 11, 2021, meeting, and an amended AVIRWM MOU was approved on July 8, 2024 continuing the cost-sharing support of the USGS Program through the 2026/27 program year. The current cost shares are as follows: AVSWCA - 50%, AVIRWM - 25%, and the Antelope Valley Watermaster - 25%. The AVSWCA's cost share of this Program for 2025/2026 is \$38,207.50.

November 10, 2025

Based on the current policy to use State Water Project Table "A" percentages to determine the split among the member agencies, the \$38,207.50 will be split and billed as follows:

AVEK:	\$ 32,744.00 (85.7%)
PWD:	4,929.00 (12.9%)
LCID:	<u>535.00 (1.4%)</u>
TOTAL:	\$ 38,208.00

Strategic Plan Initiative/Mission Statement:

The District's involvement in the AVSWCA is part of Strategic Initiative No. 5 – Regional Leadership.

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

Supporting Documents:

- Resolution No. 25-9 Approving the AVSWCA Restricted Funds Budget for the USGS/CASGEM Program for Fiscal Year 2025/2026
- Proposed AVSWCA Restricted Funds Budget for the USGS/CASGEM Program for Fiscal Year 2025/26

RESOLUTION NO. 25-9

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PALMDALE WATER DISTRICT
APPROVING THE ANTELOPE VALLEY
STATE WATER CONTRACTORS ASSOCIATION
RESTRICTED FUNDS BUDGET FOR THE USGS/CASGEM PROGRAM
FOR FISCAL YEAR 2025/2026**

WHEREAS, the Palmdale Water District, along with the Antelope Valley-East Kern Water Agency and the Littlerock Creek Irrigation District, is a member agency of the Antelope Valley State Water Contractors Association formed by a Joint Powers Agreement dated May 26, 1999; and

WHEREAS, said Joint Powers Agreement provides for the formulation and adoption of a budget for the Antelope Valley State Water Contractors Association and approval of said budget by its members; and

WHEREAS, the Antelope Valley State Water Contractors Association unanimously adopted a restricted funds budget for the United States Geological Survey (USGS) and California Statewide Groundwater Elevation Monitoring (CASGEM) Program for fiscal year 2025/2026 at their regular meeting held October 9, 2025, which includes an allocation among the member agencies to fund this Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Palmdale Water District hereby approves the 2025/2026 Restricted Funds Budget for the USGS/CASGEM Program, and allocation of budgeted funds adopted by the Antelope Valley State Water Contractors Association.

I certify that this is a true copy of Resolution No. 25-9 as passed by the Board of Directors of the Palmdale Water District at its meeting held November 10, 2025 in Palmdale, California.

Date: November 10, 2025

Kathryn Mac Laren-Gomez, President,
Board of Directors

ATTEST:

Cynthia Sanchez, Secretary, Board of Directors

APPROVED AS TO FORM:

BY: _____
Aleshire & Wynder, LLP, General Counsel

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

Proposed Budget - FY 2025/26

Restricted Funds - USGS/CASGEM Program

	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 ACTUAL	FY 2024/25 ACTUAL	FY 2025/26 PROPOSED BUDGET
Revenues:						
Member Contributions - USGS	\$ 34,171.00	\$ -	\$ 71,944.70	\$ 35,710.00	\$ 38,310.00	\$ 38,207.50
Contributions - Others (AVIRWMG)	-	17,085.50	35,972.50	17,855.00	19,155.00	19,103.75
Total Revenue	<u>\$ 34,171.00</u>	<u>\$ 17,085.50</u>	<u>\$ 107,917.20</u>	<u>\$ 53,565.00</u>	<u>\$ 57,465.00</u>	<u>\$ 57,311.25</u>
Expenditures:						
Contract Services - USGS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services - USGS (Prior Year)	21,833.34	51,256.50	54,000.00	-	-	-
Contract Services - USGS (New Year)	-	-	53,917.50	53,565.00	57,465.00	57,311.25
Total Expenditures	<u>\$ 21,833.34</u>	<u>\$ 51,256.50</u>	<u>\$ 107,917.50</u>	<u>\$ 53,565.00</u>	<u>\$ 57,465.00</u>	<u>\$ 57,311.25</u>
Net Income (Loss)	<u>\$ 12,337.66</u>	<u>\$ (34,171.00)</u>	<u>\$ (0.30)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
				AVEK Contribution =		\$ 32,744.00
				PWD Contribution =		4,929.00
				LCID Contribution =		535.00
						<u>\$ 38,208.00</u>



BOARD MEMORANDUM

DATE: November 10, 2025
TO: BOARD OF DIRECTORS
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION TO RESCHEDULE FIRST REGULAR BOARD MEETING IN DECEMBER FROM DECEMBER 8 TO DECEMBER 15, 2025. (GENERAL MANAGER LaMOREAUX)***

Recommendation:

Staff recommends that the first Regular Board Meeting in December be rescheduled from December 8, 2025 to December 15, 2025 due to the Annual Fall Association of California Water Agencies (ACWA) Conference.

Alternative Options:

The Board could choose not to reschedule first Regular Board Meeting in December or choose a different date.

Impact of Taking No Action:

The first Regular Board Meeting in December will remain on December 8, 2025.

Background:

The first Regular Board Meeting in December is scheduled for December 8, 2025, the Monday following the ACWA Conference. A majority of the Board Members will be attending the Conference the week of December 1-5, 2025 creating limited opportunities for agenda review and Board briefings.

Strategic Plan Initiative:

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

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

Budget:

This item will not impact the Budget.



BOARD MEMORANDUM

DATE: November 10, 2025

TO: **BOARD OF DIRECTORS**

FROM: Mr. Wendell Wall, Facilities Manager

VIA: Mr. Scott Rogers, Assistant General Manager
Mr. Dennis D. LaMoreaux, General Manager

RE: ***CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE GENERAL MANAGER OR HIS DESIGNEE TO EXECUTE A CONTRACT WITH ACCESS LIMITED FOR THE REPAINTING OF WATER LEVELS AT LITTLEROCK DAM. (\$35,000.00 – NON-TO-EXCEED – NON-BUDGETED – PROJECT NO. 25-289 – FACILITIES MANAGER WALL)***

Recommendation:

Staff recommends that the Board approve and authorize the General Manager or his designee to execute a contract with Access Limited for the repainting of the water levels at Littlerock Dam in the not-to-exceed amount of \$35,000.00.

Alternative Options:

The Board could choose not to approve this Contract

Impact of Taking No Action:

District staff will be unable to read the water levels at the Dam as the levels are severely faded.

Background:

The history of Littlerock Dam began with plans announced in 1917, leading to its construction between 1922 and 1924 on Little Rock Creek in Los Angeles County, California. Initially the largest multiple arch dam in the world, it was completed in April 1924 but didn't fill for the first time until April 1926. The Dam has undergone significant retrofits, including a major reconstruction completed in 1995 that added a steel-fiber concrete backside of the dam and increased its storage capacity and height.

The water levels range from 3,230 feet at the low level and 3,273 at the overflow level, which are important to read for operational efficiency. Over time, the paint fades and the levels read. In addition, the debris at the base of the Dam will need removal to paint the lower levels.

The District solicited two quotes from companies to repaint the various water levels and received the following quotes:

- Access Limited \$34,706.70
- Mariposa Tree Management Inc. \$28,300.00

November 10, 2025

Based on the quotes received, Access Limited was the most qualified to perform the work.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiatives No. 3 – Systems Efficiency

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

Budget:

This work is non-budgeted under Project No. 25-289.

Supporting Documents:

- Access Limited Quote dated October 20, 2025

October 20, 2025

Wendell Wall
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Subject: Proposal for Construction Services
Little Rock Dam Elevation Painting

Proposal No.: 190751619

Dear Mr. Wall:

Access Limited Construction (ALC) is pleased to offer this Proposal for Construction Services for the referenced project. This proposal is exclusively for Palmdale Water District, herein known as the "Client", to consider. The project site is located at in , (GPS point: 34.485843701173295, , -118.02294401641525). We thank you for the opportunity to provide these services to you and this project.

SCOPE OF WORK

Access Limited Construction's scope of work includes the following:

1. Mobilize equipment, materials, and crew to the site;
2. Install safety anchors on top of the dam to gain access to install rope anchors
3. Install Rope anchors
4. Clear debris at base of dam to expose lower elevation marks
5. Clean off existing marks.
6. Remark 1' markers with black epoxy paint
7. Remark elevation numbers with white and black epoxy paint
8. Remove hangers and bolts and seal bolt holes with grout.

Please see Appendix 2 for detailed clarifications.

ALC reserves the right to separately price any additional work, or modifications to site access that may result from excavation or drainage plans that may be developed during the future coordination with permitting authorities; State, Local, or Federal agencies, or other project stakeholders, unless specifically referenced by our proposal.

If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost of providing the materials, goods and/or services under this Agreement, then Client shall

from time to time, upon demand, immediately pay the additional amounts sufficient to compensate for such increased cost. Access Limited Construction shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.

PRICE ESTIMATE

The prices included herein are based and expressly conditioned on continuous unobstructed work beginning the day Access Limited Construction mobilizes to the site.

Table I – Price Estimate Summary					
Item No.	Description	Qty	UM	Unit Price	Total Price
1	Mobilization / Demobilization	1	LS	\$ 4,435.23	\$ 4,431.03
2	Clear Debris	1	LS	\$ 2,628.41	\$ 2,625.91
3	Drill, install anchors and Remove anchors	1	LS	\$ 7,189.34	\$ 11,128.21
4	Prepare existing marks for new paint	1	LS	\$ 6,577.85	\$ 6,577.85
5	Paint one foot increment marks	1	LS	\$ 4,971.86	\$ 4,971.86
6	Mark Elevations	1	LS	\$ 2,485.93	\$ 2,485.93
7	Tariff Surcharge	TBD		\$ -	\$ -
TOTAL PRICE					\$ 34,706.70

Tariff Surcharge Adjustment

In response to ongoing changes in international trade regulations, this proposal includes a Tariff Surcharge that reflects current applicable tariffs on imported materials required for project execution. This surcharge is subject to adjustment at the time of billing to account for any increases or decreases in applicable tariffs that occur after the proposal date.

GeoStabilization International will transparently calculate this surcharge based on verified tariff impacts at the time of procurement and will provide supporting documentation upon request. Should tariffs materially increase or decrease during the course of the project, the total contract value will be adjusted accordingly.

This dynamic pricing mechanism ensures alignment with real-time market conditions and allows for the uninterrupted and efficient execution of the proposed scope of work.

PROPOSAL CONDITIONS

General

- **Reduction of Scope** – In the event the Scope of Work defined is reduced impacting Price Estimate by more than 10% as described in the price estimate table, ALC shall be compensated for its direct and static/fixed operational and/or other costs notwithstanding anything to the contrary due to the reduction in Scope of Work as defined above. ALC shall submit its claim within 30 days after completion of the work.
- **Mobilization** – Project is expected to be completed in a single mobilization unless specifically called out in the proposal. If for any reason work is disrupted and additional mobilization of equipment or crews is required, additional costs for both the mobilization and potentially stranded equipment / material costs will be borne by the client at a price of cost + 20%.

- **Additional CREW Mobilizations (if required)** – The initial mobilization includes labor, equipment, and material capable of installing the painting elevations. If ALC is required to leave the site and return outside of what was previously stated and planned for, the cost is \$3500 for each demobilization/remobilization. Work shall be available to ALC prior to our mobilizing to the site.
- **Change in Conditions** – For any material change in conditions of the jobsite, ALC reserves the right to re-quote and re-schedule the project to ensure an effective solution is installed and to ensure the safety of the crew, client employees, and other individuals associated with the installation.
- **Standby Rate** – Standby time of up to \$350/hr will be charged for delays beyond ALC's control. This includes delays, interruptions, interference, disruption to ALC's operations due to other construction/site activities, requesting ALC mobilize to the site before the site is ready, requiring ALC to attend site specific training and/or meetings that were not previously communicated and delay the project sequence, and other contingencies that may arise.
- **Payment Terms** – Net 30 days from the date of Invoice:
 - All invoices are due, in their entirety, upon receipt from ALC. All payments received for ALC's work shall be held in trust for the benefit of ALC. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Client shall be liable to ALC for all costs of collecting amounts due and unpaid, including, but not limited to, reasonable attorneys' fees and/or legal fees.
 - The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Client not fully accept or modify this proposal, the pricing and/or the scope of work may be subject to modification by ALC.
- **Offer Validity** – This offer expires 30 days from the date transmitted. ALC reserves the right to adjust pricing if more than 30 days pass between receiving the signed proposal and the project start date unless otherwise agreed upon in writing.

Construction Considerations

- **Work Hours / Schedule** - All work is based on a work schedule of Monday through Friday, 8 hours per day as weather and daylight permits. ALC's standard crew rotation is managed by ALC's Operations Manager and may vary for safety purposes based on hours and consecutive days worked. In the event the unit priced quantities increase, ALC shall receive a reasonable extension of time to the Project Schedule to account for the increased quantities and ALC shall not be subject to liquidated damage and/or any other delay damages in any way related to the increased quantities notwithstanding anything to the contrary. ALC can mobilize to the site within approximately **[at a mutually negotiated timeframe >21 days]** from ALC receiving an executed contract, approved submittals, and a written notice to proceed on a specific date. Depending on material lead times, ALC may require additional time. Additional charges will be assessed if ALC is scheduled and required to work additional hours or shifts. Client is under a continuing duty to notify ALC in writing of any changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.

Scope Enhancements

Scope Enhancements include additional services and construction activities that ALC can provide to the above referenced project that may provide an additional structural and/or aesthetic component to the Client. Please reach out for examples of past projects and pricing if one of the following Scope Enhancements may be

pertinent to this project:

- **Sculpted Shotcrete Finish** – The proposed shotcrete wall will have a rough-gun finish with a light gray color and minor irregularities and natural waves. Sculpted shotcrete walls can enhance the visual appeal of commercial infrastructure by allowing for intricate designs and textures that create a unique architectural statement. The ability to mold and shape the concrete as it cures means that builders can incorporate artistic elements that complement the surrounding environment. This versatility not only elevates the aesthetic value but also and contributes to a memorable brand identity for businesses. View examples here: <https://tinyurl.com/Sculpted-Shotcrete-Options>
- **Horizontal Drains** – Horizontal drains can increase the performance and extend the lifespan of the proposed stabilization system by dewatering the retained materials.
- **Drain Grates** – Drain grates can be installed at the bottoms, or “tails” of the proposed strip drains located behind the stabilization system to increase the aesthetic of the finished product.
- **Thicker Shotcrete** – A thicker layer of shotcrete can be applied to the finished stabilization system to create a more uniform look by removing undulations to the face. Please note that this thicker shotcrete layer, depending on the thickness selected, additional engineering could be required to ensure appropriate structural integrity of the overall system.
- **Formed Top of Wall vs. “Free Form”** – The proposed stabilization system includes a rough or “Free Form” finish. ALC can provide a more uniform formed finish if desired and authorized.
- **Guardrail** – ALC and its sister company, **RoadGuard** are experienced in installing guardrail and perimeter fencing details. Guardrail and perimeter fencing can provide supplemental safety measures to the referenced project.

Confidentiality and Intellectual Property Statement

ALC’s opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of ALC. All concepts and procedures outlined in this proposal shall be considered the intellectual property of ALC.

Terms and Conditions

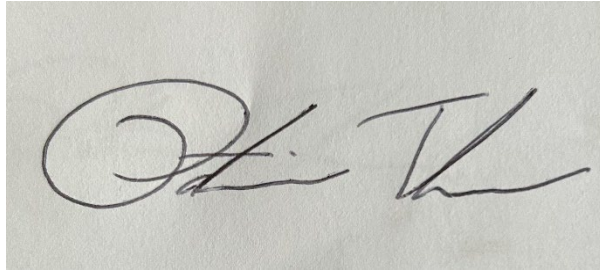
Notwithstanding anything contained herein or in any document to the contrary, the terms, conditions, and exclusions of this Proposal included in **Appendix 3** shall apply, control, and govern. The Parties agree that ALC’s October 20, 2025 proposal is a “Contract Document” and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

CLOSING

We thank you for the opportunity and will be in touch shortly to follow up.

Sincerely,

ACCESS LIMITED CONSTRUCTION



Patrick Thomas P.G.

Pursuit Geologist III

patrick,thomas@gsi.us | 805-503-5341

PALMDALE WATER DISTRICT

Accepted by: _____
(Signature)

Accepted by: _____
(Printed name)

(Title)

Company: _____
(If different than above)

Date: _____

Appendix 1 – Overview of Access Limited Construction

Appendix 2 – Scope Exclusions

Appendix 3 – Terms and Conditions

APPENDIX 1: **BACKGROUND FOR ACCESS LIMITED CONSTRUCTION**

General Overview

Access Limited Construction is the leading geohazard mitigation firm operating throughout the United States and Canada. We specialize in emergency landslide repairs, rockfall mitigation, and grouting using design/build and design/build/warranty contracting. Access Limited Construction's team includes some of the brightest and most dedicated professionals in the geohazard mitigation industry. Our expertise, specialized tools, and worldwide partnerships allow us to repair virtually any slope stability or foundation problem in any geologic setting.

Our design/build solutions are customized to the varying demands and site constraints of each geohazard we encounter. Every project that we take on is completed with one goal in mind: always provide the best value.

Access Limited Construction's team consists of only the highest performing geologists, geotechnical engineers, equipment operators, and rockfall remediation technicians working today. We recruit and train technical experts to ensure that we are constantly diversifying our portfolio of services, adding new disciplines, and dedicating resources to research and development. This allows us to provide landslide and rockfall mitigation for critical infrastructure, including the transportation, mining, and energy industries, in addition to our more specialized stabilization services, such as bridge abutments, retaining walls, compaction grouting, and more.

Our Core Values

- Advance the Health, Safety, and Future of Our Family
- Ensure Client Best Value
- Always Do the Right Thing
- Bring Your Best, Nothing Less
- Advantage by Innovation

Health, Safety, and Environment (HSE)

To achieve continuous performance improvement, Access Limited Construction manages health, safety, security, environment, and social performance in a systematic way, and we have a comprehensive set of business principles and rigorous standards covering health, safety, security, environment, and social performance (SP).

Though these principles provide guidance, we are very proud of our experience and expertise in implementing these rules in various environments, monitoring performance, and identifying improvement opportunities. Fast-paced, cutting-edge, and industry leading projects require a fast-paced, cutting-edge, and industry leading safety program. Access Limited Construction employs a full-time, dedicated safety team, maintains a written safety plan, and trains/re-trains all employees in the most current practices of the industry. In addition to daily toolbox talks and weekly, monthly, and quarterly training, Access Limited Construction also brings the company together annually for a Safety Summit to focus on safety training and periodically for one-day safety stand-ups. As of March 31, 2024, our safety KPIs are as follows:

Sustainability Development

Sustainability is a new way of thinking about an age-old concern: ensuring that our children and grandchildren inherit a better tomorrow. Sustainability to Access Limited Construction means meeting the needs of the present without compromising the ability of future generations to meet their own needs. We center our sustainability efforts on five pillars to measure our progress. Our employees are the foundation of our pillars. Through their efforts we can accomplish every goal, so safety and health are paramount. Our environment, our community, and the projects we build around them complete these pillars. Each pillar counts in our sustainability efforts; no matter how small, the importance of each is equal.

Antitrust / Trade Compliance

Access Limited Construction and its employees comply with antitrust and fair competition laws. There are internal policies to be followed which align with the existing laws and regulations as well as with our existing clients' policies. Additionally, our clients, subcontractors, and business partners need to approve and abide with our way of conducting business. We conduct and maintain companywide training where the policies are discussed in detail and examples of some local and international cases are included to make it clear of what sanctions we could be exposed to if we do not follow the law. This is of utmost importance to keep a fair competition and fair business environment with the purpose of fixing geohazard issues to safeguard the people, infrastructure, and the environment.

APPENDIX 2:
SCOPE CLARIFICATIONS

- ✓ **Access** – All weather working access shall be provided to Access Limited Construction at all times with at least a 12-ft wide, stable, level, and unobstructed bench at the face of the wall for a 10-ft wide drill rig with a 20-ft horizontal mast, and access shall be provided to Access Limited Construction at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Client shall obtain any and all right of way, licenses, or easements for Access Limited Construction to perform its work. Furthermore, an adequate **Staging / Laydown** shall be provided by the Client for Access Limited Construction equipment and materials.
- **Bonds** – The cost of a bond premium is not included in Access Limited Construction's price. If desired by and paid by the Client, Access Limited Construction will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- ✓ **Prevailing wages** are included in Access Limited Construction's price.
- ✓ **Buy America/American Material Requirements** are included in Access Limited Construction's price.
- ✓ **Permits** – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirements are specifically excluded.
- ✓ **Surveying** – Any and all surveying including but not limited to layout survey, as-built survey, and wall tolerances as required is specifically excluded.
- ✓ **Safety** – Design, installation, and maintenance of any fall protection systems at all grade separations including at the top of any earth retention system constructed by Access Limited Construction is specifically excluded.
- ✓ **Traffic Control** – All required pedestrian and vehicle traffic control. Access Limited Construction will require at least one lane of traffic to be closed during Access Limited Construction's work is specifically excluded.
- ✓ **Sanitary Facilities** – Client shall provide on-site facilities within reasonable proximity for the use of Access Limited Construction employees.
- ✓ **Site Security** – Site security during nights, weekends, and holidays shall be provided by others.
- ✓ **Clearing and Grubbing** – All clearing and grubbing of vegetation within the site area shall be provided by others.
- ✓ **Utility Locations** – Client shall ensure that all **utilities** are properly located before Access Limited Construction mobilizes to the site. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in Access Limited Construction's scope of work.
- ✓ **Construction Water** – A clean (potable) supply of water for construction available on-site or in close proximity to work. Access Limited Construction can **provide** a water tank to be filled by others if necessary (~1,000 gallons per day).
- ✓ **Hazardous Materials** – Access Limited Construction will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. Access Limited Construction's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.

- ✓ **Drainage** – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If **groundwater** is encountered the Client will provide dewatering. Client is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices “BMPs” is excluded from Access Limited's scope of work.
- ✓ **Vibrations** – Access Limited Construction cannot accept any liability for disturbance to existing structures and their inhabitants on or near the site. Client shall indemnify Access Limited Construction against any and all claims for such disturbance and also take precautions as necessary to avoid any such claims. This may include **vibration** monitoring, excavating trenches around the affected area, etc.
- ✓ **Existing Conditions** – Client agrees to waive any and all liability and damages against Access Limited Construction in anyway related to the underground conditions and/or existing facilities including unmarked and/or incorrectly marked utilities. It is possible that damage may result in heave, settlement, or intrusion of grout and/or construction water and Access Limited Construction cannot accept responsibility/**liability** for such damage.

Any and all work, including but not limited to design work, is excluded unless specifically included herein.

APPENDIX 3: **TERMS AND CONDITIONS**

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

- a. Retainage, if any, is to be released to Access Limited Construction within **30** days after the completion of Access Limited Construction's work.
- b. Access Limited Construction will employ open shop labor. In the event that union labor must be used Client shall pay for any additional cost differential.
- c. Client agrees that Access Limited Construction shall not be responsible for liquidated damages, delay damages, or other time related damages for any work that is outside Access Limited Construction's control.
- d. Notwithstanding anything contained in any document to the contrary, in the event the project is delayed, disrupted, terminated and/or the project schedule is extended for any reason not caused by the acts or omissions of Access Limited Construction (or as the proper designation may be for Access Limited Construction), Access Limited Construction subcontractor(s), or those for whom Access Limited Construction, etc. is legally liable, Access Limited Construction reserves and waives no rights to receive compensation to recover all costs including, but not limited to, price escalations and other damages.
- e. This agreement/Proposal is subject to and governed by the law of the state the project is located in under all circumstances, notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- f. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- g. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- h. Any work done pursuant to change orders or otherwise is subject to the terms and conditions contained herein.
- i. Should Client provide Access Limited Construction with verbal/written direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- j. Access Limited Construction's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of Access Limited Construction or for those whom Access Limited Construction is legally responsible. Client agrees to defend and indemnify Access Limited Construction for claims or damages alleged to have been caused by Client's acts or omissions.
- k. Access Limited Construction retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way.
- l. Increased Costs. If, due to either (a) the introduction of or any change in or in the interpretation of any (i) law or regulation, or (ii) any tariff, tax, duty, toll, excise, levy or charge to be paid on a particular class of imports and/or exports, and/or (b) the compliance with any guideline or requirement from any governmental authority that is introduced or the interpretation of which is changed, in each such case after the date hereof, there is any increase in the cost to Access Limited Construction of providing the materials, goods and/or services under this Agreement, then Client shall from time to time, upon demand by Access Limited Construction, immediately pay to Access Limited Construction additional amounts sufficient to compensate Access Limited Construction for such increased cost. Access Limited Construction shall submit to Client a certificate as to the amount of such increased cost and detailing the calculation of such cost, which shall be conclusive and binding for all purposes, absent manifest error.
- m. Access Limited Construction's landslide, slope stabilization, and other geohazard mitigation designs substantially conform to the FHWA design guidance for 'Factor of Safety' calculations.
- n. Should Client terminate this agreement **without cause** within 14 days of the start date as agreed to as defined in this Proposal, a penalty of 10% of the Total Price defined in this Proposal and actual expenses incurred by Access Limited Construction or its affiliates. Should Client terminate this agreement without cause within 7 days of the start date as agreed to as defined in this Proposal, the penalty shall increase to 15% of the Total Price defined in this Proposal and actual expenses incurred by Access Limited Construction or its affiliates.

**THIS COMMUNICATION CONTAINS ACCESS LIMITED CONFIDENTIAL/PROPRIETARY BUSINESS INFORMATION
NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)**



BOARD MEMORANDUM

DATE: November 10, 2025
TO: **BOARD OF DIRECTORS**
FROM: Mrs. Claudia Bolanos, Resource and Analytics Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE GENERAL MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT FOR TRANSFER OF WATER BETWEEN PALMDALE WATER DISTRICT AND SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT. (NO BUDGET IMPACT – RESOURCE AND ANALYTICS DIRECTOR BOLANOS)***

Recommendation:

Staff recommend that the Board approve and authorize the General Manager or his designee to enter into an agreement for the transfer of water between Palmdale Water District (PWD) and San Luis Obispo County Flood Control and Water Conservation District (SLO County) and authorize staff to submit the necessary documentation to the Department of Water Resources (DWR) for approval.

Alternative Options:

The alternative is to direct staff to negotiate different terms. This may result in delays and potential loss of water supply opportunities for 2025.

Impact of Taking No Action:

If no action is taken, PWD would forgo the opportunity to take delivery of 500 AF of additional SWP water in 2025. While this would not impact current operations, it would reduce flexibility in managing available supplies for future reliability.

Background:

PWD and SLO County are both State Water Project (SWP) Contractors. SLO County has 500 acre-feet (AF) of available 2025 SWP Table A water that would otherwise be subject to loss due to carryover limitations under its DWR contract. The proposed agreement allows SLO County to transfer this water to PWD in 2025.

In return, PWD will transfer 350 AF of SWP water to SLO County in 2026. This exchange will not involve a financial transaction but will allow both agencies to maximize beneficial use of their available water supplies.

The transfer will be conducted in compliance with each agency's Water Supply Contract and DWR's water management provisions. Both parties will complete any required environmental

November 10, 2025

documentation under the California Environmental Quality Act (CEQA) and obtain DWR approval prior to execution.

This Agreement supports PWD's continued efforts to manage available State Water Project supplies efficiently and secure water resources for current and future demands.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

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

Budget:

There is no budget impact.

Supporting Documents:

- Proposed Agreement for Transfer of Water between PWD and SLO County

**AGREEMENT FOR
TRANSFER OF WATER
BETWEEN
PALMDALE WATER DISTRICT AND
SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

This Agreement for Transfer of Water (Agreement) is made and entered into by and between the Palmdale Water District (Palmdale) and the San Luis Obispo County Flood Control and Water Conservation District (District), hereafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Palmdale and the District are State Water Contractors that receive imported water deliveries from the State Water Project (SWP).
- B. A SWP Water Supply Contract Amendment for Water Management was executed by the Department of Water Resources (DWR) and some of the SWP contractors, including Palmdale and the District, to provide flexibility for transfers and exchanges of SWP water within SWP contractor service areas.
- C. The District has available for delivery to Palmdale 500 acre-feet (AF) of its 2025 allocation of SWP Table A water.
- D. The District wishes to transfer said water to Palmdale in order to avoid potential loss resulting from carryover limitations under its Water Supply Contract with DWR. In return, Palmdale shall transfer 350 AF of water to the District.
- E. The purpose of this Agreement is to set forth the terms and conditions of said transfers which will enable the Parties to manage their available SWP supplies more effectively.

Now, therefore, incorporating the foregoing recitals herein, the Parties agree to two transfers of water upon the following terms and conditions:

1. Term

The term of this Agreement shall commence on the date signed by both Parties and shall terminate on December 31, 2026, unless the term is extended by the Parties as hereinafter provided.

2. Transfer from the District to Palmdale

No later than December 31, 2025, the District shall transfer to Palmdale 500 AF of District's SWP water (District Water) subject to the terms and conditions set forth below.

3. Return Transfer

Palmdale shall return to the District 350 AF of SWP water (Return Water) by December 31, 2026, subject to the terms and conditions set forth below.

4. Conveyance Rights

District shall use its best efforts and cooperate in good faith with Palmdale to convey or cause the conveyance to Palmdale of the District Water in 2025, which includes the use of District's available conveyance capacity in SWP facilities.

5. California Environmental Quality Act

Each Party agrees to take all actions they deem necessary to comply with the California Environmental Quality Act (CEQA) in connection with their approval of the transfers described herein, including, without limitation, the filing of any Notice of Exemption.

6. Delivery of District Water to Palmdale

- a. **Transfer Amount:** District shall provide for conveyance to Palmdale 500 AF of District Water.
- b. **Point of Delivery:** The District Water will be made available to Palmdale at Harvey O. Banks Pumping Plant (Banks Pumping Plant) for conveyance by DWR to Palmdale's turnouts at Reaches 20B through 21 of the California Aqueduct.
- c. **Scheduling:** The delivery of the District Water to Palmdale will be completed prior to December 31, 2025. District shall provide for the transfer of this water to Palmdale after the date of execution of this Agreement and before the end of December 31, 2025. Specific scheduling of the deliveries to Palmdale shall be as mutually agreed between the Parties and DWR.
- d. **Costs:** Palmdale shall pay all third-party costs associated with the delivery of the District Water from Banks Pumping Plant to Palmdale's turnout. This includes all DWR charges such as the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge, as well as any other applicable conveyance or delivery costs incurred under Palmdale's Water Supply Contract with DWR. Such costs shall not include any overhead or personnel costs of District.

7. Delivery of Palmdale Water to the District

- a. **Transfer Amount:** The quantity of Return Water available for delivery to District in 2026 will be 350 AF (Final Return Amount). Should any portion of Palmdale's SWP supply in San Luis Reservoir spill as a result of SWP operations, as provided in the

Water Supply Agreements that the Parties have executed with DWR, the District will not be responsible, and the Return Water amount will not change.

- b. Point of Delivery:** Palmdale will make the Return Water available to the District at 1) Banks Pumping Plant (if sourced from Palmdale's Table A Water) or 2) San Luis Reservoir (if sourced from Palmdale's Article 56 Carryover Water) for subsequent delivery to District's turnouts in Reaches 33B & 34 of the California Aqueduct. If sourced from Palmdale's Table A Water, District shall request DWR's approval to store any portion of District's Table A Water it cannot take direct delivery of (if needed) to be carried over in District's capacity of San Luis Reservoir.
- c. Scheduling:** Delivery of the Return Water may be in increments less than or equal to the Final Return Amount. The Final Return Amount of water to the District will be completed prior to December 31, 2026, unless the Parties agree to an extended delivery period by way of a written amendment to this Agreement extending the term.
- d. Costs:** District shall pay all third-party costs associated with the delivery of the Final Return Water to the District's turnouts from Banks Pumping Plant or San Luis Reservoir. This includes all DWR charges such as the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge, and any other applicable conveyance or delivery costs incurred under the District's Water Supply Contract with DWR. Such costs shall not include any overhead or personnel costs of Palmdale.

8. Miscellaneous Provisions

- a. Approvals and Further Performance:** The Parties shall cooperate with and assist each other in obtaining any approvals which are necessary to effectuate deliveries of transferred supplies, including an approval from DWR. In the event the Parties cannot timely obtain the necessary approvals, this Agreement shall become null and void and the Parties shall have no further obligations hereunder. In addition, each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- b. Other Costs:** This Agreement identifies the total costs of the water transfer. Neither Party will be responsible for any costs other than those identified herein.
- c. Liability:** Neither Party hereunder shall be liable to the other Party, nor subject to claim or damage of any nature whatsoever for the control, handling, use, disposal, or distribution of water supplied to the other Party after such water has been delivered to the other Party or its designee.
- d. Time: Time is of the essence.**
- e. Force Majeure:** All obligations of the Parties shall be suspended so long as, and to the extent that, the performance of any obligation is hindered, interrupted, or prevented by an earthquake, fire, flood, drought, or other act of God, or by a strike, order of a court or governmental agency, or by any other event or cause beyond the control of the Parties. Upon the cessation of any such event, both Parties shall become obligated to resume performance of their respective obligations under this

Agreement. Notwithstanding the occurrence of any event described in this paragraph, the Parties shall, at all times, diligently undertake all reasonable efforts to perform the obligations contained in this Agreement.

- f. Amendments:** This Agreement may be supplemented, amended, or modified only by the agreement of the Parties. No supplement, amendment or modification will be binding unless it is in writing and signed by both Parties.
- g. Enforceability/Waiver:** If any term or condition of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding on the Parties. Unless otherwise agreed in writing, the failure of any Party to require the performance by any other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver of any provision hereof on one occasion be taken or held to be a waiver of the provision itself.
- h. No Third-Party Rights:** This Agreement is made solely for the benefit of the Parties. No other person or entity may have or acquire any right by virtue of this Agreement. To the extent a third party initiates a claim to challenge any aspect of this transaction, each party (indemnitor) shall indemnify, defend, and hold harmless the other party (indemnitee) from and against any liability which may arise from such a claim due to the acts or omissions of the indemnitor.
- i. Beneficial Use of Water:** Pursuant to California Water Code sections 475 and 1244, and as otherwise provided by law, the transfer and use of water pursuant to this Agreement shall not constitute evidence of the availability of surplus water or the lack of beneficial use of the water subject to this Agreement.
- j. Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.
- k. Ambiguities:** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon the attribution to such Party as the source of the language in question. The Parties agree that California Civil Code section 1654 shall not apply to the interpretation of this Agreement.
- l. Integration:** This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.
- m. Due Authority:** Each person signing this Agreement represents that he/she has full power and authority to do so, and that his/her signature is legally sufficient to bind the Party for which he/she is signing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.

**SAN LUIS OBISPO COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT**

BY: _____
John Diodati, Public Works Director

DATE: _____

APPROVED AS TO LEGAL FORM AND EFFECT:
JON ANSOLABEHERE
County Counsel

BY: _____

DATE: _____

PALMDALE WATER DISTRICT

BY: _____
Dennis D. LaMoreaux, General Manager

DATE: _____



BOARD MEMORANDUM

DATE: November 10, 2025
TO: BOARD OF DIRECTORS
FROM: Mrs. Claudia Bolanos, Resource and Analytics Director
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***CONSIDERATION AND POSSIBLE ACTION TO APPROVE AND AUTHORIZE THE GENERAL MANAGER OR HIS DESIGNEE TO ENTER INTO A SECOND AGREEMENT AMENDMENT FOR THE SALE AND TRANSFER OF WATER SUPPLIES FROM PALMDALE WATER DISTRICT TO THE WESTSIDE DISTRICTS. (POTENTIAL REVENUE – RESOURCE AND ANALYTICS DIRECTOR BOLANOS)***

Recommendation:

Staff recommends that the Board approve and authorize the General Manager or his designee to execute the Second Amendment to the Agreement for the sale and transfer of Water Supplies from Palmdale Water District (PWD) to the Westside Districts.

Alternative Options:

The Board may choose not to approve the Second Amendment or can direct staff to renegotiate specific terms.

Impact of Taking No Action:

If no action is taken, PWD would forgo the opportunity to continue water sales under the existing agreement framework, which has provided operational flexibility and revenue generation. Maintaining this partnership supports regional collaboration and enhances PWD's ability to effectively manage its State Water Project (SWP) supplies.

Background:

In 2021, PWD entered into an Agreement for Purchase of Water Supplies with the Westside Districts—comprising of Belridge Water Storage District, Berrenda Mesa Water District, Lost Hills Water District, and Dudley Ridge Water District. The Agreement established a framework for the sale and transfer of available SWP water from PWD to the Westside Districts, creating mutual benefits through improved resource management and revenue generation for PWD.

The proposed Second Amendment updates the rate structure for 2026-2030, clarifies certain administrative provisions, and ensures consistency with recent Department of Water Resources (DWR) contract language. The amendment reflects PWD's ongoing efforts to maintain transparent, equitable, and regionally beneficial water transfer partnerships.

November 10, 2025

Approval of this Amendment will enable continued collaboration with the Westside Districts and provide a mechanism for potential revenue while ensuring that all transfers remain consistent with DWR's SWP policies.

Strategic Plan Initiative/Mission Statement:

This item is under Strategic Initiative No. 1 – Water Resource Reliability.

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

Budget:

There is no budget impact.

Supporting Documents:

- Proposed Second Amendment Agreement Between PWD and Westside Districts
- Palmdale-Westside Water Authority Multi-Year Transfer

**SECOND AMENDMENT OF
AGREEMENT FOR PURCHASE OF WATER SUPPLIES**

THIS SECOND AMENDMENT OF AGREEMENT FOR PURCHASE OF WATER SUPPLIES (**Second Amendment**) is executed as of _____, 2025 by and between PALMDALE WATER DISTRICT, a California water district (**Palmdale**), and BELRIDGE WATER STORAGE DISTRICT, a California water storage district (**Belridge**), BERRENDA MESA WATER DISTRICT, a California water district (**Berrenda Mesa**), LOST HILLS WATER DISTRICT, a California water district (**Lost Hills**), WHEELER-RIDGE MARICOPA WATER STORAGE DISTRICT, California water storage district (**Wheeler Ridge**), and DUDLEY RIDGE WATER DISTRICT, a California water district (**Dudley Ridge**). Belridge, Berrenda Mesa, Lost Hills, Wheeler Ridge, and Dudley Ridge are referred to collectively as the **Westside Districts**. Palmdale and the Westside Districts are referred to collectively as the **Parties**.

RECITALS

A. Palmdale and the Westside Districts entered into an Agreement for Purchase of Water Supplies dated October 13, 2021 (**Agreement**). Section 9.03 of the Agreement provides that any change to the Agreement must be in writing and signed by the Parties to be charged.

B. Palmdale and the Westside Districts executed a First Amendment to the Agreement in February, 2022, which amended the point of delivery identified in Section 2.03(b).

C. Section 2.02(b) provides in part that the Parties shall negotiate in good faith, a revision of the Rate under Section 1.01(g) prior to each of the five-year periods (i) January 1, 2026 through December 31, 2030 and (ii) January 1, 2031 through December 31, 2035. The resulting revision of the Rate will be substituted in place of the table provided in Section 1.01(g) above for that five-year period for purposes of this Agreement. Palmdale and the Westside Districts desire to exercise said revision option under Section 2.02(b) of the Agreement and amend the rate for the 2026-2030 period and to further revise SWP allocation notice requirements.

THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Amendment of Section 1.01(f).**

Section 1.01(f) of the Agreement is amended in its entirety to read as follows:

“Minimum Quantity of Transfer Water” means a quantity of Table A Water determined for transfer to the Westside Districts each Year according to DWR’s Final SWP allocation and the following table:

<u>SWP Allocation (%)</u>	<u>Minimum Quantity (AF)</u>
90 to 100	8,000
80 to 89	6,000
70 to 79	4,000
60 to 69	2,000
55 to 59	1,000
0 to 54	0

There will be no Minimum Quantity of Transfer Water in Years when (1) the Final SWP allocation is less than 55 percent, or (2) Palmdale does not have at least 3,500 AF of SWP water in carryover storage in San Luis Reservoir at the beginning of the subject Year, or (3) in any year in which the January through March aggregate Kern River flow exceeds 250,000 AF at the First Point of Measurement. However, before Palmdale may transfer Table A water to any party other than the Westside Districts in such a Year, at least the minimums in the above table shall be first transferred to the Westside Districts.

2. Amendment of Section 1.01(g).

Section 1.01(g) of the Agreement is amended in its entirety to read as follows:

“Rate” means the rate for Transfer Water, expressed in dollars per AF, and determined according to DWR’s Final SWP allocation and the following table:

SWP Allocation (%)	Rate (\$/AF)				
	2026	2027	2028	2029	2030
90%-100%	\$ 165	\$ 169	\$ 173	\$ 178	\$ 182
80%-89%	\$ 217	\$ 223	\$ 228	\$ 234	\$ 240
70%-79%	\$ 263	\$ 269	\$ 276	\$ 283	\$ 290
60%-69%	\$ 313	\$ 320	\$ 328	\$ 337	\$ 345
55%-59%	\$ 350	\$ 359	\$ 367	\$ 377	\$ 386
0%-54%	To Be Determined				

If the SWP allocation is below 55%, the Parties shall meet no later than June 15 of that Year to negotiate, in good faith, a Rate for Transfer Water, if any is to be made available for sale by Palmdale and purchased by the Westside Districts.

3. Amendment of Section 2.01(c)

Section 2.01(c) of the Agreement is amended in its entirety to read as follows:

“By April 1 of each Year, Palmdale shall evaluate the quantity of water available for sale to the Westside Districts in addition to the Minimum Quantity of Transfer Water, if any, and provide the Westside Districts with the total estimated quantity of Transfer Water available for the Year for sale to the Westside Districts.”

4. Amendment of Section 2.01(d)

Section 2.01(d) of the Agreement is amended in its entirety to read as follows:

“By June 1 of each Year, Palmdale shall provide the Westside Districts with the final Minimum Quantity of Transfer Water. By August 1 of each Year, Palmdale shall provide to the Westside Districts the final total quantity of Transfer Water for the Year, which will consist of the final Minimum Quantity of Transfer Water *plus* any additional Table A Water Palmdale determines, in its sole and absolute discretion, to make available to the Westside Districts.”

5. **Scope of Amendment.**

The Agreement shall remain in full force and effect except as otherwise expressly amended by this Second Amendment.

IN WITNESS WHEREOF, Palmdale and the Westside Districts have executed this Second Amendment as of the day and year first hereinabove written.

[Signature page follows]

PALMDALE WATER DISTRICT,
a California water district

By: _____
Dennis D. LaMoreaux, General Manager

BELRIDGE WATER STORAGE DISTRICT
a California water storage district

By: _____
Mark Gilkey, General Manager

BERRENDA MESA WATER DISTRICT
a California water district

By: _____
Mark Gilkey, General Manager

LOST HILLS WATER DISTRICT
a California water district

By: _____
Mark Gilkey, General Manager

DUDLEY RIDGE WATER DISTRICT
a California water district

By: _____
Mark Gilkey, General Manager

WHEELER RIDGE-MARICOPA WATER
STORAGE DISTRICT, a California water
storage district

By: _____
Sheridan Nicholas, Engineer-Manager

AGREEMENT FOR PURCHASE OF WATER SUPPLIES

THIS AGREEMENT (**Agreement**) is made and effective as of 10/13, 2021 (**Effective Date**) by and among PALMDALE WATER DISTRICT (**Palmdale**), a special act agency, and BELRIDGE WATER STORAGE DISTRICT (**Belridge**), a water storage district, BERREND MESA WATER DISTRICT (**Berrenda Mesa**), a California water district, LOST HILLS WATER DISTRICT (**Lost Hills**), a California water district, WHEELER RIDGE-MARICOPA WATER STORAGE DISTRICT (**Wheeler Ridge**), a water storage district, and DUDLEY RIDGE WATER DISTRICT (**Dudley Ridge**), a California water district. Belridge, Berrenda Mesa, Lost Hills, Wheeler Ridge, and Dudley Ridge are referred to collectively as the **Westside Districts**. Palmdale and the Westside Districts are referred to collectively as the **Parties** or individually as a **Party**.

RECITALS

A. Palmdale holds a contract with the California Department of Water Resources (**DWR**) for a water supply from the State Water Project (**SWP**). The Westside Districts also hold contracts either directly with DWR (in the case of Dudley Ridge) or indirectly through the Kern County Water Agency (in the cases of Belridge, Berrenda Mesa, Lost Hills, and Wheeler Ridge) for SWP water supplies.

B. Palmdale and the Westside Districts have determined that it is in their mutual best interest for Palmdale to sell and the Westside Districts to purchase a portion of Palmdale's Table A Water [defined below] while this Agreement is in effect. Among other benefits, Palmdale anticipates that this transaction will reduce some of its fixed SWP costs and the Westside Districts anticipate they can utilize additional Table A Water to address existing agricultural water needs within the allowed place of use for such water in the San Joaquin Valley.

THEREFORE, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.01 Definitions. Terms used in this Agreement not otherwise defined shall have the following meanings:

- (a) **"AF"** means acre feet (or acre foot) of water.
- (b) **"Year"** means a calendar year beginning January 1 and ending December 31.
- (c) **"SWP Water"** means Table A Water.

(d) **“Table A Water”** means water made available to Palmdale under its SWP contract with DWR. Palmdale’s full contractual allocation of Table A Water is currently 21,300 AF per SWP water year.

(e) **“Transfer Water”** means Table A Water that Palmdale grants the Westside Districts the right to purchase, or otherwise makes available to the Westside District for purchase, under Section 2.01 below.

(f) **“Minimum Quantity of Transfer Water”** means a quantity of Table A Water determined for transfer to the Westside Districts each Year according to DWR’s May 1 SWP allocation and the following table:

<u>SWP Allocation (%)</u>	<u>Minimum Quantity (AF)</u>
90 to 100	8,000
80 to 89	6,000
70 to 79	4,000
60 to 69	2,000
55 to 59	1,000
0 to 54	0

There will be no Minimum Quantity of Transfer Water in Years when (1) the May 1 SWP allocation is less than 55 percent, or (2) Palmdale does not have at least 3,500 AF of SWP water in carryover storage in San Luis Reservoir at the beginning of the subject Year. However, before Palmdale may transfer Table A water to any party other than the Westside Districts in such a Year, at least the minimums in the above table shall be first transferred to the Westside Districts.

(g) **“Rate”** means the rate for Transfer Water, expressed in dollars per AF, and determined as follows according to DWR’s May 1 SWP allocation. For Year 2021, the Rate is:

<u>SWP Allocation (%)</u>	<u>Rate (\$/AF)</u>
76 to 100	150
56 to 75	325
31 to 55	550
0 to 30	To Be Determined

For Years 2022 through 2025, the Rate will be increased by 5 percent of the preceding Year’s Rate. The Parties shall negotiate, in good faith, the Rate for any Transfer Water made available in a Year where SWP allocation is below 31 percent.

ARTICLE II SALE OF WATER

2.01 Right to Purchase Transfer Water. Palmdale grants the Westside Districts the right to purchase Table A Water on the following terms and conditions:

(a) The Westside Districts' rights under this Section 2.01 apply to the first Table A Water made available to Palmdale each Year that Palmdale does not use within its boundaries in that Year.

(b) Palmdale shall make available to the Westside Districts each Year at least the Minimum Quantity of Transfer Water. Palmdale may also, in any Year, make available as Transfer Water any additional Table A Water above the Minimum Quantity of Transfer Water for purchase by the Westside Districts at the applicable Rate. However, Palmdale may not offer more than 15,000 AF of Table A Water for transfer to the Westside Districts in any Year, regardless of the SWP allocation. Palmdale may revise the Minimum Quantity of Transfer Water determined under Section 1.01(f) above for the five years periods of (i) January 1, 2026 through December 31, 2030 and (ii) January 1, 2031 through December 31, 2035; however, Palmdale must notify the Westside Districts of any revisions by December 31, 2025 and December 31, 2030, respectively. The revision will then be substituted in place of the table provided in Section 1.01(f) above for that five-year period. Within 30 days of receiving a timely revision from Palmdale, the Westside Districts may, in their sole and absolute discretion, either accept the revised Minimum Quantity of Transfer Water for the following five-year period or terminate this Agreement.

(c) By February 15 each Year, Palmdale shall evaluate the quantity of water available for sale to the Westside Districts in addition to the Minimum Quantity of Transfer Water, if any, and provide the Westside Districts with the total estimated quantity of Transfer Water available for the Year for sale to the Westside Districts.

(d) By June 1 of each Year, Palmdale shall provide the Westside Districts with the final quantity of Transfer Water for the Year, which will consist of the Minimum Quantity of Transfer Water *plus* any additional Table A Water Palmdale determines, in its sole and absolute discretion, to make available to the Westside Districts. That final quantity will be deemed to be the Transfer Water for the subject Year.

(e) The Westside District may not carry over any undelivered Transfer Water from one Year to the next.

2.02. Payment for Transfer Water. The Westside Districts shall pay for the Minimum Quantity of Transfer Water made available by Palmdale each Year, whether or not the Westside Districts take delivery of that water. The Westside Districts shall pay for all Transfer Water as follows:

(a) The Westside Districts shall pay Palmdale the purchase price as determined by the applicable Rate within 45 days of Palmdale both determining the quantity of Transfer Water under Section 2.01(d) above and sending the Westside Districts an invoice for that Transfer Water. Palmdale shall send the invoice to the Westside Districts' point of contact as provided under Section 2.04 below who shall arrange for one payment to be made to Palmdale. Allocation of the invoiced purchase price among the Westside

Districts will be the sole responsibility of the Westside Districts. Any disagreement among the Westside Districts regarding that allocation may neither delay payment of the subject invoice nor involve Palmdale.

(b) The Parties shall negotiate, in good faith, a revision of the Rate under Section 1.01(g) above prior to each of the five-year periods of (i) January 1, 2026 through December 31, 2030 and (ii) January 1, 2031 through December 31, 2035. The resulting revision of the Rate will be substituted in place of the table provided in Section 1.01(g) above for that five-year period for purposes of this Agreement. If the Parties are unable to agree to a revision, then this Agreement shall terminate at the end of the last Year for which there is an agreed Rate.

2.03. Delivery of Transfer Water. Palmdale shall deliver Transfer Water as follows:

(a) Within 10 days of Palmdale determining the final quantity of Transfer Water under Section 2.01(d) above, Palmdale shall, in coordination with Dudley Ridge and Kern County Water Agency, notify DWR of the transfer of Transfer Water for that Year and its preliminary delivery schedule.

(b) The point of delivery for all Transfer Water is San Luis Reservoir.

(c) Palmdale shall submit monthly water delivery schedules to DWR for delivery of the Transfer Water to the Westside Districts. Palmdale shall use its best efforts and cooperate in good faith with the Westside Districts to convey or cause the conveyance of Transfer Water from the point of delivery to its place of use as directed by the Westside Districts. Notwithstanding any other provision of this Agreement, the Westside Districts will be solely responsible for making any arrangements necessary and paying (or reimbursing to Palmdale) any costs to deliver, convey, store, or otherwise dispose of any Transfer Water following its delivery to the Westside Districts at San Luis Reservoir.

2.04. Point of Contact for Westside Districts. The point of contact for the Westside Districts with whom Palmdale may communicate on behalf of all those districts for purposes of Transfer Water delivery, determination of the applicable Rate, and payment for Transfer Water will be the Executive Director of the Westside Water Authority, who is also the General Manager of Belridge, Berrenda Mesa, Lost Hills, and Dudley Ridge.

**ARTICLE III
TERM**

The term of this Agreement will begin, subject to Article IV below, on the Effective Date and expire on December 31, 2035.

**ARTICLE IV
APPROVALS**

4.01. Approval. The Parties shall cooperate to process and obtain all necessary DWR (or other) approvals and consents to implement this Agreement and effectuate this transaction.

4.02. Costs. Each Party shall bear and be responsible for its own review and processing of any required agreements, environmental documents, and other costs of this Agreement.

4.03. California Environmental Quality Act. The Parties have cooperated to retain Environmental Science Associates as an independent consultant to perform appropriate environmental reviews associated with the transfer of Transfer Water under this Agreement. The Parties shall share equally the costs for that consultant to prepare the necessary environmental documents. Palmdale shall act as the lead agency for compliance with the California Environmental Quality Act.

ARTICLE V INDEMNITIES

5.01. Indemnity. Each Party (**Indemnitor**) shall indemnify, defend and hold the other (**Indemnitee**) harmless against any claim or suit for personal injury or death, including claims by employees for indemnification, or damage to real or personal property (and indemnify it for any resulting damage, loss, settlement costs, judgments or expenses, including legal fees), to the extent caused by (i) a breach by the Indemnitor of any covenant, representation or warranty under this Agreement or (ii) the negligence or misconduct of the Indemnitor or its agents in performing or attempting to perform any of its obligations under this Agreement. Each Party's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI COOPERATION AND DEFENSE OF AGREEMENT

6.01. Notice of Claims. Each Party shall promptly notify the other Party within ten days of such Party becoming aware of any third-party claims affecting a Party relating in any way to this Agreement or any force majeure event affecting this Agreement.

6.02. Defense of Agreement. In the event any third party commences any proceeding (whether judicial, administrative or otherwise) challenging this Agreement, any environmental review undertaken in connection herewith or in connection with water deliveries hereunder, or any other action taken to implement this Agreement (**Third Party Challenge**), the Parties shall each retain separate counsel, enter into a joint defense agreement, and jointly and cooperatively defend any such Third Party Challenge, unless otherwise agreed in writing. The Parties shall assist one another without cost in connection with a Third Party Challenge by providing information and witnesses as reasonably requested.

6.03. Litigation Costs. For purposes of this Article VI, "**Litigation Costs**" means: (a) any costs (including without limitation attorneys' fees) incurred to defend any Third Party Challenge and (b) any damages, settlement amount or other amounts payable as the result of any such Third Party Challenge. Litigation Costs incurred by the parties resulting from a Third Party Challenge shall be borne (a) by each Party alone as to its own separately retained counsel and (b) equally as to any counsel all Parties jointly retain to defend against the challenge. If a Party decides not to

defend against the Third Party Challenge, either separately or jointly, then that Party will be deemed to have its interest in this Agreement terminated.

ARTICLE VII FORCE MAJEURE

Performance under this Agreement by all Parties may be suspended upon the occurrence of a **Force Majeure Event**, which means: Any flood, earthquake, failure of any facility not owned by one of the Parties, acts of God (other than drought), governmental or court actions, and other events which are beyond the reasonable control of, and have not been caused or contributed to by the Parties, and which causes the affected Party to be unable to substantially perform its obligations hereunder; provided, however, that no suspension shall extend the term of this Agreement. The affected Party shall provide the other Party written notice of the estimated duration of the suspension of performance and basis for the suspension prior to the suspension, if possible, and in no event less than one business day following the suspension. The affected Party shall thereafter provide the other Party with any information obtained regarding the Force Majeure Event and any information reasonably requested.

ARTICLE VIII REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01. Representations, Warranties and Covenants. Each Party represents, warrants, and covenants to the other that:

- (a) It is duly formed, validly existing and in good standing under the laws of the State of California and has full power and authority to conduct its business as presently conducted and to enter into and perform this Agreement and to carry out the transactions contemplated by this Agreement.
- (b) The execution, delivery and performance of this Agreement: (i) will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute (with or without notice or lapse of time, or both) a default under or a violation of (A) such party's enabling act, (B) any indenture, loan or credit agreement, note agreement, deed of trust, mortgage, security agreement or other agreement, lease or other instrument, commitment or arrangement to which such Party is a party or by which any of its properties, assets or rights are bound or affected, or (C) any decree, judgment, order, statute, rule or regulation applicable to such Party; and (ii) will not result in the imposition of any lien or other encumbrance on any property, asset or right held by such Party. It is not in violation of, or (with or without notice or lapse of time or both) in default under, any term or provision of any indenture, loan or credit agreement, note agreement, deed of trust, mortgage, security agreement or other agreement, lease or other instrument, commitment or arrangement to which it is a party or by which any of the properties, assets or rights are bound or affected that would have a material adverse effect upon the transaction contemplated hereby. Such Party is aware of no reason why it cannot fully and timely perform under this Agreement.

(c) To the best knowledge of such Party, as of the date of this Agreement no litigation, including any arbitration, audit, investigation or other proceeding of or before any court, arbitrator or governmental or regulatory authority is pending or, threatened, involving the water rights or storage rights that are the subject of this Agreement, or any other matter that could affect its ability to perform under this Agreement. Such Party is not a party to or subject to the provisions of any judgment, order, writ, injunction, decree or award of any court, arbitrator or governmental or regulatory official, body or authority that would interfere with its obligations under this Agreement.

(d) No statement by such Party contained in this Agreement and no written statement furnished by such Party or any officer, employee, director, counsel or other agent of such party pursuant to or in connection with this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary in order to make the statements therein contained not misleading. There is no fact that adversely affects, or in the future might reasonably be expected to adversely affect the condition (financial or otherwise), operations (present or prospective), business (present or prospective), properties, assets or liabilities of such Party that is not set forth in this Agreement or any exhibit thereto.

(e) Such Party shall maintain adequate facilities, personnel and resources to meet its obligations under this Agreement.

(f) All actions of such Party and its directors required in order to execute, deliver and fully perform this Agreement have been taken and remain in effect.

8.02. Survival. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements of the Parties contained in this Agreement shall be considered material and shall be effective and survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby notwithstanding any investigation of the matters covered thereby by or on behalf of any Party benefited by any such representation, warranty, covenant or agreement or any knowledge (actual or constructive) on the part of any Party benefited by any such representation, warranty, covenant or agreement as to the truth or accuracy (or falseness or inaccuracy) thereof.

ARTICLE IX MISCELLANEOUS

9.01. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. All understandings and agreements heretofore had between the Parties respecting this transaction, including without limitation, any offers, counteroffers or letters of intent, are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, covenants, or agreements except as specifically and expressly set forth herein and in the exhibits annexed hereto.

9.02. Waiver. The waiver by one Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such Party of

any other covenant, condition, or promise hereunder. The waiver by any of the Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

9.03. Amendment. No change in or addition to this Agreement or any part hereof shall be valid unless in writing and signed by or on behalf of the Party charged therewith.

9.04. Assignment. No Party may assign this Agreement without the written consent of the other Party, which may not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

9.05. Expenses of this Agreement. Each of the Parties shall pay its own attorneys' fees and expenses incident to the negotiation, preparation, execution, delivery and performance of this Agreement, except as expressly set forth herein.

9.06. Construction. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto, and Section 1654 of the Civil Code has no application to interpretation of this Agreement. Headings at the beginning of Sections, paragraphs and subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement and shall not be used in construing it. The preamble, recitals and all exhibits and schedules to this Agreement are part of this Agreement and are incorporated herein by this reference. Whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular, and the masculine gender shall include the feminine and neuter genders and vice versa. Unless otherwise required by the context (or otherwise provided herein): the words "herein," "hereof" and "hereunder" and similar words shall refer to this Agreement generally and not merely to the provision in which such term is used; the words "including," "include" or "includes" shall be interpreted in a non-exclusive manner as though the words "but [is] not limited to" or "but without limiting the generality of the foregoing" immediately followed the same; and the word "month" shall mean calendar month. If the day on which performance of any act or the occurrence of any event hereunder is due is not a business day, the time when such performance or occurrence shall be due shall be the first business day occurring after the day on which performance or occurrence would otherwise be due hereunder. All times provided in this Agreement for the performance of any act will be strictly construed, time being of the essence of this Agreement.

9.07. Notices. All notices or other communications of any kind to be given hereunder, except as authorized by Section 2.04 above, shall be in writing and sent (i) via a method capable of being traced (mailed postage prepaid via the U.S. Postal Service certified or registered mail, return receipt requested, or delivered by a nationally-recognized overnight delivery service (e.g., Federal Express, UPS)), (ii) by facsimile (electronically confirmed) or (iii) by electronic mail with confirmation of receipt. Notices shall be deemed received upon the first attempted delivery by the U.S. Postal Service, or a nationally-recognized overnight delivery service, or upon confirmed transmission of the facsimile or confirmed receipt of electronic mail before 5 p.m. (in

the recipient's time zone) on any business day, or, if transmission is after 5 p.m. (in the recipient's time zone), on the next business day. Notice by facsimile or electronic mail shall be deemed to have occurred if it is accompanied by transmission of the notice by any of the methods described in clause (i) of the first sentence of this Section 9.07 or the receipt of the facsimile or electronic mail is acknowledged in writing (including by responsive electronic mail) by the recipient. Notices shall be sent to the following addresses or such other address as any Party shall designate in writing:

Palmdale Water District

Dennis D. LaMoreaux, General Manager
2029 East Q Ave
Palmdale, Ca. 93550
Phone: 661.947.4111
Email: dlamoreaux@Palmdalewater.org

Belridge Water Storage District

Mark A. Gilkey, General Manager
5555 California Ave, Suite 209
Bakersfield, CA 93309
Phone: 661.633.9022
Email: mgilkey@westsidewa.org

Berrenda Mesa Water District

Mark A. Gilkey, General Manager
5555 California Ave, Suite 209
Bakersfield, CA 93309
Phone: 661.633.9022
Email: mgilkey@westsidewa.org

Lost Hills Water District

Mark A. Gilkey, General Manager
5555 California Ave, Suite 209
Bakersfield, CA 93309
Phone: 661.633.9022
Email: mgilkey@westsidewa.org

Wheeler Ridge-Maricopa Water Storage District

Sheridan Nicolas, Engineer-Manager
12109 Highway 166
Bakersfield, CA 93313
Phone: 661.858.2281
Email: snicholas@wrnwdsd.com

Dudley Ridge Water District

Mark A. Gilkey, General Manager
455 W. Fir Ave.

Clovis, CA 93611
Phone: 559.449.2700
Email: mgilkey@dudleyridgewd.org

9.08. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and electronic signatures shall be binding.

9.09. Governing Law. This Agreement will be governed by and construed under the laws of the State of California without regard to conflicts of law principles, with venue for any action proper only in Kern County.

9.10. Further Assurances. From time to time and at any time after the execution and delivery hereof, each of the Parties, at their own expense, shall execute, acknowledge and deliver any further instruments, documents and other assurances reasonably requested by another Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by another Party to evidence or carry out the intent of or to implement this Agreement. The Parties shall cooperate with each other, as reasonably requested by either Party, in preparing and filing on such schedule as shall reasonably be specified by the requesting Party all information and documents deemed necessary or desirable by the requesting Party under any statutes or governmental rules or regulations pertaining to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PALMDALE WATER DISTRICT



Dennis D. LaMoreaux, General Manager

DUDLEY RIDGE WATER DISTRICT



Mark A. Gilkey, General Manager

LOST HILLS WATER DISTRICT



Mark A. Gilkey, General Manager

BERRENDA MESA WATER DISTRICT



Mark A. Gilkey, General Manager

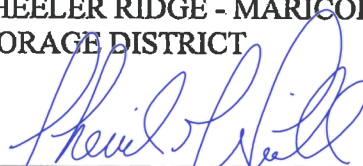
FINAL
June 22, 2021

BELRIDGE WATER STORAGE DISTRICT



Mark A. Gilkey, General Manager

**WHEELER RIDGE - MARICOPA WATER
STORAGE DISTRICT**



Sheridan Nicholas, Engineer-Manager

MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, APRIL 9, 2025

A meeting of the Outreach Committee of the Palmdale Water District was held Wednesday, April 9, 2025, at 2029 East Avenue Q, Palmdale, CA 93550. Chair Dino called the meeting to order at 10:00 a.m.

1) Roll Call.

Attendance:

Committee:

Vincent Dino, Chair
Cynthia Sanchez,
Committee Member

Others Present:

Dennis LaMoreaux, General Manager
Judy Shay, Public Affairs Director
Claudia Bolanos, Resource and Analytics Director
Dennis Hoffmeyer, Finance Manager
Don Wilson, Committee Member Alternate
Danielle Henry, Executive Assistant
Patricia Guerrero, Management Analyst

2) Adoption of Agenda.

It was moved by Committee Member Sanchez, seconded by Chair Dino, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

3) Public Comments for Non-Agenda Items.

There were no public comments for non-agenda items.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held January 30, 2025.

It was moved by Committee Member Sanchez, seconded by Chair Dino, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Outreach Committee meeting held January 30, 2025, as written.

4.2) Discussion of 2025 Outreach Activities. (Public Affairs Director Shay)

a) Outreach Report.

Public Affairs Director Shay provided a detailed overview of the written Outreach Report of current events through April 2 including press releases, print publications, customer outreach, social media highlights and participation at various events including facilitating three Special Districts Association of North Los Angeles County (SDANLAC) Executive Board Meetings and a membership luncheon, the Spring Pipeline, a tour of the Water Treatment Plant for Senator Valladares and staff, participation in Read Across America at Golden Poppy Elementary, and a District-hosted blood drive with 35 participants which helped 75 people at Palmdale Regional Medical Center.

b) Upcoming Events/2025 Plans.

She then stated that upcoming events include the Water Ambassadors Academy on April 9, 16, 23, and 26 and the Water-Wise Workshop: Mastering Your Garden event on May 1.

5) Reports.

5.1) Water-Use Efficiency Activities. (Resource and Analytics Director Bolanos)

Resource and Analytics Director Bolanos provided a brief update on Water Use Efficiency (WUE) programs and stated that the decrease in customer applications is attributed to inflation and no longer being in a drought; that staff continues to provide water surveys and promote water conservation to customers; that staff has conducted 9 classroom presentations reaching 220 students; that staff participated in Career Day at the Palmdale Aerospace Academy; that several members of the Board will be judging the 2025 Earth Day Poster Contest on April 22; and that the upcoming Water-Wise Workshop will teach customers how to understand their water bill, check for leaks, review water saving tips, and provide information on WUE programs and rebates, and after a brief discussion of water leaks and customer outreach through social media, Public Affairs Director Shay added that PWD was the only booth that was invited to do a presentation at the Palmdale Aerospace Academy Career Fair.

5.2) Legislative/Lobbying Activities. (Public Affairs Director Shay)

Public Affairs Director Shay provided a brief update on AB 259 regarding removal of the sunset date from AB 2449 to continue remote meeting participation, on SB 496 regarding exemptions allowance for public agencies to extend the deadline for transitioning to zero-emission vehicles beyond 2035, and on SB 466 regarding the Chromium 6 MCL Compliance Safeguard Act which will provide some protection to water districts that do not meet the maximum contaminant level (MCL) guidelines.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

7) Date of Next Committee Meeting.

After a brief discussion of quarterly meetings moving forward, it was determined that the next Outreach Committee meeting will be held in July.

8) Adjournment.

There being no further business to come before the Outreach Committee, the meeting was adjourned at 10:21 a.m.


Chair