

**ANTELOPE VALLEY-EAST KERN WATER AGENCY  
 ANTELOPE VALLEY-EAST KERN WATER AGENCY FINANCING AUTHORITY  
REGULAR BOARD MEETING AGENDA  
TUESDAY, MAY 9, 2023, AT 5:30 PM  
6450 WEST AVENUE "N," PALMDALE, CA 93551**

**Teleconference: (669) 900-6833; ID No. 894 3572 7657#; PASSCODE: 0**

**Video Conference: <https://us02web.zoom.us/j/89435727657?pwd=ak1XbmprdfBUQnRZOWszWU91VHdyUT09>**

**Teleconference Location: 2856 Owens Way, Rosamond, CA 93560**

***\*\*Please mute audio at all times unless speaking\*\****

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL:** Division 7 – **Gary Van Dam** \_\_\_\_\_; Division 6 – **Audrey T. Miller** \_\_\_\_\_; Division 5 – **Robert Parris** \_\_\_\_\_; Division 2 – **Keith Dyas** \_\_\_\_\_; Division 1 – **(Vacant)** \_\_\_\_\_; Division 3 – **Frank Donato** \_\_\_\_\_; Division 4 – **George M. Lane** \_\_\_\_\_

**OFFICERS:** General Manager – **Matthew Knudson**; Attorney – **Jim Markman/Tilden Kim**; Board Secretary/Treasurer – **Holly Hughes**

**4. VOLUNTARY PUBLIC ROLL-CALL** – If any member of the public wishes to introduce themselves, please feel free to do so now.

**5. PUBLIC COMMENTS AND PERIOD OPEN TO THE PUBLIC** – If anyone wishes to address the board on any item not on the agenda, please feel free to do so now.

**6. ADOPTION OF AGENDA**

**Page**

6(a-1)	Adoption of Agenda for Regular Board Meeting of May 9, 2023	Board Order 6(a-1)	5
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**7. CONSENT CALENDAR – ACTION ITEMS** – The public and board shall have an opportunity to comment on any action item(s) on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.

**Page**

7(a-1)	Approve Minutes of the Regular Board Meeting of March 28, 2023	Board Order 7(a-1)	7
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**8. ITEM(S) FOR CONSIDERATION AND POSSIBLE ACTION**

**a. Finance Committee (FD/KD/GL) 05/04/23 Page**

8(a-1)	Consideration and possible action to accept and file the Check Register Lists from April 13, 2023, through April 26, 2023 (General Manager Knudson)	Board Order 8(a-1)	11
8(a-2)	Consideration and possible action to accept and file the Revenue and Expense Report for 3 <sup>rd</sup> Quarter of FY 2022/2023 (General Manager Knudson)	Board Order 8(a-2)	17
8(a-3)	Consideration and possible action on Treatment Chemical Bids (Liquid Alum, Sodium Hypochlorite, and Zinc Orthophosphate) associated with the proposed Fiscal Year 2023/2024 Chemical Budget in the amount of \$1,800,000 (Operations Manager Bozigian)	Board Order 8(a-3)	19
8(a-4)	Overview of the emergency repair on the North Feeder (Operations Manager Bozigian)		24

**b. High Desert Water Bank and Water Banking Committee (FD/KD/GV) 04/27/23 Page**

8(b-1)	Monthly update on the High Desert Water Bank (HDWB) Project (Engineering Manager Livesay)		n/a
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**c. New Business Page**

8(c-1)	Consideration and possible action on Resolution No. R-23-13; Announcing the vacancy for the office of Director for Division 1 and stating the Board’s intent to fill the vacancy (Attorney Markman/Kim)	Board Order 8(c-1)	29
8(c-2)	Consideration and possible action on a Consulting Services Agreement with Dwayne Chisam (General Manager Knudson)	Board Order 8(c-2)	31

**9. GENERAL MANAGER’S REPORT ON WATER SUPPLY, PROJECTS, AND PROGRAM**

**10. DIRECTORS REPORTS**

**11. ATTORNEY REPORT**

**12. REQUEST FOR FUTURE AGENDA ITEMS**

**13. CLOSED SESSION**

- a. *(Possible)* Closed Session – Conference with Legal Counsel – Existing Litigation, to which the local Agency is a party pursuant to Government Code Section §54956.9(d)(1), one case, *CV Communities, LLC v. Antelope Valley-East Kern Water Agency*, Los Angeles County Superior Court Case No. 20STCV10953

#### **14. CLOSED SESSION ANNOUNCEMENTS**

#### **15. ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR TUESDAY, MAY 23, 2023, AT 5:30 P.M.**

**Note:** The Board reserves the right to discuss and/or act on all the above agenda items.

#### **NOTICES**

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 943-3201 or writing to Antelope Valley-East Kern Water Agency at 6450 West Avenue N, Palmdale, CA 93551. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

A complete agenda packet containing all accompanying reports for this agenda is available by contacting the Board Secretary-Treasurer at [hhughes@avek.org](mailto:hhughes@avek.org) or (661) 943-3201, or at the Antelope Valley-East Kern Water Agency, 6450 West Avenue N, Palmdale, CA 93551. Board meetings are subject to audio recording.

Posted: May 5, 2023, at 2:30 p.m. by Holly Hughes, Board Secretary-Treasurer



**RECOMMENDED BOARD ORDER 6(a-1)**

To the Board of Directors

**FOR BOARD ACTION**

**ADOPTION OF THE CURRENT AGENDA FOR MAY 9, 2023**

The Board of Directors adopted the following Board Order on May 9, 2023:

To adopt the Current Agenda for May 9, 2023, as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDER 6(a-1)**

05-09-23



**RECOMMENDED BOARD ORDER 7(a-1)**

To the Board of Directors

**FOR BOARD ACTION**

**APPROVE MINUTES OF THE REGULAR BOARD MEETING  
OF MARCH 28, 2023**

The Board of Directors adopted the following board order on  
May 9, 2023:

That the Minutes of the Regular Board Meeting of March 28, 2023, be  
approved as presented.

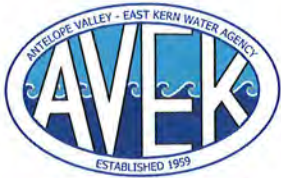
Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDER 7(a-1)**

05-09-23



# Antelope Valley-East Kern Water Agency Antelope Valley-East Kern Financing Authority

*The mission of AVEK is to deliver reliable, sustainable, and high-quality supplemental water to the region in a cost-effective and efficient manner*

## MINUTES

### Regular Board Meeting of March 28, 2023

<b>1. Call to Order:</b>		The regular meeting of the Board of Directors of the Antelope Valley-East Kern Water Agency and the Antelope Valley-East Kern Water Agency Financing Authority met in-person and via teleconference and video conference. The meeting was called to order by President Lane at 5:30 p.m.	
Date: Tuesday, March 28, 2023			
Time: 5:30 p.m.			
Location: 6450 W Ave N, Palmdale, CA 93551 -and- Zoom			
Telephone: (669) 900-6833; ID No: 894 3572 7657; Passcode: 0			
Zoom Link: <a href="https://us02web.zoom.us/j/89435727657?pwd=ak1XbmprdfBUQnRZOWszWU91VHdyUT09">https://us02web.zoom.us/j/89435727657?pwd=ak1XbmprdfBUQnRZOWszWU91VHdyUT09</a>			
<b>2. Pledge of Allegiance</b>			
		Led by: Pam Clark – AVEK Executive Assistant	
<b>3. Roll Call: Board Members</b>		Present: 7 Not Present: 0	
Division 7, <b>Gary Van Dam</b> [present in-person]	Division 6, <b>Audrey Miller</b> [present in-person]		
Division 5, <b>Robert Parris</b> [present in-person]	Division 2, <b>Keith Dyas</b> [present in-person]		
Division 1, <b>Shelley Sorsabal</b> [present in-person]	Division 3, <b>Frank Donato</b> (Vice President) [present in-person]		
Division 4, <b>George Lane</b> (President) [present in-person]			
<b>Board Officers</b>		Present: 3 Not Present: 0	
General Manager- <b>Matthew Knudson</b>		<div style="border: 2px solid black; padding: 10px; font-size: 2em; font-weight: bold; opacity: 0.5;">DRAFT</div>	
General Counsel/Attorney: <b>Tilden Kim</b> , Richards Watson Gershon Law (RWG)			
Board Secretary-Treasurer: <b>Holly Hughes</b>			
<b>NOTES:</b>			
<b>Staff Present:</b> In-person: Teresa Yates, Finance & Administration Manager; Justin Livesay, Engineering Manager; Dwayne Chisam, Director of Special Projects; and Pam Clark, Executive Assistant. <b>Present via Teleconference:</b> Peter Thompson, Assistant General Manager.			
<b>Others Present in-person:</b> Vince Dino, Palmdale Water District; and others.			
<b>Others Present via Teleconference:</b> Jack Seefus; John Ukkestad; John Joyce; Benjamin Steward; NERD Aerotech News-Alisha; Tim Leo; Richard Lambros; (661) 272-0015; (661) 860-1020; and others.			
<b>4. Voluntary Public Roll Call</b>			
John Ukkestad, AV Mutual Group; John Joyce, Acton-Agua Dulce News; Jack Seefus, White Fence Farms 3			
<b>5. Public Comments and Period Open to the Public</b>			
There were no public comments.			
<b>6. Adoption of Agenda:</b>			<b>1 Item</b>
<b>BOARD ORDER 6(a-1):</b> Adoption of Agenda for Board Meeting of March 28, 2023			
6(a-1):	MOTION: Parris	SECOND: Miller	VOTING: AYE = 7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Carried. <span style="float: right; background-color: #c8e6c9; padding: 2px;">PASSED</span>
<b>7. Consent Calendar</b>			<b>2 Items</b>
7(a-1) Approve Minutes of the Regular Board Meeting of February 14, 2023			
7(a-2) Accept and file the Check Register Lists from March 2, 2023 through March 15, 2023 (Finance Committee Review – 03/27/23)			
<b>BOARD ORDERS 7(a-1) &amp; 7(a-2)</b> Approval of two (2) Items on the Consent Calendar as presented.			
7(a-1) & 7(a-2)	MOTION: Dyas	SECOND: Sorsabal	VOTING: AYE = 7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Carried. <span style="float: right; background-color: #c8e6c9; padding: 2px;">PASSED</span>



**DRAFT**

**8. Items for Consideration and Possible Action** **3 Items**

**a. Finance Committee (FD/KD/GL) 03/27/23**

**8(a-1) Accept and File the Treasurer’s Report for the Month Ending February 28, 2023**

**BOARD ORDER 8(a-1)** To accept and file the Treasurer’s Report for the month ending February 28, 2023, as presented and recommended by the Finance Committee and staff.

8(a-1)	<u>MOTION:</u> Donato	<u>SECOND:</u> Sorsabal	ROLL-CALL VOTING: AYE = 7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Director Lane abstained; Carried.	PASSED
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**b. New Business**

**8(b-1) Consideration and possible action on ratification of agreement for exchange of State Water Project water between Santa Clara Valley Water District and AVEK (General Manager Knudson)**

**BOARD ORDERS 8(b-1)** To approve ratification of the proposed 2:1 Exchange Agreement between Santa Clara Valley Water District (Valley Water) and AVEK as recommended and presented.

8(b-1)	<u>MOTION:</u> Parris	<u>SECOND:</u> Donato	VOTING: AYE = 7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Carried.	PASSED
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**9. General Manager’s Report on Water Supply, Projects, and Program**

The Northern California precipitation was reported by General Manager Knudson. An increase in SWP allocation was announced from 35% to 75%.

The Agency’s State Water Project Reservoir levels were reported; Lake Oroville – 82% of capacity and 117% of historical average and San Luis – 97% of capacity and 112% of historical average.

Article 21 Water was reviewed. AVEK executed an agreement to receive 2023 Article 21 excess water supply. It is a weekly program. Current estimated total based on 5 to 6 weeks of deliveries is 10,000 AF. Standard DWP/SWP transportation charges apply to the delivery of A21 water.

An update was provided on AVEK operations and other agency activities. Highlights included recharge at the Westside Water Bank, Upper Amargosa and Eastside Water Banks was reported 200+ acre-feet per day total. Staff is developing a 2023 Water Supply Plan with options for Committee and Board discussion. Progress was reported on the prepayment of 2008 A-2 COPs.

Upcoming Events and Schedule were reported as follows: Harassment Prevention (online training) Wednesday 3/29/23 at 10 a.m.; AV Watermaster Board Meeting – Wednesday, 4/26/23 at 10 a.m. at AVEK & Zoom; ACWA Spring Conference – Week of May 8, 2023, in Monterey, CA.

**10. Director Reports**

VP/Director **Donato** stated that he would like staff to look into recharge at the two Littlerock Creeks when we are looking at our 2023 water supply. Director **Miller** provided a report as chair of the Joshua Tree Committee, stating that Pam [Clark] provided a good report on legislation. President/Director **Lane** stated that Director **Miller** and staff did a great job.

**11. Attorney Report**

Attorney **Kim** stated that he had nothing new to report.

**12. Request for Future Agenda Items**

There were no requests for future agenda items.

**13. Old Business/Closed Session**

**DRAFT**

General Manager **Knudson** stated that there was reason to go into closed session for Item No. 13(a) only. Attorney **Kim** recused himself and Attorney Robert **Saperstein** was present via teleconference for Item No. 13(a).

- a. **(YES)** Closed Session – Conference with Legal Counsel – Existing Litigation, to which the local agency is a party pursuant to Government Code Section 54956.9(d)(1), one case, *CV Communities, LLC v. Antelope Valley-East Kern Water Agency*, Los Angeles County Superior Court Case No. 20STCV10953
- b. **(NO)** Closed Session – Conference with Legal Counsel – Existing Litigation (Paragraph (1) of subdivision (d) of Government Code Section 54956.9); Name of case: *Roberts v. Coachella Valley Water District*, County of Riverside Superior Court, Case RIC182310 MF

**BOARD ORDERS 13.1** The meeting was adjourned to closed session at 5:58 p.m. to discuss Item 13(a) only.

13.1	<b>MOTION:</b> Miller	<b>SECOND:</b> Parris	<b>VOTING:</b> AYE = 7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Carried.	<b>PASSED</b>
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**BOARD ORDERS 13.2** The meeting was reconvened to open session at 6:29 p.m.

13.2	<b>MOTION:</b> Parris	<b>SECOND:</b> Miller	<b>VOTING:</b> AYE = 7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Carried.	<b>PASSED</b>
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**14. Closed Session Announcement(s)**

There was nothing to report as a result of closed session.

**15. Adjourn to a Regular Board Meeting Scheduled for Tuesday, April 11, 2023, at 6:31 p.m.**

**BOARD ORDER 15:** The meeting was adjourned at 6:31 p.m.

15	<b>MOTION:</b> Dyas	<b>SECOND:</b> Sorsabal	<b>VOTING:</b> AYE =7; NAY= 0; ABSTAIN = 0; ABSENT = 0; Carried.	<b>PASSED</b>
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Approval:



\_\_\_\_\_  
Holly Hughes, Board Secretary-Treasurer

**Board of Directors:**

\_\_\_\_\_  
President or Vice-President's Signature

\_\_\_\_\_  
Date

**RECOMMENDED BOARD ORDER 8(a-1)**

To the Board of Directors

**FOR BOARD ACTION**

**CHECK REGISTER LISTS**

The Board of Directors adopted the following board order on May 9, 2023:

That the check register lists for the period of April 13, 2023, through April 26, 2023, be approved and accepted for filing as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDER 8(a-1)**

05-09-23

AVEK Water Agency  
Check List  
For the Period From Apr 13, 2023 to Apr 26, 2023

REVIEWED  
5/1/23  
m.x.

Check #	Payee	Explanation	Approved By:	Amount	
<b><u>DWR CONTRACT &amp; WATER DELIVERIES</u></b>					
1	83857	Department of Water Resources	Monthly Variable O.M.P.&R - March 2023	Monthly - GM Approved	\$ 1,380,714.00
2	83857	Department of Water Resources	O.M.P.&R./Off-Aqueduct/Conservation Charges	Monthly - GM Approved	\$ 1,567,783.00
<b><u>MONTHLY</u></b>					
3	83846	AT&T	Landline SCADA Alarm - AWTP	Monthly - GM Approved	\$ 285.32
4	83850	Broadvoice Business	VOIP Phones - All Sites	Monthly - GM Approved	\$ 1,222.47
5	83851	Canon Financial Services, Inc.	Copier Charges	Monthly - GM Approved	\$ 790.88
6	83854	Cintas	Uniforms - All Sites	Monthly - GM Approved	\$ 1,541.43
7	83859	Eurofins Eaton Analytical, LLC	Outside Services - Lab	Monthly - GM Approved	\$ 1,455.00
8	83860	Frontier	Landline SCADA Alarm - WWB	Monthly - GM Approved	\$ 83.12
9	83869	Hydrex Pest Control, Inc.	Building Maintenance - Administration	Monthly - GM Approved	\$ 339.00
10	83876	PFM Asset Management LLC	Managed Account Fees - March 2023	Monthly - GM Approved	\$ 2,219.87
11	83881	Southern CA Edison	Electricity/Pumping - QHWTP/QH Decant/AWTP HLPS/EWTP/LV Tank/LVPS/Willow PS/RWTP/RG4/RG5/Healy/EBB Ops/ES2/ES3/ES4/EW16/EW17/CF/ SNIP PS/Boron PS/MPS/MTF	Monthly - GM Approved	\$ 72,896.59
12	83884	The Shredders	Document Security	Monthly - GM Approved	\$ 220.00
13	83886	Sparkletts	Supplies - Lab	Monthly - GM Approved	\$ 362.25
14	83891	WEX Bank - Enterprise Fleet Management	Gasoline/Diesel - All Sites	Monthly - GM Approved	\$ 11,124.28
<b><u>BOARD APPROVED</u></b>					
15	83844	CB&T/ACWA-JPIA	Employee/Director Medical Insurance	Monthly - BoD Approved Agreement	\$ 94,232.93
16	83845	Airgas USA, LLC	Chemicals - Liquid Oxygen	BoD Approved Chemical Budget	\$ 4,609.63
17	83858	Eco Services Operations Corp.	Chemicals - Alum	BoD Approved Chemical Budget	\$ 14,037.58
18	83864	Core & Main LP	Fixed Asset ER23-15 - RWTP CF Check Valves	P.O. #22-0120 - Board Meeting 6/28/2022	\$ 79,768.08

AVEK Water Agency  
Check List  
For the Period From Apr 13, 2023 to Apr 26, 2023

Check #	Payee	Explanation	Approved By:	Amount
<b>BOARD APPROVED cont.</b>				
19	83865	HdL Coren & Cone	Professional Services - Property Tax Consultant - April to June 2023	Quarterly - BoD Approved Agreement \$ 7,475.14
20	83871	JCI Jones Chemicals, Inc	Chemicals - Sodium Hypochlorite	BoD Approved Chemical Budget \$ 4,058.91
21	83873	Kennedy/Jenks Consultants	Professional Services thru 2/24/23 - SNIP Phase II	BoD Approved Agreement \$ 2,507.50
22	83879	Palmdale Water District	Payment for PWD Treatment Cost for Acton Service Area	Finance Committee 4/20/2023 \$ 3,462.78
23	83880	Richards, Watson & Gershon	Legal Services - Through March 2023	Finance Committee 4/20/2023 \$ 25,397.50
24	83885	Sierra Construction & Excavation Inc.	Fixed Asset BIR21-02 - QH 4-inch Utility	BoD Approved Agreement \$ 92,397.00
25	83885	Sierra Construction & Excavation Inc.	Fixed Asset BIR22-12 - Manholes to Grade project	BoD Approved Agreement \$ 8,255.50
26	83892	Alisha L. Semchuck	Public Information Consultant - April 2023	BoD Approved Contract \$ 1,500.00
<b>GM APPROVED</b>				
<b>Administration</b>				
27	83843	American Business Machines	Copier Charges	GM Approved \$ 886.00
<b>Finance</b>				
28	83889	Total Compensation Systems, Inc	GASB 75 Roll-Forward Valuation - 1st Installment - Needed for Audit	GM Approved \$ 922.50
<b>Human Resources</b>				
29	83877	Proactive Work Health	Employee Physicals	GM Approved \$ 750.00
<b>Lab</b>				
30	83870	International Accreditation Service	Lab Certification	GM Approved \$ 5,000.00
31	83887	Teledyne Instruments, Inc.	Equipment Maintenance - Lab	P.O. #23-0075 - GM Approved \$ 7,891.00
<b>Operations &amp; Maintenance</b>				
32	83847	AV Action Air, Inc.	HVAC Maintenance - Admin1	GM Approved \$ 10,700.00
33	83848	Antelope Valley AQMD	Standby Generator Permits - EWTP/QHWTP	Annually - GM Approved \$ 1,832.67

AVEK Water Agency  
Check List  
For the Period From Apr 13, 2023 to Apr 26, 2023

Check #	Payee	Explanation	Approved By:	Amount
<b>GM APPROVED cont.</b>				
<b><u>Operations &amp; Maintenance cont.</u></b>				
34	83849	Boot Barn, Inc.	Work Boots Reimbursement - K. Wright/S. Godde - Per BoD Approved Policy	GM Approved \$ 300.00
35	83852	CED - Orange/LA	Equipment Maintenance - RWTP/AWTP	GM Approved \$ 388.50
36	83853	Chad's Chippers Tree Service	Fixed Asset CP23-02 - 75th St. Turnout Rebuild	P.O. #23-0081 - GM Approved \$ 1,600.00
37	83856	Charles P. Crowley Company, Inc.	Equipment Maintenance - EBB	P.O. #23-0069 - GM Approved \$ 5,750.61
38	83861	The Gate Doctor, Inc.	Equipment Maintenance - QHWTP	GM Approved \$ 235.00
39	83862	Grainger	Equipment Maintenance/Cat Gensets Maintenance - QHWTP	P.O. #23-0080 - GM Approved \$ 1,325.59
40	83863	Harbor Freight Tools	Small Tools/Supplies - QHWTP	GM Approved \$ 159.79
41	83866	Henry's Hardware	Equipment Maintenance - LV Feeder	GM Approved \$ 21.15
42	83867	Gary Hensley	Education Reimbursement - D3 Renewal - Per BoD Approved Policy	GM Approved \$ 90.00
43	83868	Herc Rentals Inc.	Equipment Rental - QHWTP	GM Approved \$ 3,847.56
44	83872	Karls Hardware, Inc.	Equipment Maintenance/Supplies - RWTP	GM Approved \$ 87.59
45	83874	Aaron Martinazzi	Education Reimbursement - Distribution System Course - Per BoD Approved Policy	GM Approved \$ 349.99
46	83875	McMaster-Carr Supply Company	Equipment Maintenance - West Feeder	P.O. #23-0087 - GM Approved \$ 408.70
47	83883	SEA Supply	Supplies - QHWTP	GM Approved \$ 302.09
48	83888	Tire Xpress	Enterprise Vehicle Maint. - Vehicle #3 - EWTP	GM Approved \$ 740.00
49	83890	VWR International	Chemicals/Supplies - Lab	P.O. #23-0063/23-0072- GM Approved \$ 417.03

AVEK Water Agency  
 Check List  
 For the Period From Apr 13, 2023 to Apr 26, 2023

	Check #	Payee	Explanation	Approved By:	Amount
		<b>VOID</b>			
50	83855	VOID	Second Page of Check 83854 - Needed for Printing of Payment Details on Check Stub	n/a	
51	83878	VOID	Second Page of Check 83877 - Needed for Printing of Payment Details on Check Stub	n/a	
52	83882	VOID	Second Page of Check 83881 - Needed for Printing of Payment Details on Check Stub	n/a	
	Total				\$ 3,422,745.53

Check List  
 For the Period From April 13, 2023 to April 26, 2023  
 High Desert Water Bank Capital Program Account - MET

REVIEWED  
 5/1/23  
 m.x.

Check #	Payee	Explanation	Approved By:	Amount
1270	Antelope Valley-East Kern Water Agency	Transfer to Operating Account - Reimbursed Admin. Costs through January 31, 2023	Per HDWB-MWD Agreement	\$ 2,948.84
1271	CRM Tech	Cultural Monitoring - HDWB	GM Approved	\$ 1,323.75
1272	Kennedy/Jenks Consultants	HDWB Project Management Services Thru 2/24/2023	BoD Approved Agreement	\$ 12,585.00
1272	Kennedy/Jenks Consultants	HDWB Stage 1 & Stage 2 Recharge System Improvements - TO No.3 - Thru 2/24/2023	BoD Approved Agreement	\$ 99,455.23
Total				\$ 116,312.82

Checking account balance before above checks \$ 1,325,284.11

Outstanding Invoices to Metropolitan Water District at 4/26/23

Invoice No. 033123-19 \$ 2,259,331.37  
 Invoice No. 041823-20 \$ 2,223,187.00



**RECOMMENDED BOARD ORDER 8(a-2)**

To the Board of Directors

**FOR BOARD ACTION**

**REVENUE AND EXPENSE REPORT:**  
**PERIOD ENDING MARCH 31, 2023**  
**THIRD QUARTER – FISCAL YEAR 2022/2023**

The Board of Directors adopted the following board order on  
May 9, 2023:

That the Revenue and Expense Report for the third quarter of Fiscal  
Year 2022/2023 for the period ending March 31, 2023, be approved, and  
accepted for filing.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDER 8(a-2)**

05-09-23

**AVEK Water Agency**  
**Quarterly Revenue and Expense Report**  
**For the Quarter Ending March 31, 2023**

REVIEWED  
5/1/23  
M.K.

	Year to Date Actual	2022-2023 Budget	% of Annual Budget
<b>OPERATING REVENUES</b>			
4100 Water Sales	\$ 17,309,298	\$ 26,447,968	65%
4200 Water Banking Sales	\$ -	\$ -	0%
4300 Water Transfers/Exchanges	\$ 2,223,753	\$ 2,628,000	85%
4900 HDWB Reimbursements & Fees	\$ 47,458	\$ 40,000	119%
Total Operating Revenues	<u>\$ 19,580,509</u>	<u>\$ 29,115,968</u>	67%
<b>OPERATING EXPENSES</b>			
* 5000 Water Purchases	\$ 6,283,101	\$ 9,750,600	64%
5100 Water Delivery & Treatment	\$ 2,305,633	\$ 3,617,000	64%
5200 Maintenance & Supplies	\$ 799,739	\$ 1,565,450	51%
5300 Fees & Services	\$ 1,928,642	\$ 3,842,750	50%
5400 Travel & Transportation	\$ 251,705	\$ 416,200	60%
5500 Personnel Expense	\$ 6,790,060	\$ 8,937,970	76%
5600 Other Expense	\$ 21,250	\$ 127,000	17%
5700 Depreciation	\$ 6,075,000	\$ 8,100,000	75%
Total Operating Expenses	<u>\$ 24,455,130</u>	<u>\$ 36,356,970</u>	67%
<b>NON-OPERATING REVENUES</b>			
4400 Property Tax Revenues	\$ 26,330,883	\$ 36,010,290	73%
** 4500 Investment Income	\$ 2,532,849	\$ 1,330,000	190%
*** 4600 Other Income	\$ 475,447	\$ 1,262,000	38%
4700 Lab Income	\$ 39,205	\$ 55,000	71%
4800 Capacity Charges	\$ 2,555,155	\$ -	0%
Total Non-Operating Revenues	<u>\$ 31,933,538</u>	<u>\$ 38,657,290</u>	83%
<b>NON-OPERATING EXPENSES</b>			
5800 State Water Contract	\$ 23,137,256	\$ 29,284,000	79%
5900 COP/Bond Interest & Fees	\$ 2,693,460	\$ 3,134,600	86%
Total Non-Operating Expenses	<u>\$ 25,830,716</u>	<u>\$ 32,418,600</u>	80%
Total Revenues	<u>\$ 51,514,047</u>	<u>\$ 67,773,258</u>	76%
Total Expenses	<u>\$ 50,285,847</u>	<u>\$ 68,775,570</u>	73%

\* Increased use of recovered banked Table A water.  
\*\* Excludes unrealized market value fluctuations of \$171,798  
\*\*\* Excludes MWD reimbursements of \$26,420,683 for period 7/1/22 through 3/31/23 for HDWB

**RECOMMENDED BOARD ORDER 8(a-3)**

To the Board of Directors

**FOR BOARD ACTION**

**AWARD OF PURCHASE ORDERS  
SUPPLIERS OF CHEMICALS  
FOR WATER TREATMENT PLANTS**

The Board of Directors adopted the following board order on May 09, 2023:

That purchase orders be awarded to suppliers of chemicals for the water treatment plants for the Fiscal Year 2023-2024, as follows:

	Supplier	Price Quote
1. Liquid Alum	_____	_____
2. 12% Sodium Hypochlorite	_____	_____
3. Zinc Orthophosphate	_____	_____
4. *Liquid Oxygen	_____	_____
5. *Carbon Dioxide	_____	_____

*\*Item Supply Contract to run through fiscal year 2025/2026*

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDER 8(a-3)**

05-09-23



**Date:** May 9, 2023  
**To:** Board of Directors  
**From:** Matthew Knudson, General Manager  
Jon Bozigian, Manager of Operations

**Agenda Item: 8(a-3)**

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**Subject:** **Consideration and possible action on Treatment Chemical Bids (Liquid Alum, Sodium Hypochlorite, and Zinc Orthophosphate) associated with the proposed Fiscal Year 2023/2024 Chemical Budget in the amount of \$1,800,000**

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**Recommendation:**

Staff recommends awarding Treatment Chemical supply contracts to the following:

**Aluminum Sulfate:** ECO Services (@ \$498/dry ton) \$755,964 annual  
**12.5% Sodium Hypochlorite:** JCI Jones (@ \$2.02/gallon) \$379,760 annual  
**Zinc Orthophosphate:** Thatcher Co. (@ \$1.08/lb.) \$306,277 annual

**Background:**

Each year, staff sends an RFP to Treatment Chemical Suppliers requesting price quotes to supply the following chemicals for the 2023-2024 fiscal year:

**Aluminum Sulfate**  
**12.5% Sodium Hypochlorite**  
**Zinc Orthophosphate**

**Fiscal Impact:**

Proposed Treatment Chemical budget for the 2023-2024 fiscal year is **\$1,800,000**

*Note: Existing Contracts through 2025:*  
*Liquid Oxygen: AirGas @ \$259,455 annual*  
*Carbon Dioxide: AirGas @ \$34,550 annual*

**Strategic Plan Element:**

Goal 3: Water Quality  
Goal 4: Financial Integrity

**Attachments:**

2023-2024 Treatment Chemical Bid Result spreadsheet



**2023 to 2024 Treatment Chemical Bid Results**

<b>SUPPLIER</b>	<b>ALUM</b>	<b>12% SODIUM HYPOCHLORITE</b>	<b>ZINC</b>	<b>LIQUID OXYGEN</b>	<b>CARBON DIOXIDE (QHWTP only)</b>
BRENNTAG	\$780/dry ton	\$2.76/gal	\$1.123/lb		
CHEMTRADE	\$799.31/dry ton	No Bid	No Bid		
ECO SERVICES	\$498/dry ton	No Bid	No Bid		
JCI JONES	No Bid	\$2.02/gal	No Bid		
OLIN CHLOR ALKALI	No Bid	\$2.77/gal (average)	No Bid		
STERLING	No Bid	No Bid	\$1.10/lb		
THATCHER	\$559/dry ton	No Bid	\$1.08/lb		
UNIVAR	No Bid	No Bid	No Bid		
HASA	No Bid	\$2.245/gal	No Bid		
MATHESON TRI-GAS	n/a	n/a	n/a		
PRAXAIR	n/a	n/a	n/a		
AIRGAS	n/a	n/a	n/a	\$259,455 (Annual Cost)	\$34,550 (Annual Cost)

Note: Liquid Oxygen and Carbon Dioxide supply contract to run through fiscal year 2025/2026.

# Overview of the Emergency Repair on the North Feeder



**Date:** May 9, 2023  
**To:** Board of Directors  
**From:** Matthew Knudson, General Manager  
Jon Bozigian, Manager of Operations

**Agenda Item: 8(a-4)**

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**Subject: Overview of the Emergency Repair on the North Feeder**

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**Information:**

In January 2022 WM LYLES CO. was contracted to repair a leak in a section of the North Feeder located within Edwards Air Force Base on a time and materials basis. Contractor potholed around the pipe to determine the size and procured necessary repair parts. Upon excavation, it was determined that the Contractor had measured incorrectly, and the repair parts were unusable. A temporary 'patch plate' was welded in place to stop the leak and the area was backfilled. The correct size parts were then procured but, due to significant lead times, the permanent repair was rescheduled for January 2023. The area was again excavated, a 40 ft. section of 36" diameter pipe was replaced, a 36" line valve was installed (at AVEK's request), the area was then backfilled and compacted.

**Fiscal Impact:**

Staff reviewed the invoices for accuracy and to ensure that certain activities were not charged to the Agency because of the Contractors measurement error.

**Strategic Plan Element:**

Goal 2: Water Reliability  
Goal 4: Financial Integrity

**Attachments:**

WM LYLES CO (Contractor) invoice summary sheets.



# W. M. LYLES CO.

P. O. BOX 28130, FRESNO, CA 93729  
PHONE (559) 441-1900  
CALIFORNIA CONTRACTOR'S LICENSE NO. 422390

TO: Antelope Valley East Kern Water District  
ATTN: Jon Bozigian  
ADDRESS: 6500 W. Ave N.  
Palmdale, CA 93551  
EMAIL: jbozigian@avek.org

DATE: 4/20/2023  
INVOICE NO: 54.9187.02  
JOB NO: 54.9187.

PROJECT LOCATION: Edwards AFB  
PROJECT: 30 Inch CMLC Repair

DATE	DESCRIPTION	AMOUNT
01/13/23	Onloading Equipment and Materials	\$ 993.52
01/17/23	Unload Materials at Site	\$ 3,823.86
01/18/23	Excavate & Pothole	\$ 3,941.12
01/19/23	Cut/Weld /Fab	\$ 9,047.98
01/20/23	Pipe Prep & Epoxy	\$ 5,040.37
01/21/23	Demo/Fit/Instal Pipe	\$ 7,884.27
01/23/23	Weld/Install Valve/Grout Pipe	\$ 8,229.84
01/24/23	Backfill	\$ 11,551.38
01/25/23	Valve Install/Backfill/Haul off Trash	\$ 6,019.23
		\$ 8,642.25
<b>TOTAL AMOUNT DUE THIS INVOICE</b>		<b>\$ 65,173.82</b>

"Under the Mechanics' Lien Law (Calif. Code of Civil Procedure Section 3082 et Seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer or supplier remains unpaid."

**W. M. LYLES CO.**

P. O. BOX 28130, FRESNO, CA 93729  
PHONE (559) 441-1900  
CALIFORNIA CONTRACTOR'S LICENSE NO. 422390

TO: Antelope Valley East Kern Water District  
ATTN: Jon Bozigian  
ADDRESS: 6500 W Ave N  
Palmdale, CA 93551  
EMAIL: jbozigian@avek.org

DATE: 8/16/2022  
INVOICE NO: 54.9187.01F  
JOB NO: 54.9187.

PROJECT LOCATION: Edwards AFB  
PROJECT: 30 Inch CMLC Repair

DATE	DESCRIPTION	AMOUNT
01/11/22	Invoices- Labor and Equipment deleted	\$ 201.15
01/12/22	Invoices- Labor and Equipment deleted	\$ 139.66
01/17/22	Repair PCCP pipe leak	\$ 4,072.86
01/18/22	Repair PCCP pipe leak	\$ 6,794.41
01/19/22	invoices- Labor and equipment deleted	\$ 70,102.56
<b>TOTAL AMOUNT DUE THIS INVOICE</b>		<b>\$ 81,310.64</b>

"Under the Mechanics' Lien Law (Calif. Code of Civil Procedure Section 3082 et Seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer or supplier remains unpaid."

# **Monthly update on the High Desert Water Bank Project**



**RECOMMENDED BOARD ORDERS 8 (c-1)**

To the Board of Directors

**FOR BOARD ACTION**

**ADOPT RESOLUTION R-23-13 ANNOUNCING THE VACANCY FOR  
THE OFFICE OF DIRECTOR FOR DIVISION 1 AND STATING THE  
BOARD'S INTENT TO FILL THE VACANCY**

The Board of Directors adopted the following board orders on  
May 9, 2023:

That RESOLUTION No. R-23-13, announcing the vacancy for the  
office of Director for Division 1 and stating the Board's intent to fill the  
vacancy, be adopted as presented.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDERS 8(c-1)**

05-09-23

**RESOLUTION NO. R-23-13**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF ANTELOPE VALLEY - EAST KERN (AVEK) WATER AGENCY ANNOUNCING THE VACANCY FOR THE OFFICE OF DIRECTOR FOR DIVISION NO. 1 AND STATING THE BOARD’S INTENT TO FILL THE VACANCY**

**WHEREAS**, Antelope Valley-East Kern Water Agency (“AVEK”) is a governmental entity of the State of California formed by special act of the State Legislature for the provision of specifically authorized services within AVEK’s boundaries; and

**WHEREAS**, the incumbent in the Office of Director, Division No. 1, Antelope Valley-East Kern Water Agency, resigned said office effective April 24, 2023; and

**WHEREAS**, pursuant to California Government code Section 1780, the remaining Agency board members, shall either make an appointment or call a special election to fill the vacancy; and

**WHEREAS**, the person who assumes that Office of Director, Division 1 is expected to fill that position until a special election consolidated with the general election on November 5, 2024; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Antelope Valley-East Kern Water Agency hereby states that it presently intends to fill the vacancy created in the Office of Director, Division No. 1 is by appointing a qualified resident and registered voter of Division No. 1; and, that the Board intends to make a final decision for this purpose no later than June 13, 2023; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be sent to the Board of Supervisors of Los Angeles County and the Los Angeles County Registrar of Voters.

**ADOPTED** this 9th day of May, 2023.

\_\_\_\_\_  
President of the Board of Directors of  
Antelope Valley-East Kern Water Agency

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

ATTEST:

\_\_\_\_\_  
Secretary of the Board  
of Directors of Antelope Valley-  
East Kern Water Agency

(SEAL)

**RECOMMENDED BOARD ORDER 8(c-2)**

To the Board of Directors

**FOR BOARD ACTION**

**APPROVE CONSULTING SERVICES AGREEMENT BETWEEN  
AVEK AND DWAYNE CHISAM**

The Board of Directors adopted the following board order on May 9,  
2023:

To approve the proposed Consulting Services Agreement between  
AVEK and Dwayne Chisam, as presented and recommended.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Carried \_\_\_\_\_

**BOARD ORDER 8(c-2)**

05-09-23



**Date:** May 9, 2023  
**To:** Board of Directors  
**From:** Matthew Knudson, General Manager

**Agenda Item: 8(c-2)**

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**Subject: Consideration and possible action on Consulting Services Agreement with Dwayne Chisam**

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**Recommendation:**

Approve the attached Consulting Services Agreement between AVEK and Mr. Dwayne Chisam.

**Background:**

Mr. Chisam as the former General Manager was involved in several of the current projects and programs being implemented by the Agency. To retain Mr. Chisam as a resource on an “as-needed” basis for the Agency, the attached agreement provides the terms and conditions in which Mr. Chisam could provide a benefit to the Agency.

Mr. Chisam’s duties in his capacity as the Agency’s “as-needed” consultant shall be those specifically authorized and directed in writing by the Agency’s General Manager and may include, but not be limited to, consultation involving the on-going litigation with CV Communities.

The term of the proposed Consulting Services Agreement shall be six (6) months, unless terminated earlier by either party.

**Fiscal Impact:**

The services provided through the proposed Consulting Services Agreement will be billed at an hourly rate of \$150.00 per hour and shall not exceed \$5,000.00 per month, unless authorized in writing.

**Strategic Plan Element:**

Reference connection to Strategic Plan

**Attachments:**

- Proposed Consulting Services Agreement



## Consulting Services Agreement

This Consulting Services Agreement (“Agreement”) is entered into and effective as of May 1, 2023 (“Effective Date”) by and between Board of Directors of and on behalf of the Antelope Valley-East Kern Water Agency (hereinafter referred to as the “Agency”) and Dwayne Chisam, (hereinafter referred to as the “Consultant”). Agency and Consultant are collectively referred to herein as the “parties” and each individually as a “party”.

### Recital

WHEREAS, Consultant was the Agency’s General Manager, and upon retirement, Consultant was then retained as Director of Special Projects pursuant to an Amendment No. 1 to an Amended and Restated General Manager Employment Agreement, expiring April 30, 2023;

WHEREAS, the Agency desires to contract with Consultant to provide Services, as defined herein, on an “as needed” basis on the terms and conditions as set forth in this Agreement; and Consultant agrees to provide such Services to Agency, based on the terms and conditions as set forth in this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the promises, the mutual agreements herein set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Incorporation of Recitals.** The Recital set forth above is incorporated in this Agreement by reference and made a part hereof.
2. **Consulting Services.** Consultant’s duties in his capacity as Agency’s “as needed” consultant shall be those specifically authorized and directed in writing by the Agency’s General Manager and may include, but not be limited to, consultation involving the on-going litigation with CV Communities.
3. **Term.** The term of this Agreement shall be six (6) months, beginning on the Effective Date and terminating on October 31, 2023, unless terminated earlier by either party as provided in Section 4 of this Agreement (“Term”), or extended by mutual written amendment by the parties.

4. **Termination.**

- a. Termination Upon Breach. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party in the event the other party is in breach of any of its obligations under this Agreement and fails to remedy such breach within ten (10) days following written notice from the other party.
- b. Termination for Convenience. Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days advance written notice to the other party. Notwithstanding anything to the contrary in this Agreement, in the event of any termination under this Section b., Agency will only be liable to make any payments which are due hereunder to Consultant for work actually performed in accordance with the terms and conditions herein up to the effective date of such termination.
- c. Effect of Termination. Upon termination of this Agreement for any reason Consultant shall promptly (i) terminate its provision of the Services; (ii) deliver to Agency all deliverables, if any, completed at the time of termination or expiration provided Agency has paid all sums due and owing Consultant in connection with this Agreement; and (iii) return all Agency materials provided by Agency to Consultant during the provision of the Services.

Upon termination of this Agreement for any reason, Agency shall (i) pay Consultant all Services rendered and fees charged up to and including the effective date of such termination. Final payment of all sums due to Consultant shall be due within fifteen (15) calendar days following the effective date of the termination of this Agreement.

5. **Representations and Warranties; Indemnity.**

- a. Authority. Each of the signatories represents and warrants that he/she has the authority necessary to enter into and carry out the obligations set forth in this Agreement.
- b. Services. Consultant represents and warrants that it will provide the Services in compliance with all applicable laws, rules, regulations, and ordinances, and in accordance with this Agreement, generally accepted industry standards, and all applicable policies of Agency regarding confidentiality, security, and conduct.
- c. Mutual Indemnification. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, "Losses") related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the gross negligence or willful misconduct of

the Indemnifying Party or any of its employees and/or agents arising out of and/or related to the Services provided under this Agreement.

6. **Payment Terms.**

- a. Hourly Rate and Invoices. Consultant shall provide Agency with an invoice setting forth Consultant's fees for the Services and any reimbursable expenses incurred. The parties agree that Consultant shall bill the Services provided under this Agreement at an hourly rate of \$150.00 per hour. Agency shall pay invoices received from Consultant within thirty (30) calendar days of Agency's receipt of the invoice and invoices shall be issued upon the completion of the Services on a monthly basis. The parties agree that Consultant's bilings for the Services shall not exceed \$5,000.00 per month, unless expressly in writing authorized by Agency's Manager.
- b. Expenses. Consultant shall be compensated for travel costs incidental to providing the Services, if such travel expenses are approved in writing by the Agency's General Manager prior to such expenditures, and such travel costs incurred for reimbursement shall be consistent with the Agency's policies for reimbursement of travel costs for its employees.

7. **Miscellaneous.**

- a. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of California.
- b. Dispute Resolution. The parties shall first attempt to resolve any claim or disputes arising in connection with this Agreement or the Services provided hereunder by escalating the dispute to a senior representative of each party, and such senior representative shall use good faith efforts to resolve the dispute. The parties shall make good faith efforts to resolve any and all disputes as quickly as possible.
- c. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee.
- d. Insurance. Consultant agrees that it will maintain in effect during the Term of this Agreement insurance policies in the amount and with the type of coverage shown below:
  - 1. Workers Compensation insurance in the form and amount required by applicable law(s).
  - 2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or combined single-limit bodily injury and property damage.

3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
  4. Professional Liability, with limits of liability of \$1,000,000 per claim and policy aggregate.
- e. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.
  - f. Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by both parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.
  - g. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.
  - h. Invoices. Consultant sends invoices electronically via email. Invoices shall be sent to:  
  
Attn: Matthew Knudson, General Manager    [mknudson@avek.org](mailto:mknudson@avek.org)
  - i. Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, fax or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

If to Consultant:     Mr. Dwayne Chisam  
                                  494 Eucalyptus Road  
                                  Nipomo, CA 93444

If to Agency:         AVEK  
                                  Attn: General Manager  
                                  6500 West Avenue N  
                                  Palmdale, CA 93551

Any party may change the address set forth above by notice to each other party given as provided herein.

- j. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior understandings, representations, proposals, discussions and communications, whether oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**DWAYNE CHISAM**

**ANTELOPE VALLEY - EAST KERN  
WATER AGENCY**

By: \_\_\_\_\_  
Dwayne Chisam

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_