

**ANTELOPE VALLEY-EAST KERN WATER AGENCY
 ANTELOPE VALLEY-EAST KERN WATER AGENCY FINANCING AUTHORITY
 REGULAR BOARD MEETING AGENDA**

TUESDAY, SEPTEMBER 28, 2021, AT 5:30 PM

Teleconference: (669) 900-6833; ID No. 8 9 4 3 5 7 2 7 6 5 7 #; PASSCODE: 0

Video Conference:

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

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

1. CALL TO ORDER

- 2. ROLL CALL:** Division 7 – Gary Van Dam _____; Division 6 – Audrey T. Miller _____;
 Division 5 – Robert Parris _____; Division 4 – George M. Lane _____; Division 1 –
 Shelley Sorsabal _____; Division 3 – Frank Donato _____; Division 2 – Keith Dyas _____

OFFICERS: General Manager – Dwayne Chisam; Attorney – Jim Markman/Tilden Kim;
 Board Secretary/Treasurer – Holly Hughes

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

- 4. 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.

5. ADOPTION OF AGENDA

5(a-1)	Adoption of Agenda for Board Meeting of September 28, 2021	Board Order 5(a-1)
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- 6. CONSENT CALENDAR** – 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
6(a-1)	Approve Minutes of the Regular Board Meeting of September 14, 2021	Board Order 6(a-1)	5
6(a-2)	Accept and file the Check Register Lists from September 4, 2021 through September 17, 2021 (Finance Committee Review – 9/27/21)	Board Order 6(a-2)	11

6. CONSENT CALENDAR – (Continued)

Page

6(a-3)	Accept and File Treasurer’s Report for month ending August 31, 2021 (Finance Committee Review – 9/27/21)	Board Order 6(a-3)	23
6(a-4)	Accept and File the Agency Activities Report for August 2021	Board Order 6(a-4)	39

7. ITEM(S) FOR CONSIDERATION AND POSSIBLE ACTION

a. Finance Committee (FD/KD/SS) 9/27/21

Page

7(a-1)	Consideration and possible action to approve a purchase order with Calgon Carbon Corp. for the replacement of GAC filter media in six (6) filters at Quartz Hill Water Treatment Plant (Capital Project No. ER22-04) in the not-to-exceed amount of \$815,863 (Budgeted; Operations Manager Bozigian)	Board Order 7(a-1)	43
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b. New Projects Funding Source/Grants Committee (RP/SS/GV) 9/15/21

Page

7(b-1)	Consideration and possible action on renewal of Townsend Public Affairs Contract (General Manager Chisam)	Board Order 7(b-1)	55
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c. Capital Improvement Committee (FD/KD/AM) 09/21/21

Page

7(c-1)	Consideration and possible action to approve a Water Service Agreement with North Edwards Water District (Engineering Manager Livesay)	Board Order 7(c-1)	57
7(c-2)	Consideration and possible action to approve a Water Service Agreement with Ceres Enterprises (Engineering Manager Livesay)	Board Order 7(c-2)	73

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

9. DIRECTOR REPORTS

10. ATTORNEY REPORT

Page 85

- a. Assembly Bill 361– New Legislation Regarding Public Meetings and Teleconferencing – Attorney James Markman

11. REQUEST FOR FUTURE AGENDA ITEMS

12. CLOSED SESSION

- a. Possible Closed session pursuant to Government Code Section 54956.8 Conference with Real Property Negotiators

Property: APN's: 3275-021-003, 3275-021-004, 3275-021-008, 3275-021-009, 3275-021-011, 3275-021-015, 3275-021-027, 3275-021-028, 3275-021-030, 3275-021-035, 3275-021-038, 3275-021-039, and 3275-021-040.

Agency Negotiator: General Manager Dwayne Chisam

Negotiating parties: AVEK and Ariel and Edna Braza, Marco and Estela Segui; Abraham L and Francisca T. Castillo; Mohammadnejat Davoodian, Kobra Sofavi, Bill Chuan, Kelly Yip, Arley Wolf; Hector Lopez, Maura Lopez, Armando Funes, Ruth Funes; Man Leung Ng, Quang Thanh Su, Ellen Tam Su, Wing Kit Law, Steve B Phui, Nhi M. Vong-Phui; Jumayde N Paayas and Editha T Paayas; Raquel Sisayan LLC; Raquel Sisayan LLC, Steven G Johnson and Stephanie A Johnson; Elizabeth Y Tan, Maria Isabella T Santos, Juan Emanuel T Santos; Frederick C Tochterman and Ceclia C Tochterman, Ya Ping Wang and Chun Hong Wang; Danny C Vidamo and Aida S Vidamo.

Under negotiation: Price and terms of payment for possible purchase

- b. *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.

13. CLOSED SESSION ANNOUNCEMENTS

14. ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR TUESDAY, OCTOBER 12, 2021, AT 5:30 P.M.

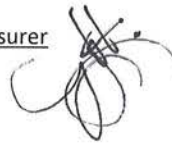
Note: The Board reserves the right to discuss and/or act on all the above agenda items.

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 a 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 or (661) 943-3201. Board meetings are subject to audio recording.

Posted: September 23, 2021, at 3:00 p.m. by Holly Hughes, Board Secretary-Treasurer



RECOMMENDED BOARD ORDER 6(a-1)

To the Board of Directors

FOR BOARD ACTION

**MINUTES OF THE REGULAR BOARD MEETING
OF SEPTEMBER 14, 2021**

The Board of Directors adopted the following board order on
September 28, 2021:

That the Minutes of the Regular Board Meeting of September 14,
2021, be approved as presented.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 6(a-1)

09-28-21



ITEM 1. 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 via teleconference and video conference (not in-person in response to the COVID-19 directive). The meeting was called to order by Vice President **Donato** at 5:30 p.m.

ITEM 2. ROLL CALL – MEMBERS PRESENT via TELECONFERENCE:

Division 7 – Gary **Van Dam**
Division 6 – Audrey **Miller**
Division 5 – Robert **Parris**
Division 4 – George **Lane**
Division 1 – Shelley **Sorsabal**
Division 3 – Frank **Donato** (Vice President)

DRAFT

OFFICERS PRESENT:

Dwayne **Chisam**, General Manager
Tilden **Kim**, Attorney – Richards, Watson, & Gershon [PRESENT via TELECONFERENCE]
Holly **Hughes**, Board Secretary-Treasurer

NOT PRESENT:

Division 2 – Keith **Dyas** (President)

NOTES: STAFF PRESENT:

Matt **Knudson**, Justin **Livesay**; and Pam Clark (via teleconference)

PUBLIC PRESENT: None in-person

OTHERS PRESENT via TELECONFERENCE:

The following names and numbers appeared on the ZOOM meeting roster (in addition to the names of directors and general counsel) during the teleconference meeting: (661) 433-1487; (661) 600-6453; (661) 965-3626; Paul Chau/Kennedy Jenks; belaltabannaj; Gregory Wood; Jack's iPad(2); John Joyce; NERD Aerotech News Alisha; and others. As many as 18 various participants were noted on the conference call at one time and this number fluctuated throughout the meeting.

Due to the teleconference, all votes cast during this meeting were taken via roll-call.

ITEM 3. VOLUNTARY PUBLIC ROLL-CALL: Vincent **Dino** of Palmdale Water District; Jack **Seefus**, White Fence 3; John **Joyce**, Acton/Agua Dulce News.

ITEM 4. PUBLIC COMMENTS AND PERIOD OPEN TO THE PUBLIC: There were none.

ITEM 5. ADOPTION OF AGENDA:

5(a-1) Adoption of the Agenda for September 14, 2021

ORDERED: On motion by **Miller**, second by **Sorsabal**, the current agenda was adopted as presented. **Roll Call Voting: 6-0-0-1;** **Dyas** not present; **Carried.**

ITEM 6. 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.

6(a-1) Approve Minutes of the Regular Board Meeting of August 28, 2021

6(a-2) Accept and file the Check Register Lists from August 14, 2021, through September 3, 2021 (Finance Committee Review – 09/13/21)

ORDERED: On motion by **Parris**, second by **Sorsabal**, to approve two (2) consent calendar items as presented. **Roll Call Voting: 6-0-0-1;** **Dyas** not present; **Carried.**

ITEM 7. ITEM(S) FOR CONSIDERATION AND POSSIBLE ACTION

a. **Planning Committee ad-hoc (SS/KD/RP) 8/12/21**

DRAFT

7(a-1) Big Rock Creek Joint Groundwater Recharge Project Update – AVSWCA (Presentation by Paul Chau – Kennedy Jenks) GM **Chisam** stated that AGM **Knudson** has been working with Paul **Chau** and the AVSWCA on the Big Rock Creek groundwater recharge project. The AVSWCA (AVEK/PWD/LCID) developed an MOU a couple of years ago to conduct a feasibility study of jointly developing a groundwater recharge facility. Mr. **Chau** provided a presentation for informational purposes. He presented preliminary findings that were developed from alternatives analysis. The original project concluded that the using the Creek [Big Rock Creek] for artificial recharge produced limited capacity of 1,100 AFY. Four alternatives were presented to improve recharge in the Creek vicinity. Alternative 3, which involved building offsite recharge basins was recommended over the other 4 options that were presented. It was noted that although this alternative also had the higher capital cost investment, it also provided the Association with the largest recharge capacity, which the objective is 20,000 AFY. Director **Lane** stated that he had concerns with the proposed plan. Director **Van Dam** agreed. Director **Parris** stated that the AV Watermaster Engineer had also weighed-in on this project and stated that we would be able to claim this as banked water. This would be a shared expense with the other entities, and we have the capacity for water and the use of this and it appeared to be a very cost-effective water banking opportunity for us. Director **Donato** stated that he believes the Creek is a great place to put water, but he has the same concerns as the others. Director **Miller** asked about how much water would be diverted from Big Rock Creek if Alternative 3 was used. GM **Chisam** stated that this project would allow new water from the State Water Project. Natural water that flows down the creek would continue as usual and we would only be able to recharge new water that was added to the creek by our 3 entities. These findings are preliminary, and more work needs to be done – this is a conceptual approach. Director **Miller** stated that she was in agreement with Directors **Lane** and **Van Dam** about this project not being agreeable with her. VP **Donato** stated that there was no action recommended on this item.

b. Capital Improvement Program Committee (FD/KD/AM) 8/30/21

7(b-1) Consideration and possible action to award a contract to WM Lyles for the Rosamond Water Treatment Plant Blending Vault Project (Capital Project No. 20-11; \$571,000; Budgeted; Assistant General Manager Knudson) The engineer's estimate for this project was \$571,000. Four contractors provided bids. \$600,000 was included in the FY 2020/2021 capital budget for this project. A \$350,000 Prop 1 Grant was received for this project from the Fremont IRWM Group with no cost-match required. Recommendation is to award construction contract to W.M. Lyles for \$571,000 as presented and recommended.

ORDERED: On motion by **Parris**, second by **Sorsabal**, to award a construction contract to W.M. Lyles in the not-to-exceed amount of \$571,000 for the Rosamond Water Treatment Plant SNIP Blending Vault Project and authorize the general manager to execute the associated agreement and issue the Notice of Award and Notice to Proceed, as presented and recommended by the Capital Improvement Program Committee and staff. **Roll Call Voting: 6-0-0-1; Dyas** not present; **Carried**.

c. High Desert Water Bank Committee (FD/KD/SS) 9/9/21

7(c-1) Status/Update on the High Desert Water Bank Project (Engineering Manager Livesay). A status update was provided. Highlights included an executive summary, program management, engineering and field work, construction, budget, contracts, schedule, other miscellaneous updates, and Board Action items.

7(c-2) Consideration and possible action on Rental Agreement with Kern County Water Agency for use of Aqueduct Cofferdam for construction of new turnout (HDWB Capital Account; Engineering Manager Livesay). Stated terms were a 5-month initial rental term; \$50,000 initial payment covering first three months and a deposit of \$12,500; A \$12,500 per month lease payment after the initial first three months; AVEK will accept the cofferdam in "as-is" condition; AVEK's contractor to provide crane and transportation of cofferdam to and from KCWA storage facility. Director **Lane** asked about how it would be transported to this area, as it appears to be very large. GM **Chisam** stated that the DWR is reviewing the lease and we need their stamp of approval, as we cannot enter into an agreement without it.

ORDERED: On motion by **Sorsabal**, second by **Parris**, to authorize the General Manager to enter a lease agreement with Kern County Water Agency (KCWA) for the use of their cofferdam for construction of the High Desert Water Water Bank turnout, subject to inspection and acceptance of said cofferdam by the DWR, as presented and recommended by the Committee and staff. **Roll Call Voting: 6-0-0-1; Dyas** not present; **Carried**.

ITEM 8. GENERAL MANAGER'S REPORT ON WATER SUPPLY, PROJECTS, AND PROGRAMS:

General Manager **Chisam** provided an update on the status of the Agency. The Northern California State Weather Forecast for the next 10 days was provided. We are still tracking to be the second lowest precipitation year on record at 23.5 inches as of September 14, 2021.

State Water Project current storage at San Luis is 250k AF, which is 12% of capacity and 28% of historical average; Lake Oroville storage is 791k AF, which is 22% of capacity and 35% of historical average. Director **Donato** inquired if Oroville's hydroelectric power was closed down due to lack of water. GM **Chisam** answered affirmatively. Director **Donato** also inquired if the governor decided to release water into the ocean. GM **Chisam** responded that a release is required for cold water control that is maintained out of Lake Shasta and Oroville in order to protect the salmon.

Water Treatment Plant Water Flow - totals for both conventional and geopurification were reported at 43.2 MGD with conventional treatment at 27.5 MGD and geopurification deliveries at 15.7 MGD. Westside banking recharge was OFF and the Eastside banking facility was 2 MGD; Upper Amargosa Recharge was also OFF. Total current recharge rate was 6 AFW (acre-feet per week).

DRAFT

Water Quality Updates: No issues with finished water quality despite high temperatures and poor raw water quality in the aqueduct; Annual sampling of ag wells completed; 3rd quarter THM results were presented as of 9/14/21.

Operations and Maintenance Updates: Groundwater recovery was reported at 80% of capacity; Bench Ranch Well No. 1 is being repaired and expected to be back in operation later in the month; W.M. Lyles will be procuring materials this month to repair North Feeder leak at EAFB.

COVID-19 Response and Compliance Plan reporting – One new confirmed case of COVID-19 - protocols being followed.

Upcoming events, conferences and meetings include the AV Watermaster Board meeting scheduled for 9/22/21 at 10 a.m.; ACWA Zooming through California Series #4 scheduled for 9/22/21. The General Manager's schedule for the next two weeks was also stated.

Additional discussion regarding the MOU with Waterworks 40 and the deposit reimbursement checks were reported to be going out the following day to all those that provided a deposit to the Agency under that program. In addition, the draft press release was also going out the following day to the county [L.A.] for their input. The Agency will distribute as directed by the board. All development requests will be getting their "Can and Will-Serve Letters" direct from Waterworks 40.

ITEM 9. DIRECTORS REPORTS:

- a. Discussion of AVEK Staff Serving as Administrator of the Antelope Valley Watermaster (Director Donato). VP **Donato** expressed his concern regarding ongoing administrative support of the AV Watermaster by AVEK staff. He stated that he was in favor of the Watermaster hiring their own staff so our staff could get back to full-time work for AVEK. Director **Parris** suggested that the Watermaster Committee meet to discuss and bring recommendations back to the board. Director **Sorsabal** also stated that Watermaster-related tasks take up a lot of staff time and stated that it is time to address this situation. GM **Chisam** stated that a meeting would be scheduled with that committee.

ITEM 10. ATTORNEY REPORT: There was no report from Attorney Tilden Kim.

ITEM 11. REQUEST FOR FUTURE AGENDA ITEMS:

ITEM 12. CLOSED SESSION: General Manager **Chisam** stated that there was no reason to go into closed session for any of the items listed.

- a. (NO) Closed session pursuant to Government Code Section 54956.8
Conference with Real Property Negotiators

Property: APN's: 3275-021-003, 3275-021-004, 3275-021-008, 3275-021-009, 3275-021-011, 3275-021-015, 3275-021-016, 3275-021-027, 3275-021-028, 3275-021-030, 3275-021-035, 3275-021-038, 3275-021-039, 3275-021-040, and 3275-002-011.

Agency Negotiator: General Manager Dwayne Chisam

Negotiating parties: AVEK and Ariel and Edna Braza, Marco and Estela Segui; Abraham L and Francisca T. Castillo; Mohammadnejat Davoodian, Kobra Sofavi, Bill Chuan, Kelly Yip, Arley Wolf, Gabriel T Fabella, Julia R Fabella, Emmanuel Fabella, Inez Gatmaitan-Fabella, Remedios Balleza, Benigno G Tuazon; Martin Allen Hamilton, Hector Lopez, Maura Lopez, Armando Funes, Ruth Funes; Anthony James Mcgrane, Man Leung Ng, Quang Thanh Su, Ellen Tam Su, Wing Kit Law, Steve B Phui, Nhi M. Vong-Phui; Jumayde N Paayas and Editha T Paayas; Raquel Sisayan LLC; Raquel Sisayan LLC, Steven G Johnson and Stephanie A Johnson; Elizabeth Y Tan, Maria Isabella T Santos, Juan Emanuel T Santos; Frederick C Tochterman and Ceclia C Tochterman, Ya Ping Wang and Chun Hong Wang; Danny C Vidamo and Aida S Vidamo.

Under negotiation: Price and terms of payment for possible purchase

- b. (NO) 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.
- c. (NO) Possible Closed Session – Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code section 54956.9, including significant exposure to litigation and consideration of initiation of litigation concerning supplemental water fees. (1 case)

ITEM 13. CLOSED SESSION ANNOUNCEMENTS: There were none, as there was no closed session.

ITEM 14. ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR TUESDAY, SEPTEMBER 28, 2021, AT 5:30 P.M.

ORDERED: On motion by **Sorsabal**, second by **Miller**, the meeting was adjourned at **7:07 p.m.**; **Roll Call Voting: 6-0-0-1; Dyas** not present; **Carried.**

DRAFT

Holly Hughes, Board Secretary-Treasurer

APPROVED BY THE BOARD OF DIRECTORS:

Date

President

RECOMMENDED BOARD ORDER 6(a-2)

To the Board of Directors

FOR BOARD ACTION

CHECK REGISTER LISTS

The Board of Directors adopted the following board order on September 28, 2021:

That the check register lists for the period of September 4, 2021, through September 17, 2021, be approved and accepted for filing as presented.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 6(a-2)

09-28-21

AVEK Water Agency

Check List

For the Period From September 04, 2021 to September 17, 2021

REVIEWED
9/22/21
m.x

Check #	Payee	Explanation	Approved By:	Amount
<u>DWR CONTRACT & WATER DELIVERIES</u>				
1	81058	Department of Water Resources	O.M.P.&R./Off-Aqueduct/Conservation Charges	Monthly - GM Approved \$ 1,618,677.00
<u>MONTHLY</u>				
2	80991	Aramark formerly AmeriPride Uniform Services	Uniforms - All Sites	Monthly - GM Approved \$ 907.20
3	80993	Home Depot Credit Services	Hardware - All Sites	Monthly - GM Approved \$ 1,526.82
4	80994	TPx Communications	Fiber Internet Service	Monthly - GM Approved \$ 1,269.80
5	80995	United Parcel Service	Shipping Charges	Monthly - GM Approved \$ 26.35
6	80996	Verizon California	Wireless Service - All Sites	Monthly - GM Approved \$ 651.06
7	81029	Wells Fargo Bank - Bozigian	Agency Card Expenses	Monthly - GM Approved \$ 80.00
8	81030	Wells Fargo Bank - Chisam	Agency Card Expenses	Monthly - Board Vice President Approved \$ 112.87
9	81031	Wells Fargo Bank - Goulet	Agency Card Expenses	Monthly - GM Approved \$ 1,665.21
10	81032	Wells Fargo Bank - Hughes	Agency Card Expenses	Monthly - Board Vice President Approved \$ 267.69
11	81033	Wells Fargo Bank - Livesay	Agency Card Expenses	Monthly - GM Approved \$ 2,253.68
12	81034	Wells Fargo Bank - Rose	Agency Card Expenses	Monthly - GM Approved \$ 197.19
13	81035	Southern CA Edison	Electricity/Pumping - Upper Amargosa	Monthly - GM Approved \$ 95.52
14	81036	Southern CA Edison	Electricity/Pumping - 320th/Admin2/EW15/LV Tank/QHWTP/RG1/RG3	Monthly - GM Approved \$ 136,237.01
15	81039	ADT Security Services	Building Maintenance - AWTP/RWTP	Monthly - GM Approved \$ 62.74
16	81040	ADT Commercial	Building Maintenance - EWTP	Monthly - GM Approved \$ 53.55
17	81042	Airgas USA, LLC	Gases - Lab	Monthly - GM Approved \$ 266.06
18	81044	Airgas USA, LLC	CO2 Equipment Rental - QHWTP	Monthly - GM Approved \$ 1,260.00
19	81045	AnSer formerly: All Access Message Center	Answering Service	Monthly - GM Approved \$ 144.81
20	81046	AT&T	Landline SCADA Alarm - EWTP	Monthly - GM Approved \$ 202.46

AVEK Water Agency
Check List
For the Period From September 04, 2021 to September 17, 2021

	Check #	Payee	Explanation	Approved By:	Amount
MONTHLY cont.					
21	81049	The Bank of New York Mellon	Custody Services Fees - July/August 2021	Monthly - GM Approved	\$ 500.00
22	81050	Boron CSD	Wheeling Agreement - Reimbursed by Edwards AFB	Monthly - GM Approved	\$ 3,000.00
23	81052	California Tool & Welding Supply	Equipment Maintenance - QHWTP	Monthly - GM Approved	\$ 37.49
24	81053	Canon Financial Services, Inc.	Copier Lease & Printing Charges - Administration #1 Mail Room	Monthly - GM Approved	\$ 437.90
25	81054	Core BTS, Inc.	General Software/IT Services - August 2021	Monthly - GM Approved	\$ 5,050.00
26	81063	Federal Express Corporation	Shipping Charges	Monthly - GM Approved	\$ 37.43
27	81065	Frontier	SCADA Alarm Landline - QHWTP/WWB	Monthly - GM Approved	\$ 458.63
28	81067	Health Equity	H.S.A. Fees for September 2021	Monthly - GM Approved	\$ 73.75
29	81079	Rodrigo Antonio Gracia dba Rodloc Security Systems	Building Maintenance - WWB	Monthly - GM Approved	\$ 90.00
30	81084	Vanguard Cleaning Systems	Janitorial Service - September 2021	Monthly - GM Approved	\$ 3,294.51
31	81086	Waste Management	Waste Disposal - QHWTP	Monthly - GM Approved	\$ 80.04
32	81088	Xerox Financial Services	Copier Lease Charges - Administration #2 Upstairs	Monthly - GM Approved	\$ 483.20
33	81090	Cintas	Uniforms - All Sites	Monthly - GM Approved	\$ 881.83
34	81091	Eurofins Eaton Analytical, Inc.	Outside Services - Lab	Monthly - GM Approved	\$ 5,130.00
BOARD APPROVED					
35	80992	Enterprise FM Trust	Enterprise Leased Agency Vehicles	BoD Approved Agreement - Monthly	\$ 10,095.83
36	80997	Provost & Pritchard Consulting Group	Professional Services - June 2021	Finance Committee 09/13/2021	\$ 390.00
37	80998	Palmdale Water District	Water Usage from AVEK/PWD Intertie	Finance Committee 09/13/2021	\$ 73,665.02

AVEK Water Agency
Check List
For the Period From September 04, 2021 to September 17, 2021

Check #	Payee	Explanation	Approved By:	Amount	
BOARD APPROVED cont.					
38	80999	Richards, Watson & Gershon	Professional Services - Through August 2021	Finance Committee 09/13/2021	\$ 17,095.18
39	81000	Boersma Bros, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 19,950.00
40	81001	Boersma Bros, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 19,350.00
41	81002	Cesar Montesinos	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
42	81003	Cesar Montesinos	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
43	81004	Lancaster 690, LP	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 1,363,650.00
44	81005	Par Properties	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 66,750.00
45	81006	Raymond Rodriguez	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
46	81007	Rudy Enriquez	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
47	81008	SYCG-MGP Palmdale 1, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 560,250.00
48	81009	LCTH Investments, LP	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 1,365,300.00
49	81010	NNNDG12, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 41,400.00
50	81011	Pizazz Properties, Inc.	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
51	81012	Rito Alcala	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00

AVEK Water Agency
Check List
For the Period From September 04, 2021 to September 17, 2021

Check #	Payee	Explanation	Approved By:	Amount	
BOARD APPROVED cont.					
52	81013	Rotimi Lawani	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 17,550.00
53	81014	Danny Cabrera	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
54	81015	Maison's at 40th, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 381,300.00
55	81016	Cesar Montesinos	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
56	81017	Saharan Real Estate Investments, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 31,500.00
57	81018	The Valley Realty, Inc.	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 23,850.00
58	81019	Maison's at 40th, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 356,700.00
59	81020	Cesar Montesinos	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
60	81021	Gold Coast Investment LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
61	81022	Protea Senior Living Palmdale, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 165,248.00
62	81023	Jesus Hernandez	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
63	81024	Raymond Duvernay	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 54,000.00
64	81025	Javier Vargas	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
65	81026	Little Blue, LLC	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00

AVEK Water Agency
Check List
For the Period From September 04, 2021 to September 17, 2021

	Check #	Payee	Explanation	Approved By:	Amount
BOARD APPROVED cont.					
66	81027	Marta Candray	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
67	81028	Seifollah Shirehjini	Refund of New Water Supply Fee Deposit	BoD Approved	\$ 12,300.00
68	81038	CB&T/ACWA-JPIA - Medical Insurance	Employee/Director Medical Insurance	Monthly - BoD Approved Agreement	\$ 102,810.47
69	81043	Airgas USA, LLC	Chemicals - Liquid Oxygen	BoD Approved Chemical Budget	\$ 6,045.51
70	81051	Brown Armstrong Accountancy Corp.	Audited Financial Statements - Progress Billing	BoD Approved Agreement	\$ 1,825.52
71	81057	Duke Engineering and Associates	Control Room Rehab	BoD Approved Agreement	\$ 2,400.00
72	81059	Eco Services Operations Corp.	Chemicals - Alum	BoD Approved Chemical Budget	\$ 4,042.24
73	81070	JCI Jones Chemicals, Inc	Chemicals - Sodium Hypochlorite	BoD Approved Chemical Budget	\$ 5,344.10
74	81087	Water Systems Consulting, Inc.	Professional Services through August 2021 - Urban Water Management Plan	BoD Approved Agreement	\$ 19,203.75
GM APPROVED					
<u>Administration</u>					
75	81078	Purchase Power - Pitney Bowes	Postage Machine Supplies	GM Approved	\$ 189.02
76	81082	Staples Business Credit	Office Supplies	GM Approved	\$ 272.01
<u>Engineering</u>					
77	81041	AECOM Water	General Services - 01/30/2021 to 08/27/2021	GM Approved	\$ 331.31
78	81062	Environmental Systems Research Inst Inc.	Specialty Software	GM Approved	\$ 16,600.00

AVEK Water Agency
Check List
For the Period From September 04, 2021 to September 17, 2021

	Check #	Payee	Explanation	Approved By:	Amount
GM APPROVED cont.					
	Finance				
79	81061	Ernst & Young US LLP	AVEK's Share -SWC Audit of DWR	GM Approved	\$ 9,581.00
	Human Resources				
80	81060	Employment Check, Inc.	Pre-Employment Background Screening	GM Approved	\$ 154.50
81	81077	Proactive Work Health	Employee Physical - Dept. of Transportation/DMV	GM Approved	\$ 69.00
	Lab				
82	81081	SIGMA-ALDRICH Inc.	Chemicals - Lab	P.O. #21-0214 - GM Approved	\$ 66.12
83	81083	Thomas Scientific	Chemicals - Lab	P.O. #21-0215 - GM Approved	\$ 154.26
84	81085	VWR International	Equipment/Supplies - Lab	P.O. #21-0216 - GM Approved	\$ 788.24
	Operations & Maintenance				
85	81047	AV Action Air, Inc.	HVAC Maintenance - Admin1	GM Approved	\$ 1,157.90
86	81048	Antelope Valley AQMD	Generator Permits - AWTP	Annually - GM Approved	\$ 505.91
87	81055	David Vargas	Mileage Reimbursement - Maintenance Dept.	GM Approved	\$ 13.44
88	81056	Linda Beggs dba Desert Lock Co.	Repair/Replace Door Locks - EWTP	P.O. #21-0129 - GM Approved	\$ 11,968.93
89	81064	Fire Ace, Inc.	Safety Supplies - QHWTP	GM Approved	\$ 37.50
90	81066	Grainger	Safety Supplies/Small Tools - Maintenance Dept.	GM Approved	\$ 1,137.41
91	81068	Instrumart	Equipment Maintenance - EWTP/QHWTP/RWTP/WWB	P.O. #21-0194 - GM Approved	\$ 1,883.07
92	81069	Johnson Controls	HVAC Maintenance - Admin2	P.O. #21-0120 - GM Approved	\$ 4,234.00

AVEK Water Agency
Check List
For the Period From September 04, 2021 to September 17, 2021

	Check #	Payee	Explanation	Approved By:	Amount
GM APPROVED cont.					
Operations & Maintenance cont.					
93	81071	Karls Hardware, Inc.	Equipment Maintenance - RWTP	GM Approved	\$ 132.86
94	81072	Leslie's Poolmart, Inc.	Equipment Maintenance - RWTP	GM Approved	\$ 128.11
95	81073	John Lisee Pumps, Inc.	Fixed Asset ER22-08 Rebuild QH Low PSI Pump	P.O. #21-0202 - GM Approved	\$ 4,335.85
96	81074	McMaster-Carr Supply Company	Equipment Maintenance - Maintenance Dept.	GM Approved	\$ 229.28
97	81075	Miracle Construction LLC	Disposal of Sludge - QHWTP	P.O. #21-0075 - GM Approved	\$ 19,950.00
98	81076	Praxair Distribution Inc.	Equipment Maintenance - WPS	GM Approved	\$ 67.69
99	81080	Rosemount Inc.	Equipment Maintenance - QHWTP	P.O. #21-0205 - GM Approved	\$ 2,261.69
100	81089	Consolidated Electrical Dist.	SCADA Maintenance - EWTP/QHWTP/RWTP/WWB	P.O. #21-0221 - GM Approved	\$ 6,306.30
101	81089	Consolidated Electrical Dist.	Equipment Maintenance - EWTP/QHWTP/RWTP/WWB	GM Approved	\$ 405.91
VOID					
102	81037	VOID	Second Page of Check 81036 - Needed for Printing of Payment Details on Check Stub	n/a	\$ -
	Total				\$ 6,762,688.73

AVEK Water Agency
 Check List
 For the Period From September 04, 2021 to September 17, 2021
 High Desert Water Bank Capital Program Account - MET

REVIEWED
 9/22/21
 M.X

Check #	Payee	Explanation	Approved By:	Amount
1111	Murphy & Evertz	HDWB Professional Services - August 2021	Finance Committee 09/13/2021	\$ 7,216.81
1112	Southern CA Edison	Electricity/Pumping - HDWB CW1 - Construction Water	Monthly - GM Approved	\$ 258.75
1113	John Robinson Consulting, Inc.	Professional Services - 07/14/2021 to 08/31/2021	P.O.#21-0004HDC - GM Approved	\$ 4,200.00
Total				\$ 11,675.56

AVEK Water Agency
 Check List
 For the Period From September 04, 2021 to September 17, 2021
 High Desert Water Bank Enterprise Fund Account

REVIEWED
9/22/21
M.K.

Check #	Payee	Explanation	Approved By:	Amount
1191	ADT Security Services - HDWB	Building Security Service - HDWB Billing Period: 09/25/2021 to 10/24/2021	Monthly - GM Approved	\$ 51.99
Total				\$ 51.99

REVIEWED
9/22/21
M.K.

Wells Fargo Agency Credit Card Summary
Statements Dated August 23, 2021

	T. Barnes	J. Bozigian	D. Chisam	J. Goulet	D. Holmes	H. Hughes	M. Knudson	J. Livesay	P. Rose
Administration Supplies/Expenses	\$ -	\$ -	\$ 112.87	\$ -	\$ -	\$ 117.69	\$ -	\$ -	\$ 197.19
HDWB	-	-	-	-	-	-	-	-	-
IT/Engineering Supplies/Expenses	-	-	-	-	-	-	-	2,253.68	-
Meeting Expenses	-	-	-	-	-	150.00	-	-	-
Operations Supplies/Expenses	-	80.00	-	1,665.21	-	-	-	-	-
Public Information	-	-	-	-	-	-	-	-	-
Travel/Conferences	-	-	-	-	-	-	-	-	-
	\$ -	\$ 80.00	\$ 112.87	\$ 1,665.21	\$ -	\$ 267.69	\$ -	\$ 2,253.68	\$ 197.19

RECOMMENDED BOARD ORDER 6(a-3)

To the Board of Directors

FOR BOARD ACTION

TREASURER'S REPORT
FOR PERIOD ENDING
AUGUST 31, 2021

The Board of Directors adopted the following board order on
September 28, 2021:

That the Treasurer's Report for the period ending August 31, 2021,
be approved and accepted for filing.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 6(a-3)

09-28-21



STAFF REPORT

TO: Board of Directors

DATE: 9/16/21

FROM: Dwayne Chisam, General Manager

PREPARED BY: Teresa Yates

SUBJECT: Treasurer's Report for the Month ending August 31, 2021

REF: Board / Committee Name:

Meeting Date: 9/28/21

Agenda Item:

Attachment(s): YES NO

Reviewed By: Chief Engineer _____ Date _____

Agency Attorney _____ Date _____

Assistant General Manager M.X Date 9/16/21

REPORT SUMMARY:-

The ending balance for total Cash and Investments at August 31, 2021 was \$156,602,582 which is an increase of \$2,860,495 from the prior month. Yield to Maturity at August 31, 2021 for the total portfolio was .360% which is a decrease of .008% from the prior month and the average Days to Maturity was 184 days or approximately six months.

The High Desert Water Bank Capital Account (Met) balance was \$3,275,359 at August 31, 2021.

Antelope Valley-East Kern Water Agency					
Treasurer's Monthly Report					
August 31, 2021					
Total Portfolio Summary, Month Ending August 31, 2021					
Total AVEK Managed and PFM Managed Portfolio					
	Par	Market	% of	Days to	
	Value	Value	Portfolio	Maturity	YTM
Investments					
<i>Wells Fargo & PFM</i>					
Money Market	\$ 4,109,363.72	\$ 4,109,363.72	2.70%	1	0.015%
Government Agencies	36,300,000.00	36,483,893.16	24.01%	315	0.404%
Negotiable CDs	7,700,000.00	7,712,274.61	5.07%	285	0.671%
Commercial Paper	2,250,000.00	2,249,285.50	1.48%	101	0.200%
Corporate Notes	27,105,000.00	27,426,613.17	18.05%	325	0.685%
US Treasury Bonds/Notes	10,200,000.00	10,206,250.11	6.72%	493	0.142%
LAIF	63,781,784.47	63,781,784.47	41.97%	1	0.221%
Total Investments	\$ 151,446,148.19	\$ 151,969,464.74	100.00%	184	0.360%
Cash					
<i>Wells Fargo</i>					
Checking Accounts	\$ 4,373,158.87	\$ 4,373,158.87			
Total	155,819,307.06	156,342,623.61			
Ending Accrued Interest		259,958.26			
Total Cash & Investments	\$ 155,819,307.06	\$ 156,602,581.87			
Total Cash & Investments - 7/31/21	\$ 152,972,908.66	\$ 153,742,086.79			
	August 31, 2021	Fiscal Year			
Total Earnings	(Month Ending)	To Date			
Current Year	87,773.61	173,576.00			
Portfolio Yield to Maturity	0.360%	0.364%			

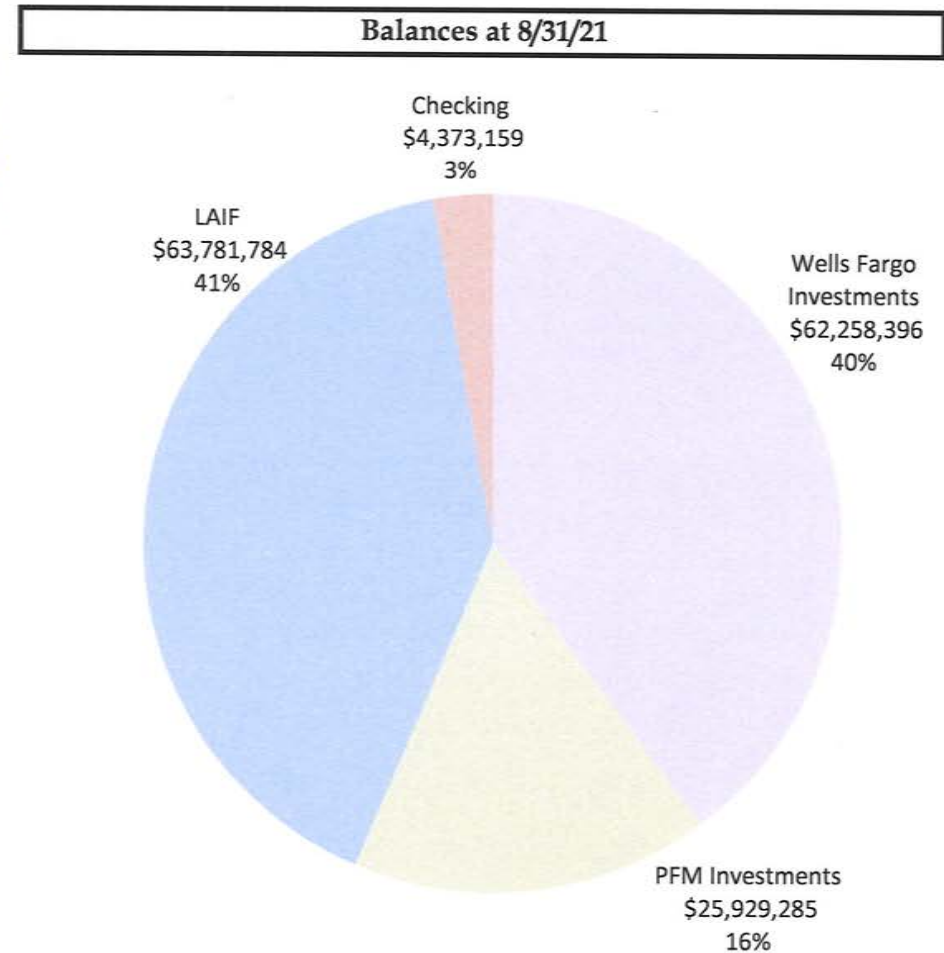
**Antelope Valley - East Kern Water Agency
Month End Balances
August 31, 2021**

	Balance August 31, 2021	YTM Net of Fees
Wells Fargo Investments	\$ 62,258,396	0.510%
PFM Investments	\$ 25,929,285	0.335%
LAIF	\$ 63,781,784	0.221%
Checking	\$ 4,373,159	0.000%
	<u>\$ 156,342,624</u>	
 HDWB Capital Acct (Met)	 \$ 3,275,359	 0.170%

	Balance June 30, 2021	Balance June 30, 2020
Capital Assets		
Banked Water - Asset	\$ 18,160,920	\$ 21,136,103
Land & Water Rights	\$ 40,393,113	\$ 41,277,923
Construction In Progress	\$ 14,206,341	\$ 5,713,858
Plant & Equipment	\$ 392,343,250	\$ 389,398,503
Accumulated Depreciation	\$ (116,908,863)	\$ (109,113,484)
	<u>\$ 348,194,761</u>	<u>\$ 348,412,902</u>

	Balance August 31, 2021
Outstanding COP and Bond Debt	
COP Series 2008 A-2	\$ 45,000,000
Water Revenue Ref. Bonds, Series 2016	\$ 57,400,000
CREBs-Revenue Bonds Series 2017	\$ 12,810,000
	<u>\$ 115,210,000</u>

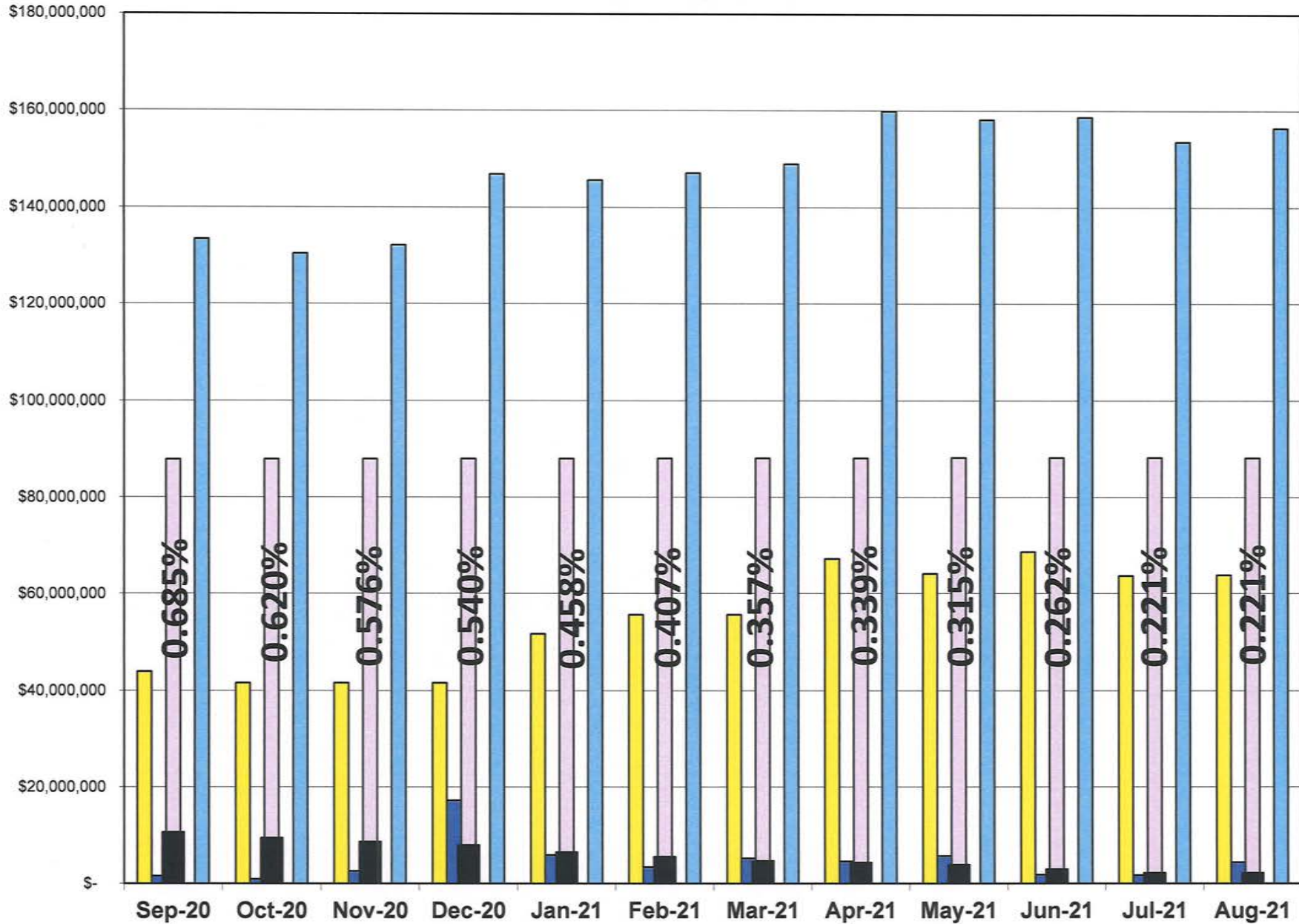
	Fiscal YTD August 31, 2021	Prior Fiscal YTD August 31, 2020
Capacity Fees Received	\$ 173,580	\$ 118,997



AVEK Water Agency

ENTERPRISE FUND CLOSING BALANCES

Dollar Amount



LAIF \$63,781,784	BANK \$4,373,159	SECURITIES \$88,187,680	TOTAL \$156,342,624	LAIF Int. Rate
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Antelope Valley-East Kern Water Agency					
Treasurer's Monthly Report					
August 31, 2021					
AVEK Portfolio Summary, Month Ending August 31, 2021					
AVEK Managed Portfolio					
	Par	Market	% of	Days to	
Investments	Value	Value	Portfolio	Maturity	YTM
<i>Wells Fargo</i>					
Money Market	\$ 3,854,422.54	\$ 3,854,422.54	3.06%	1	0.010%
Government Agencies	29,000,000.00	29,142,953.36	23.12%	333	0.423%
Negotiable CDs	7,250,000.00	7,260,985.01	5.76%	277	0.672%
Corporate Notes	21,780,000.00	22,000,034.82	17.45%	339	0.659%
LAIF	63,781,784.47	63,781,784.47	50.60%	1	0.221%
Total Investments	\$ 125,666,207.01	\$ 126,040,180.20	100.00%	153	0.364%
Cash					
<i>Wells Fargo</i>					
General Checking	\$ 4,285,449.45	\$ 4,285,449.45			
HDWB Checking	\$ 87,709.42	\$ 87,709.42			
Total Checking Accounts	\$ 4,373,158.87	\$ 4,373,158.87			
Total	\$ 130,039,365.88	\$ 130,413,339.07			
Ending Accrued Interest		\$ 183,366.06			
Total Cash & Investments	\$ 130,039,365.88	\$ 130,596,705.13			
Total Cash & Investments - 7/31/21	\$ 127,174,279.07	\$ 127,740,962.98			
	August 31, 2021	Fiscal Year			
Total Earnings	(Month Ending)	To Date			
Current Year	\$ 67,606.50	\$ 134,716.64			
Portfolio Yield to Maturity	0.364%	0.368%			

Antelope Valley-East Kern Water Agency										
Treasurer's Monthly Report										
August 31, 2021										
AVEK Portfolio Details - Investments, Month Ending August 31, 2021										
AVEK Managed Portfolio										
CUSIP	Purchase Date	Issuer	Maturity Date	Purchase Price	Par Value	Market Value	Stated Rate	Moody's	YTM	Days to Mat/Call
Money Market										
		WF Adv Govt		3,854,422.54	3,854,422.54	3,854,422.54	0.010%		0.010%	1
				3,854,422.54	3,854,422.54	3,854,422.54	0.010%		0.010%	1
Government Agencies										
3130AMRY0	6/10/2021	FHLBB	6/2/2023	2,000,078.00	2,000,000.00	1,998,351.78	0.125%	Aaa	0.123%	639
3133EMVP4	4/21/2021	FFCBB	4/13/2023	1,999,760.00	2,000,000.00	1,998,463.38	0.125%	Aaa	0.131%	589
3130AJ7E3	4/21/2021	FHLBB	2/17/2023	2,045,820.00	2,000,000.00	2,036,821.48	1.375%	Aaa	0.116%	534
3133EMML3	2/2/2021	FFCBB	1/12/2023	2,001,320.00	2,000,000.00	1,999,808.46	0.120%	Aaa	0.086%	498
3133EMKU5	2/2/2021	FFCBB	12/14/2022	2,001,640.00	2,000,000.00	2,000,443.16	0.125%	Aaa	0.081%	469
3133EL6R0	10/22/2020	FFCBB	9/9/2022	1,000,050.00	1,000,000.00	1,000,726.32	0.150%	Aaa	0.147%	373
3133EL6R0	9/15/2020	FFCBB	9/9/2022	2,000,340.00	2,000,000.00	2,001,452.64	0.150%	Aaa	0.141%	373
313379Q69	6/30/2020	FHLBB	6/10/2022	2,591,350.00	2,500,000.00	2,539,111.73	2.125%	Aaa	0.240%	282
3133ELZN7	5/20/2020	FFCBB	5/18/2022	1,998,120.00	2,000,000.00	2,001,317.06	0.160%	Aaa	0.207%	259
3133ECMQ4	6/30/2020	FFCBB	4/29/2022	2,574,175.00	2,500,000.00	2,529,196.30	1.820%	Aaa	0.195%	240
3133ELXW9	5/20/2020	FFCBB	4/27/2022	2,003,580.00	2,000,000.00	2,002,472.44	0.300%	Aaa	0.207%	238
313378CR0	2/2/2021	FHLBB	3/11/2022	1,024,310.00	1,000,000.00	1,011,498.53	2.250%	Aaa	0.056%	191
3133ELNP5	2/24/2020	FFCBB	2/24/2022	1,002,280.00	1,000,000.00	1,006,718.48	1.450%	Aaa	1.334%	176
3130AHSR5	2/24/2020	FHLBB	12/20/2021	1,005,390.00	1,000,000.00	1,004,703.28	1.625%	Aaa	1.324%	110
3133ELDU5	12/18/2019	FFCBB	12/13/2021	2,001,120.00	2,000,000.00	2,008,653.20	1.580%	Aaa	1.551%	103
3133EKY75	10/24/2019	FFCBB	10/15/2021	1,995,340.00	2,000,000.00	2,003,215.12	1.400%	Aaa	1.520%	44
				29,244,673.00	29,000,000.00	29,142,953.36	0.905%		0.423%	333
Negotiable Certificates of Deposit										
19646PAH7	6/16/2021	Colorado Federal Svgs Bk	6/16/2023	250,000.00	250,000.00	249,084.99	0.100%	*	0.100%	653
33847E4M6	6/16/2021	Flagstar Bank FSB	6/16/2023	250,000.00	250,000.00	249,290.97	0.150%	*	0.150%	653
58404DKR1	6/15/2021	Medallion Bank Utah	6/15/2023	250,000.00	250,000.00	249,071.87	0.100%	*	0.100%	652
740367MY0	2/26/2021	Preferred Bank LA CA	2/27/2023	250,000.00	250,000.00	249,260.72	0.050%	*	0.050%	544
649447UC1	11/9/2020	New York Community Bank	11/9/2022	250,000.00	250,000.00	250,034.69	0.200%	*	0.200%	434
31034RFX8	10/30/2020	Farmers State Bank	10/31/2022	250,000.00	250,000.00	249,756.46	0.100%	*	0.100%	425
320337DW5	10/30/2020	First General Bank	10/28/2022	250,000.00	250,000.00	249,762.88	0.100%	*	0.100%	422
20070PLX3	10/22/2020	Commerce State Bank	10/24/2022	250,000.00	250,000.00	249,771.44	0.100%	*	0.100%	418

AVEK Portfolio Details - Investments, Month Ending August 31, 2021

AVEK Managed Portfolio										
CUSIP	Purchase Date	Issuer	Maturity Date	Purchase Price	Par Value	Market Value	Stated Rate	Moody's	YTM	Days to Mat/Call
Negotiable Certificates of Deposit (cont)										
89388CDW5	7/17/2020	Tab Bank Inc	7/18/2022	250,000.00	250,000.00	250,206.46	0.200%	*	0.200%	320
81423LDA7	7/10/2020	Security Federal Bank	7/11/2022	250,000.00	250,000.00	250,216.87	0.200%	*	0.200%	313
32056VAH0	7/2/2020	First Independent Bank	7/1/2022	250,000.00	250,000.00	250,230.58	0.200%	*	0.200%	303
90348JM56	6/16/2021	UBS Bank USA	6/16/2022	250,000.00	250,000.00	249,905.13	0.100%	*	0.100%	288
35633MAV4	6/10/2020	Freedom Bank of Virginia	6/10/2022	250,000.00	250,000.00	250,254.91	0.200%	*	0.200%	282
74316VFA8	5/29/2020	Profinium Financial Inc	5/27/2022	250,000.00	250,000.00	250,266.92	0.200%	*	0.200%	268
70214UAH1	2/3/2021	Partners Bank New England	5/3/2022	250,000.00	250,000.00	249,989.32	0.050%	*	0.050%	244
910286DK6	5/29/2020	United Fidelity Bank FSB	4/29/2022	250,000.00	250,000.00	250,321.38	0.250%	*	0.250%	240
549104ND5	2/28/2020	Luana Savings Bank	2/28/2022	250,000.00	250,000.00	251,833.63	1.500%	*	1.500%	180
29278TNC0	2/28/2020	Enerbank USA	2/28/2022	250,000.00	250,000.00	251,845.22	1.550%	*	1.550%	180
05580AUZ5	2/28/2020	BMW Bank North America	2/28/2022	250,000.00	250,000.00	251,960.70	1.600%	*	1.600%	180
59101LJL2	5/27/2020	Metabank	2/25/2022	250,000.00	250,000.00	250,235.50	0.250%	*	0.250%	177
940637NF4	2/5/2021	Washington Trust Westerly	2/4/2022	250,000.00	250,000.00	249,988.73	0.050%	*	0.050%	156
949495AK1	12/30/2019	Wells Fargo Natl Bank West	12/30/2021	250,000.00	250,000.00	251,403.54	1.750%	*	1.750%	120
75472RAP6	12/30/2019	Raymond James Bank NA	12/30/2021	250,000.00	250,000.00	251,372.95	1.700%	*	1.700%	120
61760A4R7	12/26/2019	Morgan Stanley Pvt Bank	12/27/2021	250,000.00	250,000.00	251,379.52	1.750%	*	1.750%	117
61690UQT0	12/26/2019	Morgan Stanley Bank NA	12/27/2021	250,000.00	250,000.00	251,338.56	1.700%	*	1.700%	117
38149MLZ4	12/26/2019	Goldman Sachs Bank	12/27/2021	250,000.00	250,000.00	251,379.52	1.750%	*	1.750%	117
7954505B7	10/30/2019	Sallie Mae Bank Salt Lake	11/1/2021	250,000.00	250,000.00	250,748.65	1.800%	*	1.800%	61
25432JAY9	7/9/2020	Dime Community Bank	10/12/2021	250,000.00	250,000.00	250,040.83	0.200%	*	0.200%	41
87164DQX1	3/4/2020	Synovus Bank GA	9/3/2021	250,000.00	250,000.00	250,032.07	1.600%	*	1.600%	2
				7,250,000.00	7,250,000.00	7,260,985.01	0.672%		0.672%	277
Corporate Notes										
46625HJJ0	4/22/2021	JPMorgan Chase & Co	5/1/2023	2,118,820.00	2,000,000.00	2,095,022.60	3.375%	A3	0.425%	607
06051GGJ2	4/22/2021	Bank of America Corp	4/24/2023	2,018,000.00	2,000,000.00	2,010,781.00	1.125%	A2	0.308%	600
911312BJ4	6/11/2021	United Parcel Service	4/1/2023	2,208,183.57	2,190,000.00	2,201,686.65	0.595%	A2	0.128%	577
911312BJ4	2/3/2021	United Parcel Service	4/1/2023	641,184.90	635,000.00	638,388.60	0.595%	A2	0.211%	577
14913Q3C1	9/16/2020	Caterpillar Finl Services	11/18/2022	2,075,460.00	2,000,000.00	2,042,115.42	1.950%	A3	0.568%	443
02665WCB5	10/23/2020	American Honda Finance	11/16/2022	1,006,770.00	1,000,000.00	1,004,649.07	0.595%	A3	0.366%	441
166756AG1	10/23/2020	Chevron USA	8/12/2022	1,002,630.00	1,000,000.00	1,001,554.26	0.233%	AA2	0.186%	345
14913QAB5	7/1/2020	Caterpillar Finl Services	6/6/2022	853,386.38	847,000.00	850,810.03	0.721%	A3	0.518%	278
89236TGZ2	9/16/2020	Toyota Motor Credit Corp	5/26/2022	2,031,840.00	2,000,000.00	2,014,908.80	1.150%	A3	0.208%	267
025816CD9	7/1/2020	American Express Co	5/20/2022	1,039,700.00	1,000,000.00	1,015,928.71	2.750%	A3	0.534%	261

AVEK Portfolio Details - Investments, Month Ending August 31, 2021										
AVEK Managed Portfolio										
CUSIP	Purchase Date	Issuer	Maturity Date	Purchase Price	Par Value	Market Value	Stated Rate	Moody's	YTM	Days to Mat/Call
Corporate Notes (cont)										
20826FAH9	4/22/2021	Conocophillips Co	5/15/2022	1,421,390.08	1,408,000.00	1,415,997.17	1.025%	A3	0.208%	256
57636QAF1	12/19/2019	Mastercard Inc	11/21/2021	3,018,990.00	3,000,000.00	3,007,379.49	2.000%	A1	1.649%	81
693304AU1	10/25/2019	PECO Energy Co	9/15/2021	1,098,966.00	1,100,000.00	1,100,626.04	1.700%	AA3	1.750%	14
02665WBJ9	5/21/2020	American Honda Finance	9/9/2021	1,592,240.00	1,600,000.00	1,600,186.98	0.733%	A3	1.392%	8
				22,127,560.93	21,780,000.00	22,000,034.82	1.449%		0.659%	339
LAIF - Local Agency Investment Pool										
		LAIF		63,781,784.47	63,781,784.47	63,781,784.47	0.221%		0.221%	1
				63,781,784.47	63,781,784.47	63,781,784.47	0.221%		0.221%	1
Total				126,258,440.94	125,666,207.01	126,040,180.20				
*	Principal and accrued interest on negotiable CDs is insured up to the FDIC limit of \$250,000.									
	Book Value is equal to Market Value for all investments.									
	FHLBB - Federal Home Loan Banks Bond									
	FFCBB - Federal Farm Credit Banks Bond									
	All investments were made in accordance with the Antelope Valley - East Kern Water Agency Investment Policy and Guidelines.									

Antelope Valley-East Kern Water Agency								
Treasurer's Monthly Report								
August 31, 2021								
AVEK Transactions, Month Ending August 31, 2021								
AVEK Managed Portfolio								
	Purchase		Mat/Call	Par	Stated	Total Int		Earnings
CUSIP	Date	Issuer	Date	Value	Rate	Earned	Days	%
Government Agencies								
<u>Purchases</u>								
No purchases during August 2021								
<u>Maturities/Calls</u>								
No maturities during August 2021								
Negotiable Certificates of Deposit								
<u>Purchases</u>								
No purchases during August 2021								
<u>Maturities/Calls</u>								
560390AD8	2/28/2020	Maine Community Bank	8/30/2021	250,000	1.550%	5,828	549	1.529%
149159PL3	2/28/2020	Cathay Bank	8/30/2021	250,000	1.600%	6,016	549	1.578%
2027506J9	2/28/2020	Commonwealth Business Bk	8/30/2021	250,000	1.500%	5,640	549	1.479%
				750,000	1.550%	17,485	549	1.529%
Corporate Notes								
<u>Purchases</u>								
No purchases during August 2021								
<u>Maturities/Calls</u>								
No maturities during August 2021								
<u>Transfers</u>								
From Account	Date	To Account	Amount					
No transfers during August 2021								

Antelope Valley-East Kern Water Agency					
Treasurer's Monthly Report					
August 31, 2021					
PFM Portfolio Summary, Month Ending August 31, 2021					
PFM Managed Portfolio					
	Par Value	Market Value	% of Portfolio	Days to Maturity	YTM
Investments					
<i>PFM</i>					
Money Market	\$ 254,941.18	\$ 254,941.18	0.98%	1	0.090%
Negotiable CDs	450,000.00	451,289.60	1.74%	422	0.651%
Commercial Paper	2,250,000.00	2,249,285.50	8.67%	101	0.200%
Corporate Notes	5,325,000.00	5,426,578.35	20.93%	270	0.791%
Federal Agency Bonds/Notes	7,300,000.00	7,340,939.80	28.31%	242	0.330%
US Treasury Bonds/Notes	10,200,000.00	10,206,250.11	39.36%	493	0.142%
Total Investments	\$ 25,779,941.18	\$ 25,929,284.54	100.00%	326	0.344%
				Net of Associated Fees	0.335%
Ending Accrued Interest		76,592.20			
Total Cash & Investments	\$ 25,779,941.18	\$ 26,005,876.74			
	7/31/2021	\$ 25,798,629.59	\$ 26,001,123.81		
	August 31, 2021		Fiscal Year		
Total Earnings	(Month Ending)		To Date		
Current Year	20,167.11		38,859.36		
Portfolio Yield to Maturity	0.344%		0.342%		
Fees					
PFM Asset Mgt - 7/1/21 to 7/31/21	2,189.20		4,307.31		
BNY Mellon - 7/1/21 to 7/31/21	250.00		500.00		
Total Fees	2,439.20		4,807.31		
	0.009%		0.019%		

Antelope Valley-East Kern Water Agency										
Treasurer's Monthly Report										
August 31, 2021										
PFM Portfolio Details - Investments, Month Ending August 31, 2021										
PFM Managed Portfolio										
CUSIP	Purchase Date	Issuer	Maturity Date	Purchase Price	Par Value	Market Value	Stated Rate	Moody's	YTM	Days to Mat/Call
Money Market										
		Federated Govt Oblig FD		254,941.18	254,941.18	254,941.18	0.090%	Aaa	0.090%	1
				254,941.18	254,941.18	254,941.18	0.090%		0.090%	1
Negotiable Certificates of Deposit										
22552G3C2	3/23/2021	Credit Suisse NY	3/17/2023	200,000.00	200,000.00	200,287.60	0.590%	A1	0.590%	562
86565CKU2	7/14/2020	Sumitomo Mitsui Bank NY	7/8/2022	250,000.00	250,000.00	251,002.00	0.700%	P-1	0.700%	310
				450,000.00	450,000.00	451,289.60	0.651%		0.651%	422
Commercial Paper										
06366HB48	5/13/2021	Bank of Montreal Chicago	2/4/2022	499,295.42	500,000.00	499,726.50	0.000%	P-1	0.190%	156
2254EBAQ4	4/30/2021	Credit Suisse NY	1/24/2022	498,991.25	500,000.00	499,722.00	0.000%	P-1	0.270%	145
86563GY14	5/5/2021	Sumitomo Mitsui Trust NY	11/1/2021	499,575.00	500,000.00	499,924.00	0.000%	P-1	0.170%	61
63873JY12	3/8/2021	Natixis NY	11/1/2021	749,107.50	750,000.00	749,913.00	0.000%	P-1	0.180%	61
				2,246,969.17	2,250,000.00	2,249,285.50	0.000%		0.200%	101
Corporate Notes										
06053FAA7	8/9/2021	Bank of America	7/24/2023	375,284.00	350,000.00	374,963.05	4.100%	A2	0.390%	691
594918AQ7	3/22/2021	Microsoft Corp	11/15/2022	463,873.50	450,000.00	460,210.05	2.125%	Aaa	0.250%	440
46625HJE1	9/28/2020	JPMorgan Chase & Co	9/23/2022	395,670.00	375,000.00	387,184.88	3.250%	A2	0.460%	387
808513AG0	9/15/2020	Charles Schwab Corp	9/1/2022	184,817.50	175,000.00	180,168.10	3.225%	A2	0.350%	365
30231GBB7	9/15/2020	Exxon Mobil Corporation	8/16/2022	180,402.25	175,000.00	177,894.85	1.902%	Aa2	0.290%	349
17275RAV4	6/25/2020	Cisco Systems Inc	6/15/2022	394,492.50	375,000.00	383,256.00	3.000%	A1	0.350%	287
09247XAJ0	9/15/2020	Blackrock Inc	6/1/2022	367,846.50	350,000.00	358,331.75	3.375%	Aa3	0.380%	273
22160KAK1	6/25/2020	Costco Wholesale Corp	5/18/2022	388,522.50	375,000.00	380,061.38	2.300%	Aa3	0.390%	259
084664BT7	6/25/2020	Berkshire Hathaway Inc	5/15/2022	393,697.50	375,000.00	382,469.25	3.000%	Aa2	0.350%	256
14913R2B2	5/19/2020	Caterpillar Financial	5/13/2022	200,476.00	200,000.00	201,110.80	0.950%	A2	0.830%	254
459200JX0	5/19/2020	IBM Corp	5/13/2022	182,666.75	175,000.00	178,284.23	2.850%	A2	0.620%	254
91159HHC7	5/11/2020	US Bancorp	3/15/2022	182,493.50	175,000.00	177,224.43	3.000%	A2	0.660%	195
166764BN9	5/12/2020	Chevron Corp	3/3/2022	180,010.25	175,000.00	176,535.80	2.498%	Aa2	0.900%	183
437076BV3	5/11/2020	Home Depot Inc	3/1/2022	183,576.75	175,000.00	177,663.85	3.250%	A2	0.520%	181
06406RAA5	2/11/2020	Bank of NY Mellon	2/7/2022	432,722.25	425,000.00	428,719.18	2.600%	A1	1.670%	159
63743HET5	2/6/2020	National Rural Util COOP	1/21/2022	150,322.50	150,000.00	150,791.55	1.750%	A2	1.660%	142

PFM Portfolio Details - Investments, Month Ending August 31, 2021										
PFM Managed Portfolio										
CUSIP	Purchase Date	Issuer	Maturity Date	Purchase Price	Par Value	Market Value	Stated Rate	Moody's	YTM	Days to Mat/Call
Corporate Notes (cont)										
63743HET5	2/5/2020	National Rural Util COOP	1/21/2022	99,912.00	100,000.00	100,527.70	1.750%	A2	1.790%	142
025816BY4	2/6/2020	American Express Credit	11/5/2021	258,070.00	250,000.00	250,422.50	3.700%	A3	1.810%	65
89236TGJ8	12/23/2019	Toyota Motor Credit Corp	10/7/2021	499,835.00	500,000.00	500,759.00	1.800%	A1	1.820%	36
				5,514,691.25	5,325,000.00	5,426,578.35	2.702%		0.791%	270
Federal Agency Bonds/Notes										
313380GJ0	9/14/2020	FHLB Notes	9/9/2022	932,769.00	900,000.00	917,341.20	2.000%	Aaa	0.160%	373
3130AJPU7	6/12/2020	FHLB Notes	6/3/2022	2,199,692.00	2,200,000.00	2,202,527.80	0.250%	Aaa	0.260%	275
3133ELYR9	5/20/2020	FFCB Notes	5/6/2022	1,499,820.00	1,500,000.00	1,501,654.50	0.250%	Aaa	0.260%	247
313378CR0	4/13/2020	FHLB Notes	3/11/2022	1,553,265.00	1,500,000.00	1,517,269.50	2.250%	Aaa	0.380%	191
3133ELTN4	3/18/2020	FFCB Notes	1/18/2022	1,198,356.00	1,200,000.00	1,202,146.80	0.530%	Aaa	0.610%	139
				7,383,902.00	7,300,000.00	7,340,939.80	0.923%		0.330%	242
US Treasury Bonds/Notes										
91282CBU4	4/30/2021	US Treasury Notes	3/31/2023	1,499,003.91	1,500,000.00	1,499,296.80	0.125%	Aaa	0.160%	576
912828ZD5	3/19/2021	US Treasury Notes	3/15/2023	1,207,921.88	1,200,000.00	1,206,562.56	0.500%	Aaa	0.170%	560
91282CBG5	2/19/2021	US Treasury N/B	1/31/2023	2,500,878.91	2,500,000.00	2,499,609.50	0.125%	Aaa	0.110%	517
91282CBD2	1/19/2021	US Treasury N/B	12/31/2022	2,499,511.72	2,500,000.00	2,500,000.00	0.125%	Aaa	0.140%	486
91282CAN1	10/30/2020	US Treasury N/B	9/30/2022	2,498,632.81	2,500,000.00	2,500,781.25	0.125%	Aaa	0.150%	394
				10,205,949.23	10,200,000.00	10,206,250.11	0.169%		0.142%	493
Total				26,056,452.83	25,779,941.18	25,929,284.54				
All investments were made in accordance with the Antelope Valley - East Kern Water Agency Investment Policy and Guidelines.										

Antelope Valley-East Kern Water Agency								
Treasurer's Monthly Report								
August 31, 2021								
PFM Transactions, Month Ending August 31, 2021								
PFM Managed Portfolio								
CUSIP	Purchase Date	Issuer	Mat/Call Date	Par Value	Stated Rate	Total Int Earned	Days	Earnings %
Negotiable Certificates of Deposit								
<u>Purchases</u>								
no purchases during August 2021								
<u>Maturities/Calls</u>								
no maturities during August 2021								
Commercial Paper								
<u>Purchases</u>								
no purchases during August 2021								
<u>Maturities/Calls</u>								
no maturities during August 2021								
Corporate Notes								
<u>Purchases</u>								
06053FAA7	8/9/2021	Bank of America	7/24/2023	350,000	4.100%			
				350,000	4.100%			
<u>Maturities/Calls</u>								
no maturities during August 2021								

PFM Transactions, Month Ending August 31, 2021								
PFM Managed Portfolio								
CUSIP	Purchase Date	Issuer	Mat/Call Date	Par Value	Stated Rate	Total Int Earned	Days	Earnings %
Federal Agency Bonds/Notes								
<u>Purchases</u>								
no purchases during August 2021								
<u>Maturities/Calls</u>								
no maturities during August 2021								
US Treasury Bonds/Notes								
<u>Purchases</u>								
no purchases during August 2021								
<u>Maturities/Calls</u>								
no maturities during August 2021								
<u>Transfers</u>								
From Account	Date	To Account	Amount					
no transfers during August 2021								

RECOMMENDED BOARD ORDER 6(a-4)

To the Board of Directors

FOR BOARD ACTION

AGENCY MONTHLY ACTIVITIES REPORT – AUGUST 2021

The Board of Directors adopted the following board order on September 28, 2021:

To accept and file the Agency Monthly Activities Report for the month ending August 31, 2021, as presented and recommended.

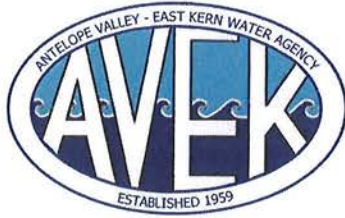
Motion by _____

Second by _____

Carried _____

BOARD ORDER 6(a-4)

09-28-21



August 2021 Activities Report

Antelope Valley-East Kern Water Agency

Date: 9/22/2021
To: Board of Directors
From: Dwayne Chisam, General Manager
Re: August 2021 Activities Report

Summary

The following is a report to the Board of Directors of activities through August 2021. It is organized in alignment with AVEK's 5-Year Strategic Plan Goals. The purpose is to provide regular, general updates of activities that are specific to key objectives on a monthly basis. A Summary of activities for August 2021 is provided below.



Groundwater Basin Stewardship

- Continued with land acquisition for the High Desert Water Bank (HDWB)
- Presented and provided status update on engineering, field work, and construction for HDWB
- Monitored pump testing program for HDWB
- Completed 90% design deliverable for the aqueduct turnout for HDWB and transmitted to the Department of Water Resources (DWR)
- Continued progress on design of recharge facilities for HDWB
- Began developing specifications for the bidding package for additional recovery wells for HDWB
- Participated in the Watermaster Board Meeting



Water Reliability

- Approved the Antelope Valley Mutual Response Agreement
- Approved a purchase order with Crowley Pump Systems for 1 spare and 1 rebuild rapid mix pump at Quartz Hill Water Treatment Plant (QHWTP)
- Approved a purchase order with NOV / Brax Process and Pump Equipment for 6 replacement floc mixer motors / drives and 3 replacement decant pumps at QHWTP, 2 replacement bridge pumps at Eastside Water Treatment Plant (EWTP), and 2 replacement bridge pumps at Rosamond Water Treatment Plant (RWTP)
- Adopted the AVEK 2020 Urban Water Management Plan (UWMP), 2021 Water Shortage Contingency Plan, and Appendix J as an addendum to the 2015 UWMP
- Procuring materials to repair a leak on the North Feeder

- Participated in multiple drought planning meetings with DWR and State Water Contractors (SWC)
- Reviewed SWC Work Plan and August GM Report
- Participated in SWC Operations Committee Meeting
- Participated in coordination meetings for the Delta Conveyance Project
- Met with L.A. County Waterworks to provide water supply update



Water Quality

- Maintained THM's below AVEK's internal goal of 64 ppb
- Monitored raw water quality in the aqueduct
- Conducted annual sampling of Ag wells
- Conducted microcystin sampling
- Collected and processed 3rd quarter THM's
- Approved a purchase order with Hach Instrumentation to replace 18 chlorine analyzers
- Renewed a contract authorizing AVEK to provide water quality laboratory testing services to DWR



Financial Integrity

- Delivered the Treasurer's Report for month ending July 31, 2021
- Reviewed a presentation on the 2nd Quarter PFM Investment Report
- Approved a proposal from Raftelis Financial Consultants, Inc. to provide financial planning and rate-setting services
- Prepared for the Agency's annual financial audit
- Participated in the SWC Audit Finance Committee meeting
- Reviewed funding options for the SNIP PH II project



Human Resources Stewardship

- Conducted an all-hands Meeting for AVEK Staff



Communications

- Delivered the Monthly Activities Report for July 2021
- Met individually with AVEK customers regarding Amended Rules and Regulations for Water Service
- Developed stories for the AVEK Fall 2021 Employee and Customer Newsletters
- Participated in a meeting with local elected officials to discuss the status and funding needs of the SNIP Phase II Project, local water storage programs and request support for 2 senate bills
- Updated AVEK website content and responded to requests for information

- Participated in an AV Conservation Roundtable meeting to coordinate messaging and outreach activities with affiliate agencies

Recap of Agenda Items

Board Approved Agenda Items in July 2021

- Minutes of the Regular Board Meetings of July 20, July 27, and August 10, 2021
- Check Register Lists covering the period from July 17, 2021 through August 13, 2021
- PFM Investment Performance Report for 2nd Quarter ending June 30, 2021
- Treasurer's Report for month ending July 31, 2021
- Resolution No. R-21-12, authorizing AVEK to provide water quality laboratory testing services to DWR
- Agency Monthly Activities Report for July 2021
- Proposal with Raftelis Financial Consultants, Inc. for financial planning and rate setting service (\$47,645.00)
- Antelope Valley Mutual Response Agreement
- Amendment No. 1 with Water Systems Consulting, Inc. for additional scope associated with preparation of the 2020 UWMP (\$18,850.00)
- Purchase order with Hach Instrumentation for the replacement of 18 chlorine analyzers (\$127,891)
- Purchase order with Crowley Pump Systems for 1 spare and 1 rebuild rapid mix pump at QHWTP (\$32,281.60)
- Purchase order with NOV / Brax Process and Pump Equipment for 6 replacement floc mixer motors / drives and 3 replacement decant pumps at QHWTP, 2 replacement bridge pumps at EWTP, and 2 replacement bridge pumps at RWTP (\$178,597.92)
- Resolution No. R-21-08, adopting the AVEK 2020 UWMP, 2021 Water Shortage Contingency Plan, and Appendix J as an addendum to the 2015 UWMP
- Provided guidance to AVEK representative for the AV Watermaster meeting and Agenda for 8/25/21

Items in progress in July 2021 (Committee Reviewed and / or Recommended)

- Contract with W.M. Lyles for the RWTP Blending Vault Project
- Requests for connection to AVEK's North Feeder System
- Updated Water Service Agreements

Upcoming and Future Items for Board Consideration

- Treasurer's Report for month ending 8/31/21
- Purchase order with Calgon Carbon Corporation for the replacement of GAC filter media in 6 filters at QHWTP
- Renewal of Townsend Public Affairs contract

RECOMMENDED BOARD ORDER 7(a-1)

To the Board of Directors

FOR BOARD ACTION

**APPROVE PURCHASE ORDER WITH CALGON CARBON CORP.
FOR REPLACEMENT OF 6 GAC FILTER MEDIA AT QHWTP**

The Board of Directors adopted the following board order on September 28, 2021:

To approve a purchase order with Calgon Carbon Corp. for the replacement of GAC filter media in six (6) filters at the Quartz Hill Water Treatment Plant in the amount not-to-exceed \$841,547, as presented, budgeted by Capital Project No. ER22-04, and recommended.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(a-1)

09-28-21



STAFF REPORT

To: Board of Directors	Date: September 23, 2021
From: Dwayne Chisam, General Manager	Prepared By: Jon Bozigian, Operations Manager Reviewed By: Matthew Knudson, AGM <i>M.K.</i>
Subject: Capital Project ER22-04 (Quartz Hill Plant Filter Media Replacement)	
Meeting Dates: September 27, 2021 (Finance) September 28, 2021 (Board) Attachment(s): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Recommendation:

Authorize the General Manager to execute an agreement with Calgon Carbon Corporation to dispose of the existing filter media (6 filters) at the Quartz Hill Treatment plant and replace it with approximately 276,000 lbs. of new domestic Granular Activated Carbon and approximately 249,900 lbs. of new filter base sand. Price includes all materials, labor and disposal costs.

Background:

As part of the DBP project, (completed in 2009), AVEK replaced the Anthracite filter media at all treatment plants with Granular Activated Carbon (GAC). The effective lifespan of this filter media is 10 to 12 years. Over the past 4 years, filter media has been completely replaced at the Rosamond and Eastside plants, along with 75% replacement at the Quartz Hill plant. The remaining six filters at Quartz Hill are scheduled to have media replacement this fiscal year.

Fiscal Impact:

There are two companies in the United States that manufacture Domestic Granular Activated Carbon. Calgon Carbon Corporation and Cabot Norit Americas Inc. A scope of work was sent to each company that included removal and disposal of existing media (GAC and sand base), placement of new media and support during initial backwash phase. Calgon submitted a proposal for \$815,863.00 which includes all items outlined in the scope of work. Cabot Norit Americas Inc. elected not to submit a proposal on this project. The approved Capital/Asset Replacement Budget (based on previous media replacement) is \$800,000.00. Due to higher transportation costs and media removal labor costs the proposal is \$15,863.00 over budget. Our overall Capital/Asset Replacement Budget is currently tracking \$53,292.48 **under** budgeted amounts.

Supporting Documents

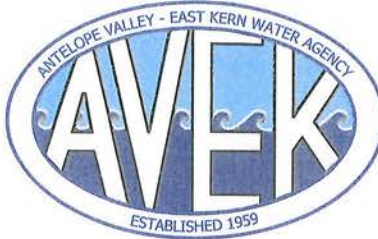
- RFP/Scope of Work Letter
- Calgon Carbon Proposal

OFFICERS

DWAYNE CHISAM, P.E.
General Manager
and Chief Engineer

July 15, 2021
MATTHEW KNUDSON
Assistant General Manager

HOLLY H. HUGHES
Secretary-Treasurer



A PUBLIC AGENCY

BOARD OF DIRECTORS

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Division 2
President

FRANK S. DONATO
Division 3
Vice President

SHELLEY SORSABAL
Division 1

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Division 4

ROBERT A. PARRIS
Division 5

AUDREY T. MILLER
Division 6

GARY VAN DAM
Division 7

Re: Proposals for Filter Media Change Out

The Antelope Valley-East Kern Water Agency is soliciting proposals for filter media removal and replacement at its Quartz Hill Water Treatment Plant located at 6500 West Avenue N, Palmdale, CA 93551. There are currently 24 filters in operation, **but this Phase Three project targets 6 filters (#19 through #24)** for change out. The filter measurements are as follows:

- 28 ft. x 17 ft.
- Sand Depth is 10"
- GAC depth is 38"

Scope of work will include the following:

- Mobilization and Demobilization
- Remove all existing sand and GAC media from 6 filters and haul offsite
- Complete pressure washdown and cleaning of empty filters. All foreign matter must be removed
- Inspection of filter underdrain support system via low rate hydraulic testing
- Placement of sand layer (see attached specification)
- Washing of sand twice (see attached specification)
- Placement of GAC layer-**new domestic product only** (see attached specification)
- Washing of GAC 3 times (see attached specification)
- Work hours will be Monday through Friday from 6:00 am to 4:00 pm

Note: Contractor will be solely responsible for all equipment needed to complete this job, including any trucks, loading and unloading equipment. Contractor will be responsible for providing temporary restroom facilities. Final site cleanup must be to the satisfaction of the owner.

6500 WEST AVENUE N • PALMDALE, CALIFORNIA 93551
(661) 943-3201 • www.avek.org • info@avek.org

A 'lump sum' price that includes all materials, labor, equipment and disposal fees is required. This project, if approved, will be scheduled to begin no earlier than December 1, 2021 with completion no later than February 1, 2022.

Proposals are to be received no later than September 20, 2021 at 10:00 am. Upon Board approval, the contract will be awarded by September 29, 2021.

Please contact me at your convenience to set up a site visit.

Regards,



Jon Bozigian
Manager of Operations
Antelope Valley-East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93551
661-943-3201 – Office
661-816-3453 – Cell

**CALGON CARBON CORPORATION
OFFER SHEET: SCOPE OF SUPPLY**

Project: Antelope Valley East Kern	Date: 9/23/21
Site: Quartz Hill WTP	Location: Palmdale, CA
Specification Section: 11427 and 11428	Title: Granular Activated Carbon Filter Media and Sand and Gravel Media

GAC and Sand Supply and Delivery

Price:	\$770,316
Tax (10.25% on sand/GAC Only):	\$45,547
TOTAL:	\$815,863

ITEMS INCLUDED:

- Calgon Carbon Corporation’s Filtrasorb 816 (F816) domestic virgin bituminous granular activated carbon (GAC) for six (6) filters (476 square feet each x 38” final GAC depth) or 9,526 cubic feet (~276,00 lbs). Note: volume and quantity stated includes allowance for 5% extra GAC for scraping. (See Exceptions below)
- Filter sand (0.48-0.53 mm) per specifications for twelve (6) filters (476 square feet each x 10” final sand depth after scraping) or 2,499 cubic feet (~249,900. This quantity allows for an extra 5% for scraping. (See Exceptions below)
- GAC Delivery to Quartz Hill WTP in CA in 1,000 or 2,000 pound super-sacks on flat bed trucks.
- Sand Delivery to Quartz Hill WTP in 3,000 and 4,000 lb. super-sacks on flat bed trucks.
- Supply of pre-shipment GAC and sand samples and submittal information pertaining to sand and GAC specifications.
- Haul away and disposal of existing media.

Notes:

- Lead time for delivery is six to eight weeks. Purchase order for GAC must indicate requested delivery date. Owner must accept delivery of GAC within 60 days of requested date indicated on purchase order. If delivery of GAC is not accepted within 60 days of requested date, a monthly storage fees for GAC will be incurred by Owner at a rate of \$0.025/lb per month (pro-rated).

EXCEPTIONS/CLARIFICATIONS:

- 1427-2.2.B - specifies all GAC needs to be manufactured specifically for the project, delivered in 2,000 lb supersacks, and each filter should be filled with a single batch/lot (1 lot per filter). Please note that GAC will be manufactured to meet the specs of this project, but not necessarily specifically for this project.
- Samples taken per 11427-3.1.B should be collected prior to installation. Specs of installed/wetted GAC may differ.

- Section 11427 – 2.2.C.2 – Total Surface Area, Water Soluble Ash, Pore Volume, Phosphate, Water Extractables are not standard specifications for Filtrasorb 816. Calgon Carbon will provide Apparent and Bulk Density, Iodine Number, Percent Moisture, Abrasion Number Effective Size and Uniformity Coefficient.
- Section 11428-2.2.E compatibility equation – actual results may deviate some from the specified +/- 0.04, but compatibility of these media should not be of concern.
- Please be aware that provisions for 5% extra GAC and 5% extra sand have been included in this proposal for scraping. Calgon Carbon does not recommend scraping, but given the requirement to do so in the specification, Calgon Carbon will scrape a total of 5% of each (not 9% as specified). **Calgon Carbon will not accept extra GAC or sand back or provide credits for this material if it is not needed or used.**

Schedule:

1. **Purchase Order Acknowledgement:** 1-2 weeks after receipt of order at CCC
2. **Providing Approval Submittal:** 2-3 weeks
3. **Delivery:** Per contractor schedule, with six to eight weeks notice for shipment.
4. **Site Services at initial media fill:** Per contractor's schedule. Two weeks notice is requested.

For Additional Information Contact:

Tim Brekke 310.740.7782
Calgon Carbon Corporation
timothy.brekke@calgoncarbon.com

Quote is valid for order within 90 days. Pricing and services are valid for the remainder of the project or through Feb 2022, whichever comes first.

NOTES:

1. Calgon Carbon will accept a Purchase Order for the requirements of this Specification Section that includes the Offer Sheet / Scope of Supply.
2. Unless otherwise noted; or until other Terms and Conditions are provided; this Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase.
3. Scope/Pricing does not include any Payment / Performance Bonds. Costs for any such Bonds (if necessary or requested by Purchaser) will be added to the quoted pricing.
4. Upon acknowledgement of any Purchase Order, the Buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.

Terms and Conditions for the Sale of Carbon
(the "Terms and Conditions")

1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation, a Delaware corporation
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The Proposal, Confirmation or Acknowledgement, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Carbon: Any carbon sold pursuant to the terms of the Documentation
- (e) Products: The Carbon and service, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

3) PRICE AND PAYMENT: The price shall be as stated in the Documentation, subject to these Terms and Conditions and other terms and conditions as may be stated in the Documentation. Unless otherwise stated in the Documentation:

- (a) Sales Tax is calculated based upon the Product destination unless tax exemption or direct pay documentation is provided;
- (b) Products will be billed for at the time of delivery; and
- (c) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice.

4) PRICING CONDITIONS:

(a) Pricing Limitations: Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) Pricing Escalations: If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor:

- (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and
- (ii) Producer Price Index of Basic Organic Chemicals.

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent adjustment to which all U.S. manufactured materials will be subject. Fees covered by this Agreement will, at no time during the contract period, be reduced.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (INCOTERMS 2010). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a twenty-five percent (25%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Product in transit pursuant to Section 5 above, title to and risk of loss of the Products will pass to Buyer upon delivery of the Products by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the UCC or INCOTERMS, title to the goods, and all accessions to or products of the goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer, if Buyer is located outside the United States.

7) AVAILABILITY: Shipment dates (and delivery and installation dates if included in the scope of work description in the Documentation) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally scheduled delivery date and such delay is caused by Buyer, Buyer will be subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

8) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

9) INSPECTION: Buyer shall have the right to inspect the Products delivered under this Agreement and agrees promptly to notify Seller of any nonconformity, defective condition or breach of warranty, and unless Buyer gives prompt written notice to Seller of such breach of warranty, Buyer's rights and remedies under this Agreement shall be deemed to have been waived. No claim for breach of warranty may be made by Buyer more than ninety (90) days after date of delivery of such Product to Buyer hereunder.

10) TERMINATION: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation,

Seller shall have all rights and remedies set forth in the UCC of any applicable jurisdiction and all other remedies available at law or in equity. The following provisions shall survive termination or expiration of this Agreement: Sections 2 (General), 10 (Termination), 11 (Limited Warranties), 12 (Limitation of Liability), 14 (Export Controls), 15 (Confidentiality), 18 (Applicable Law and Jurisdiction), 19 (Miscellaneous) and 20 (Entire Agreement).

11) LIMITED WARRANTIES: Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall conform to the specifications for such Products for the warranty period as published by Seller from time to time during the term of this Agreement. Seller shall correct any failure to conform to either of the applicable foregoing warranties of which it is notified in writing prior to ninety (90) days after the date of delivery of the allegedly non-conforming Products by replacement of product or

reperformance of services. Any Product removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE GOODS OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. ANY ADVICE OR ASSISTANCE FURNISHED BY SELLER IN RELATION TO THE PRODUCTS SHALL NOT GIVE RISE TO ANY WARRANTY OR GUARANTEE OF ANY KIND, AND SHALL NOT CONSTITUTE A WAIVER BY SELLER OF ANY PROVISIONS OF THIS AGREEMENT, UNLESS OTHERWISE AGREED TO IN WRITING.

The sale of any Product pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by Seller. As such, Buyer agrees not to use the purchased Product for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, the Buyer agrees not to resell or sublicense the use of purchased Product for any use not expressly granted hereunder. **The sale of any Product pursuant to this Agreement does not grant any license, express or implied, by estoppel or otherwise, to any third party intellectual property including any combination, machine, or process in which Product may be used. Buyer agrees not to use, resell, or sublicense Product in a manner that would infringe the intellectual property rights of a third party, without first obtaining, at Buyer's expense, any necessary licenses.** Any indemnification obligations of the parties do not apply to any use of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived

unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

14) EXPORT CONTROLS: Buyer acknowledges that the Products and related technology are subject to U.S. export controls and economic sanctions, which may include the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the reexport of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the reexport or retransfer of the Products and/or related technology. U.S. law also restricts the reexport or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any reexport or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential

information, Buyer shall provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) MODIFICATION OF PROVISIONS: This Agreement cannot be modified except by agreement in writing signed by Seller.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the "Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole discretion, and so long as Seller has not separately agreed in writing to provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent (i) assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with Seller or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Products and (ii) use subcontractors (for which Seller shall be responsible).

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, quotations, order acknowledgments, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

RECOMMENDED BOARD ORDER 7(b-1)

To the Board of Directors

FOR BOARD ACTION

TOWNSEND PUBLIC AFFAIRS CONTRACT

The Board of Directors adopted the following board order on September 28, 2021:

To discontinue the Professional Services Agreement with Townsend Public Affairs; and refer future consideration and options to provide legislative advocacy service and grant assistance to the New Projects Funding Source / Grants Committee, as presented and recommended.

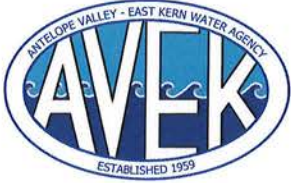
Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(b-1)


09-28-21



STAFF REPORT

To: Board of Directors

Date: September 22, 2021

From: Dwayne Chisam, General Manager 

Prepared By: Pam Clark, Executive Assistant

Matthew Knudson, Assistant GM

Subject: Townsend Public Affairs (TPA) Professional Services Agreement

Meeting Date: New Projects Funding Source / Grants Committee, September 15, 2021 & Board Meeting, September 28, 2021 Agenda Items: Attachment(s): YES NO

Recommendations:

The New Projects Funding Source / Grants Committee recommends that the Board:

1. Discontinue the Professional Services Agreement with Townsend Public Affairs
2. Refer back to the New Projects Funding Source / Grants Committee for review of future options to provide legislative advocacy services and grants assistance.

Background:

AVEK entered into a Professional Services Agreement (PSA) with Townsend Public Affairs (TPA) on March 1, 2018. Under the terms of the Agreement, TPA has provided the agency with legislative advocacy and grant funding consulting services, with an emphasis on securing state and federal funding for the South North Intertie Pipeline (SNIP) Phase II Project and Eastside Water Bank Expansion Project. To date, TPA has not been successful in securing grant funding for either of these projects.

The PSA with TPA expired on 8/31/2021. TPA has offered to continue providing services to the agency for no additional costs. With time being of the essence, the New Projects Funding Source / Grants Committee recommends that services with TPA are discontinued and AVEK Staff research other potential resources for assisting in identifying and applying for project grant funding.

Financial Impact:

- N/A

Strategic Plan Element:

This project will assist AVEK in meeting the following Strategic Plan Goals and Objectives:

- and Goal 4 – Financial Integrity

RECOMMENDED BOARD ORDER 7(c-1)

To the Board of Directors

FOR BOARD ACTION

**APPROVE WATER SERVICE AGREEMENT WITH
NORTH EDWARDS WATER DISTRICT**

The Board of Directors adopted the following board order on September 28, 2021:

To authorize the general manager to execute the Agency's standard Water Service Agreement to supply a municipal and industrial supply of water to North Edwards Water District in accordance with the Agency's rules and regulations for Water Service and the associated Grant of Easement documents, as presented and recommended.

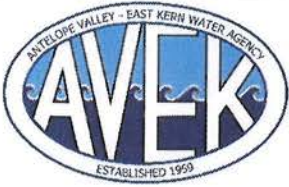
Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(c-1)

09-28-21



STAFF REPORT

To: Board of Directors	Date: September 22, 2021
From: Dwayne Chisam, General Manager	Prepared By: Justin Livesay, Engineering Manager Matthew Knudson, AGM <i>M.K.</i>
Subject: Recommendation to Execute a Water Service Agreement with North Edwards Water District	
Meeting Dates: Capital Improvement Program Committee: September 21, 2021 and Board of Directors: September 28, 2021	
Agenda Item(s): 7(c-1)	Attachment(s): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Staff Recommendation:

The Capital Improvement Program Committee and staff recommend the Board authorize the General Manager to execute the Agency’s standard Water Service Agreement to supply a municipal and industrial supply of water to North Edwards Water District in accordance with the Agency’s Rules and Regulations for Water Service and the associated Grant of Easement documents.

Summary:

North Edwards Water District (NEWD) is a retail water system in Kern County adjacent to Highway 58 and north of Edwards Air Force Base. NEWD is located within the AVEK service area and, as a member of AVEK’s tax base, is eligible to receive imported water supply.

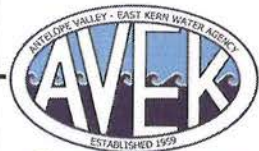
NEWD owns and operates existing groundwater production wells which have historically served their retail customers. However, these wells have known water quality issues and because NEWD is located adjacent to AVEK’s existing West Feeder pipeline, the California State Water Resources Control Board has directed NEWD to establish a connection to AVEK for the purposes of supplementing or blending to meet water quality regulations for their customers.

NEWD has submitted an Application for Water Service Connection and the accompanying deposit in accordance with our Rules and Regulations for Water Service. NEWD is requesting a four-inch connection to the West Feeder pipeline and estimate their annual water demand to be approximately 75 acre-feet per year. NEWD has prepared final construction plans and specifications for their new turnout connection which have been reviewed and found to be acceptable to AVEK staff.

Additionally, NEWD has prepared an easement document granting AVEK an easement over the pipeline and new turnout. AVEK’s General Counsel has reviewed this easement document and found it to be acceptable. The NEWD Board of Directors approved the execution of the Water Service Agreement, and it is ready to be counter-signed by AVEK.

Supporting Documents

- North Edwards Water District Water Service Agreement
- Grant of Easement Document



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

**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

Customer Name: North Edwards Water District

WSA No: WSA-21-056

AGREEMENT

This Agreement entered into this _____ day of _____, _____, between the Antelope Valley-East Kern Water Agency, established by Chapter 2146 of the 1959 Statutes of the State of California (Agency) and North Edwards Water District (Customer).

WITNESSETH

The Agency shall sell and deliver water service to Customer and Customer shall purchase, receive, and/or reserve water service from the Agency in accordance with this Water Service Agreement (Agreement) and Agency’s Rules and Regulations for Water Service (Rules and Regulations), as amended from time to time by Agency’s Board of Directors. Upon compliance with this Agreement and Rules and Regulations, including payment of all required charges, Customer is eligible to receive water service from the Agency.

Customer agrees to pay any and all costs incurred by Agency for the design, construction, inspection, operation, and maintenance of water service connection(s) serving Customer. All water delivered to Customer shall be metered by equipment furnished and installed by Agency, or for Agency with its approval. All Agency-approved meter and related connection equipment and facilities for water service (the Turnout) (**Exhibit A**) are intended for the sole use of Customer and are to serve water to the real property(ies), dwellings, water facilities, and/or business(es) indicated in **Exhibit B**. Extension of pipe or pipes to transfer water to another location or locations, to share, re-sell, or sub-meter water to any other persons, dwelling, business, and/or property, etc., except as approved by the Agency, is prohibited and shall be grounds for immediate termination of all water service.

Agency and Customer shall locate the Turnout to serve water to the Customer at a point or location chosen by Agency, or as agreed to by Agency. The Customer agrees the Agency shall have access to the Turnout at all reasonable times for any purpose connected with or in the furtherance of the purpose and objectives of this Agreement. Upon discontinuance of Turnout usage, Agency shall have the right to remove equipment from the Turnout.

Agency’s authorized employees shall have access to the Turnout at all reasonable times for the purpose of inspecting for compliance with Agency’s Rules and Regulations, including state or federal requirements for water systems, applicable plumbing codes, and/or utility construction standards. Any direct connection between Agency supply and a potential source of contamination is strictly prohibited. Potential sources of contamination must be isolated from Agency facilities in compliance with appropriate cross-connection and backflow prevention practices outlined in the Agency Rules and Regulations.

In the event that Agency water supply is insufficient to meet all of Customer’s needs, which may occur from time to time, or for any cause of water shortage or interruption, beyond Agency’s reasonable control, the Agency, its officers, agents or employees, shall not be liable for any resulting direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue. If necessary, Agency may implement water rationing or other programs or policies in order to address such water shortages or interruptions within its service area.

Customer may install at their own expense a service line from the Agency Turnout to the point of use at the Customer Service Facilities (Customer’s Side of the Meter), including any isolation valve(s). Agency is not responsible or liable for any equipment on Customer’s Side of the Meter. Customer is responsible for maintaining all equipment and facilities on Customer’s Side of the Meter, including without limitation all pipe, fittings, and any other equipment installed by Customer. All plumbing materials used, repairs made, and installations shall comply with current state and federal Safe Drinking Water Act requirements and plumbing codes. Agency will not install pressure relief valves or other pressure-reducing equipment on Customer’s Side of the Meter, nor does Agency inspect, maintain, or bear any responsibility or liability for any such valve or equipment installed by Customer.

**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

Customer Name: North Edwards Water District

WSA No: WSA-21-056

Release. Customer hereby waives, releases, and discharges Agency and its officers, directors, employees, insurers, representatives, and contractors of any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind related to, arising from, or in any way connected with, Customer's installation of, or maintenance or failure to maintain, inspect, or replace, a pressure relief valve or other pressure-reducing equipment on Customer's Side of the Meter. If Customer chooses to install a pressure relief valve or pressure-reducing equipment on Customer's Side of the Meter, Customer willingly assumes full responsibility for any and all risks associated with such valve or equipment and accepts full responsibility for any damages of any kind that may result from such installation, maintenance, and use of such valve or equipment. Customer agrees to assume all risk associated with the installation, use, misuse, or failure of such valve or equipment and from Customer's failure to timely inspect, maintain, or replace such valve or other equipment.

By execution hereof, Customer agrees to hold Agency and its officers, directors, employees, insurers, representatives, and contractors harmless from any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers/users of the Agency, normal failures of the system, or other events beyond the Agency's reasonable control.

Customer agrees to guarantee payment of all other rates, fees, and charges due on any account for which said Customer is responsible. Payment of all charges shall be made at the rates, times and in the manner provided for in the Rules and Regulations. Customer acknowledges that nonpayment of amounts due Agency will result in disconnection of the water service to Customer's Service Area(s). In the event water service is disconnected due to delinquency in payments, service shall not be restored until all past due accounts, including interest and late charges, have been paid to Agency. Restored water service shall be subject to additional charges.

Agency's Board of Directors shall have the authority to cancel the water service of any Customer in noncompliance with any Agency policy, the Rules and Regulations, or with nonpayment of any fees or charges as required by Agency's published rates, fees, and conditions of service, in accordance with any statutory processes required by State law for canceling water service. If Agency equipment is tampered with or water is taken by means of an unauthorized connection or both, Customer shall forfeit all rights and privileges under this Agreement.

Any misrepresentation of fact(s) by Customer on any documentation relating to or deemed a part of this Agreement shall result in discontinuance of water service to the Turnout.

Each Customer must sign this Agreement before Agency will begin or continue water service. If service to an existing connection has been suspended or terminated, Agency will not re-establish service until a new Water Service Agreement is duly executed by Customer and approved by the Agency's Board of Directors.

Unless otherwise agreed by Agency or provided in Section 5.2.2 and Exhibit 8 of the Judgement and Physical Solution entered in the *Antelope Valley Groundwater Cases*, Santa Clara Case No. 1-05-CV-049053, Agency shall retain the right to all return flows associated or resulting from water delivered by Agency to Customer under this Agreement.

**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

Customer Name: North Edwards Water District

WSA No: WSA-21-056

NOTICE & RELEASE CONCERNING WATER PRESSURE HAZARD

Customer expressly acknowledges that Agency may install a check valve or other backflow prevention device at Agency's meter serving the Customer, and that such device will cause and result in water pressure within Customer's private plumbing system. Customer further acknowledges and understands that a properly operating pressure relief valve must be installed by Customer and maintained by Customer.

Customer understands that failure to maintain properly operating pressure relief/regulating valve(s) on Customer Side of the Meter is a dangerous practice that can result in personal injury and property damage. Customer hereby agrees to waive, release, and hold the Agency and its officers, directors, employees, insurers, representatives, and contractors harmless from any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind resulting from malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief/regulating valve(s) on Customer Side of the Meter, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.

NOTICE & RELEASE CONCERNING DRIVEWAYS

Customer expressly acknowledges that any construction, including walls, concrete structures, or asphalt installed on the Customer's property over any equipment furnished and installed by Agency, or for Agency without notification and approval by Agency in writing is prohibited. Agency shall not be liable for any damage to Customer's equipment or facilities that are not approved by the Agency.

CONDITIONS OF APPROVAL

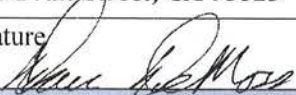
The Customer agrees to comply with the specific requirements of Agency Conditions of Approval (**Exhibit C**) as a part of this Agreement WSA No.: WSA-21-056, before approval of this Agreement can be granted by the Agency.

PRIVACY DISCLOSURE

Customer privacy is important to Agency and Customer information shall be confidential unless the Customer consents in writing or as otherwise required by law. This shall encompass confidentiality of Customer address, telephone number, e-mail, specific billing, credit, or water usage information. Customer can request that personal information retained by the Agency be released to unauthorized persons.

Please provide Customer name, company (if applicable), title, billing address, water service address, phone number(s), email address(es), and signature.

CUSTOMER APPROVAL

Customer/Representative (print name) Dan DeMoss	Company Name (if applicable) North Edwards Water District
Title Administrator	Water Service Address 13525 Fran Street, CA 93523
Billing Address 13525 Fran Street, CA 93523	Phone Number(s) (760) 769-4520
Signature 	E-Mail Address(es) newd@verizon.net

AGENCY APPROVAL

Agency Representative (print name)	Agency Name Antelope Valley-East Kern Water Agency
Title	Address 6500 West Avenue N, Palmdale, CA 93551-2855
Signature	Phone Number (661) 943-3201

**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

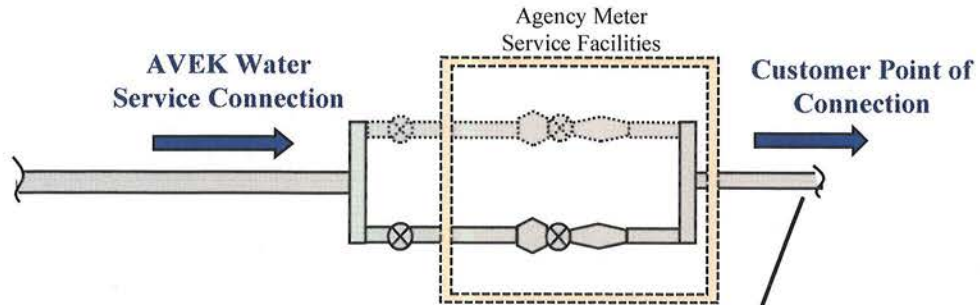
Customer Name: North Edwards Water District

WSA No: WSA-21-056

EXHIBIT A

Agency Water Service Facilities (Turnout) - Typical

Agency-approved meter and related connection equipment and facilities for water service.



To Customer Service Area(s), real property(ies), dwellings, water facilities, and/or business(es) as per approved Water Service Agreement (WSA). All use of water delivered and facilities beyond this point are the responsibility of the Customer. Facility operation, maintenance, and liability in the delivery of AVEK water is made per Agency Water Service Agreement and Rules & Regulations.

Typical installation shown for reference only. Actual design, construction, and specifications of Agency Meter Service Facilities (Turnout) may vary.

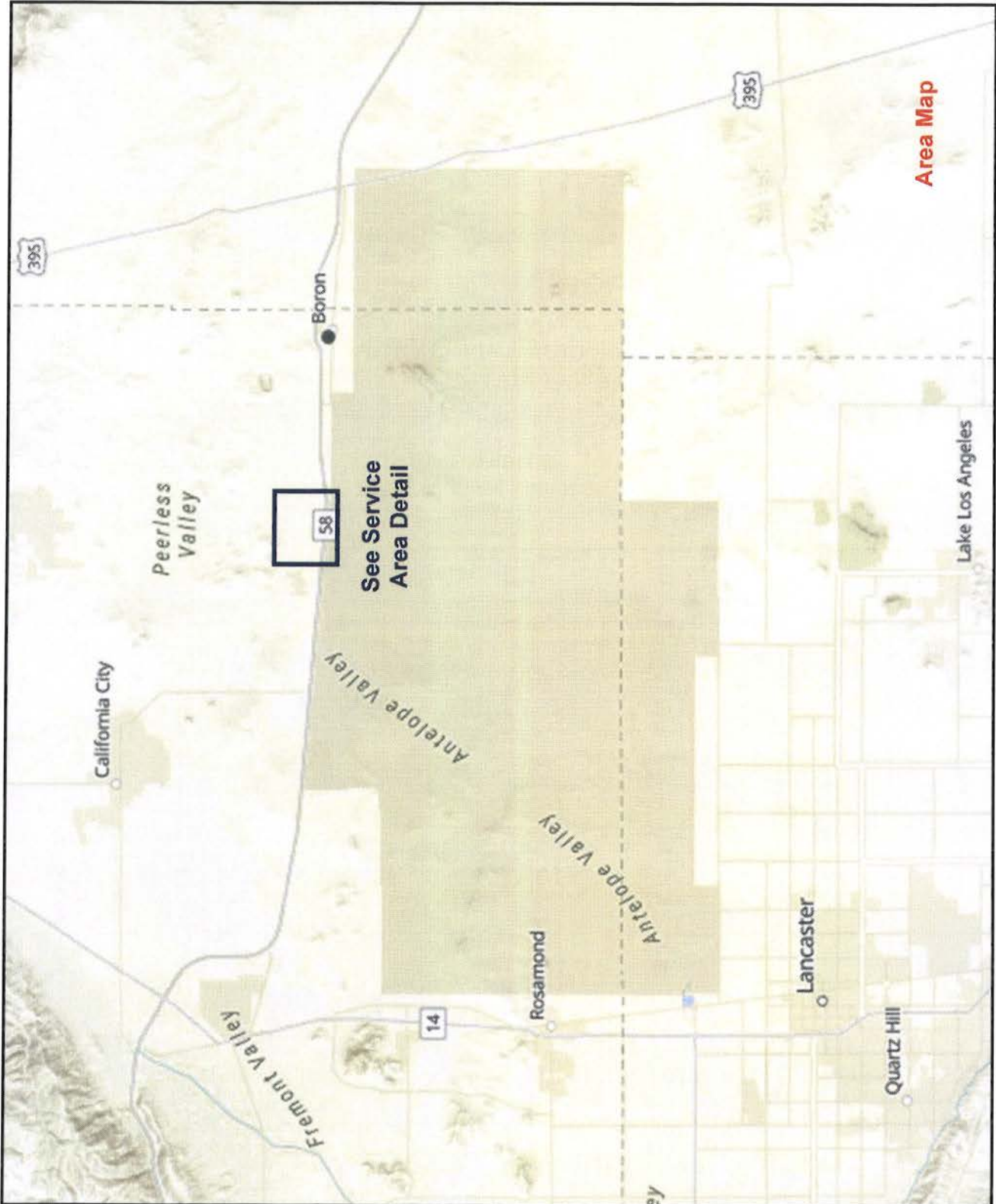
**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

Customer Name: North Edwards Water District

WSA No: WSA-21-056

**EXHIBIT B
Customer Premises**

Service area(s), real property(ies), dwellings, water facilities, and/or business(es).



**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

Customer Name: North Edwards Water District

WSA No: WSA-21-056

**EXHIBIT B, Con't
Customer Premises**

Service area(s), real property(ies), dwellings, water facilities, and/or business(es).



**WATER SERVICE AGREEMENT
M&I TREATED (POTABLE) WATER USER**

Customer Name: North Edwards Water District

WSA No: WSA-21-056

**EXHIBIT C
Conditions of Approval
Treated (Potable) Water User**

Conditions for Approval of Water Service

Prior to approval of Treated (Potable) Water Use from the Agency, the Customer shall comply with specific conditions as outlined in the Agency Rules and Regulations. The Agency and its representative(s) reserve the right to perform an annual inspection of Customer's Premises in order to verify Customer's compliance with Agency Rules and Regulations including all cross-connection and backflow prevention requirements of the Agency (Article 3.35); separating Untreated (Non-Potable) and Treated (Potable) Water systems via an approved air gap.

The following conditions for final approval for water service must be met prior to water service to the Service Area(s), the real property(ies), dwellings, water facilities, and/or business(es) indicated in **Exhibit B** of Water Service Agreement WSA No.: WSA-21-056:

- 1) Applicable fees have been paid to the Agency per the Rules and Regulations.
- 2) Acceptable backflow test report results have been submitted to the Agency.
- 3) Customer is to submit Water System drawings to the Agency for their records. Drawings are to include a complete watering system including the location, size, and type of all backflow prevention devices, pressure, and non-pressure water lines, valves, and sprinkler heads in those areas requiring a permanent, and/or temporary irrigation system.
- 4) Drawings are to include any adjacent public right-of-way, the locations of any site improvements, and required building permits.
- 5) The Customer shall not encumber or impair the Agency's ability to maintain an adequate level of service to other Agency Customers; compromising public health, safety, or welfare due to circumstances that affect the availability of Agency water supply.

RECORDED AT THE REQUEST OF
ANTELOPE VALLEY-EAST KERN WATER AGENCY

When Recorded Mail to:
Antelope Valley-East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93536

Document Transfer Tax \$ None.
(Exempt—Chapter 1108 Statute 1969)

APN 230-153-12

GRANT OF EASEMENT


For good and valuable consideration, receipt of which is hereby acknowledged, North Edwards Water District (“Grantor”) do hereby grant and convey onto the Antelope Valley-East Kern Water Agency (“Grantee”), its successors and assigns, a perpetual easement as hereinafter described to construct, reconstruct, remove, replace, repair, maintain, operate, and use one (1) pipeline and turnout, together with connections, fastenings, and other appliances and fixtures in connection therewith or appurtenant thereto (“appurtenances”), as well as certain above-ground appurtenances such as magnetic flow meter, control valve, pressure gauge, air release valve, sampling station and electrical and communications equipment, all of which are necessary for the transmission and distribution of water under and through that certain real property of Grantor, located in the County of Kern, State of California (hereafter called the “Turnout Easement”), and described in Exhibits A and B attached hereto and by this reference made a part hereof, subject to the following terms, covenants, and conditions:

1. Construction and Acceptance of Turnout Facilitates and Easement: Grantor will construct the Turnout facilities in compliance with the Grantee approved Turnout Construction Plans and Specifications. Upon completion of the Turnout construction to Grantor’s satisfaction and approval, Grantor will accept the Turnout facilities as complete and will notify Grantee in writing of acceptance of same at which time Grantee shall inspect and take ownership of the Turnout facilities as described in item 4 below and at which time Grantee’s Turnout Easement rights begin.
2. Right of Inspection and Maintenance. Grantee may conduct reasonable inspections (including vehicular patrols) and necessary maintenance of said pipeline and turnout, and appurtenances over, under and across the Turnout Easement, and Grantee may mark the location of said easement and pipeline and turnout by suitable markers. Grantee shall restore any disturbed surface of the ground, so far as is practicable, to its condition prior to any maintenance operation.
3. Right of Ingress and Egress. Grantee shall have reasonable ingress to and egress from the said Turnout Easement across those portions of the lands of the Grantors’ minimally necessary for same, for all necessary purposes in connection with or incidental to the lawful exercise and enjoyment of the rights of the perpetual easement described above, providing that said ingress and egress is limited to foot and vehicular traffic, and

activities shall not interfere unreasonably with Grantor's use of the land. Means of ingress and egress to the said Turnout Easement will be provided via a common lock at the southern entrance gate to the Grantor's water facilities yard on Davenport Street. Grantor will furnish Grantee with keys to the common lock upon Grantee taking ownership of the turnout facilities as described in items 1 and 4. Grantee shall secure Grantor's water facilities yard by properly locking that gate upon completion of Grantee's access to the turnout facilities. In the event Grantor changes the lock on that gate, Grantor shall provide Grantee with written notice concerning that change and shall promptly provide Grantee with the keys to the new lock.

4. Turnout Constructed to be Property of Grantee. Any pipeline, turnout, cables, and other appurtenances including but not limited to the Turnout metering vault and all of the equipment contained within from the point of connection to Grantee's pipeline shall at all times remain the property of Grantee excepting the pipeline and associated meter, control valve, and other appurtenances downstream of the Turnout metering vault which facilities shall remain under ownership and control of Grantor.
5. Grantors Reservation of Right to Use Property. Grantors reserve the right to full use and enjoyment of the Turnout Easement, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and that no new excavation, building, structure or obstructions shall be constructed on the said easement without Grantee's prior written consent, which consent shall not be unreasonably withheld.
6. Warranty of Ownership Interest. Grantors represent, covenant and warrant that the undersigned own title to the subject real property and that there are no deeds of trust or liens on same.
7. Runs With Land; Binds Successors-in -Interest. Grantee's rights and Grantor's obligations shall encumber the real property and fixtures described herein and "run with the land", and bind all successors-in-interest to any portion of or interest in such real property and fixtures.

IN WITNESS WHEREOF, this Grant of Easement is hereby signed this 31
day of March, 2021.



Gary Westmoreland, Board President
North Edwards Water District
GRANTOR

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

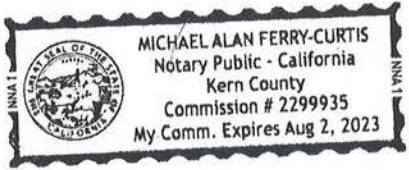
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Kern

On 3-31-2021 before me, Michael Alan Ferry-Curtis, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gary Westmoreland
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature ma ferry-curtis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SEE ATTACHED
Document Date: SEE ATTACHED Number of Pages: 7
Signer(s) Other Than Named Above: SEE ATTACHED

Capacity(ies) Claimed by Signer(s)

Signer's Name: SEE ATTACHED Signer's Name: SEE ATTACHED
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CERTIFICATE OF ACCEPTANCE

Antelope Valley-East Kern Water Agency does hereby accept the above and foregoing easement upon and subject to all of the terms, covenants, and conditions therein contained, and does hereby agree to comply with and perform each of all of said terms, covenants, and conditions.

GRANTEE:

ANTELOPE VALLEY-EAST KERN
WATER AGENCY

By: _____

Title: Dwayne Chisam
General Manager / Chief Engineer

Date: _____

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

On _____ before me, _____
personally appeared, _____
(Insert Name of Notary Public and Title)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

EXHIBIT A
LEGAL DESCRIPTION

TURNOUT EASEMENT

AN EASEMENT ON A PORTION OF LOT 204 OF TRACT NO. 2046 AS RECORDED IN BOOK 9 OF MAPS, AT PAGE 192 IN THE OFFICE OF THE KERN COUNTY RECORDER, SAID TRACT LOCATED IN SECTION 28, TOWNSHIP 11 NORTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE COUNTY OF KERN, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE KERN COUNTY SURVEYOR'S MONUMENT FOR THE INTERSECTION OF DAVENPORT STREET AND LORRAINE AVENUE AS SHOWN ON SAID TRACT NO. 2046; THENCE ALONG THE CENTERLINE OF SAID LORRAINE AVENUE SOUTH 89°40'15" WEST A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 00°19'45" WEST A DISTANCE OF 55.00 FEET, MORE OR LESS TO THE NORTH RIGHT-OF-WAY OF SAID LORRAINE AVENUE BEING THE POINT OF BEGINNING;

- THENCE (1) ALONG NORTH RIGHT-OF-WAY OF SAID LORRAINE AVENUE SOUTH 89°40'15" WEST, A DISTANCE OF 37.00 FEET;
- THENCE (2) DEPARTING SAID NORTH RIGHT-OF-WAY NORTH 00°19'45" WEST, A DISTANCE OF 15.00 FEET;
- THENCE (3) PARALLEL WITH THE NORTH RIGHT-OF-WAY OF SAID LORRAINE AVENUE NORTH 89°40'15" EAST, A DISTANCE OF 37.00 FEET;
- THENCE (4) SOUTH 00°19'45" EAST, A DISTANCE OF 15.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

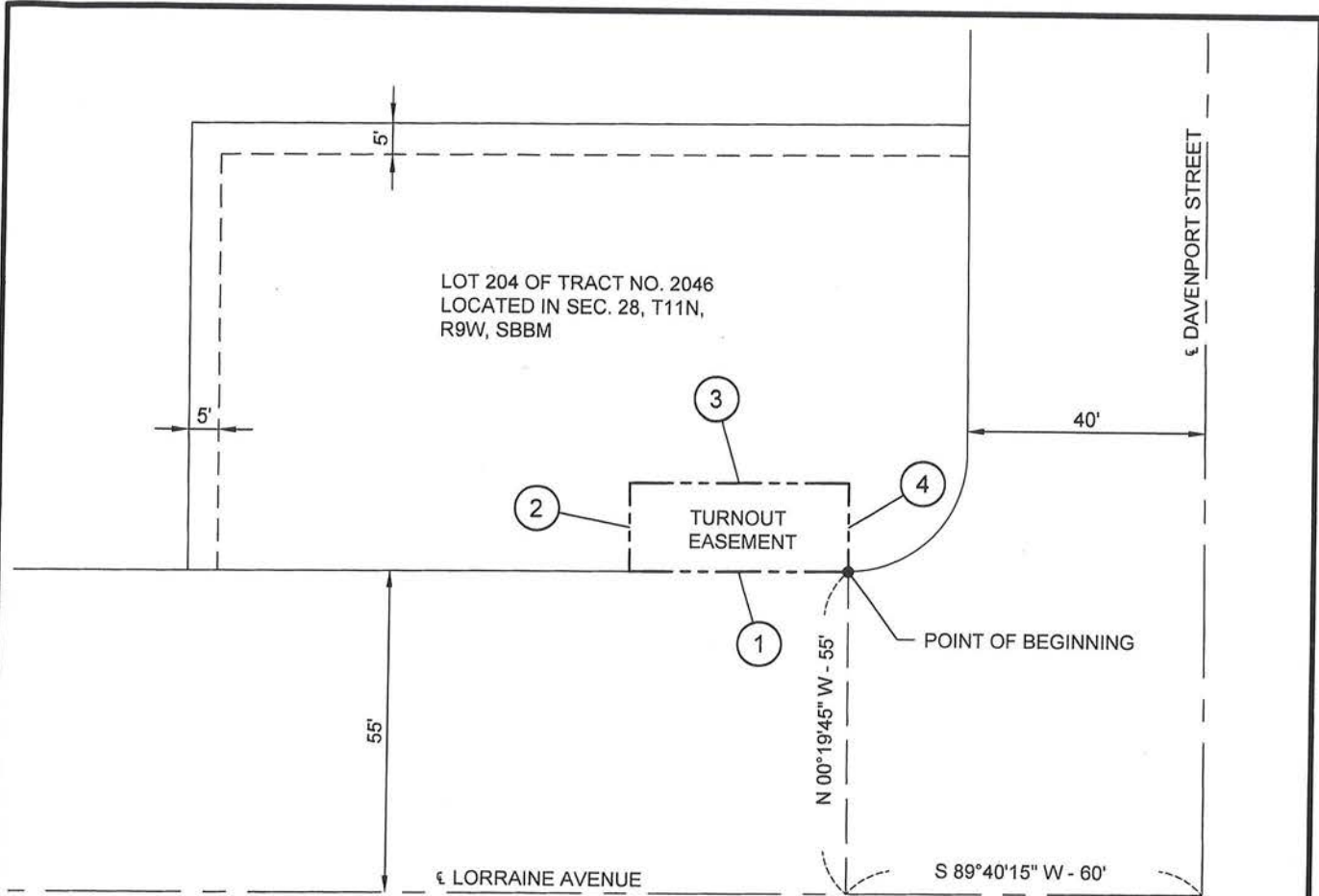
CONTAINING 0.013 ACRES, MORE OR LESS.



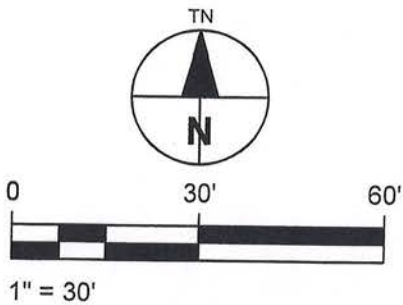
DANIEL S. CRONQUIST, PLS

3/29/21
DATE





SEGMENT NO.	BEARING	DISTANCE
1	S 89°40'15" W	37'
2	N 00°19'45" W	15'
3	N 89°40'15" E	37'
4	S 00°19'45" E	15'



3/10/2021

ANTELOPE VALLEY - EAST KERN WATER AGENCY
 TURNOUT EASEMENT

60645112



EXHIBIT B

RECOMMENDED BOARD ORDER 7(c-2)

To the Board of Directors

FOR BOARD ACTION

APPROVE WATER SERVICE AGREEMENT WITH CERES ENTERPRISES

The Board of Directors adopted the following board order on September 28, 2021:

To authorize the general manager to execute the Agency's standard Water Service Agreement to supply a municipal and industrial supply of water to Ceres Enterprises in accordance with the Agency's Rules and Regulations for Water Service, as presented and recommended.

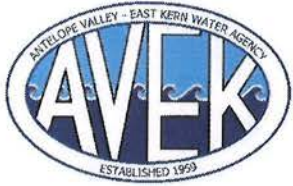
Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(c-2)

09-28-21



STAFF REPORT

To: Board of Directors

Date: September 22, 2021

From: Dwayne Chisam, General Manager

Prepared By: Justin Livesay, Engineering Manager

Matthew Knudson, AGM *M.K.*

Subject: Recommendation to Execute a Water Service Agreement with Ceres Enterprises

Meeting Dates: Capital Improvement Program Committee: September 21, 2021 and Board of Directors: September 28, 2021

Agenda Item(s): 7 (C-2)

Attachment(s): YES NO

Staff Recommendation:

The Capital Improvement Program Committee and staff recommend the Board authorize the General Manager to execute the Agency's standard Water Service Agreement to supply a municipal and industrial supply of water to Ceres Enterprises in accordance with the Agency's Rules and Regulations for Water Service.

Summary:

Ceres Enterprises (Ceres) is private business entity intending to construct a convenience store and truck stop along Highway 58 in Kern County, approximately two miles east of California City Blvd. The parcel owned by Ceres is located within the AVEK service area and, as a member of AVEK's tax base, is eligible to receive imported water supply.

Ceres previously pursued a private well option and received approval from the Antelope Valley Watermaster for a new well but was denied a well drilling permit from the California State Water Resources Control Board (SWRCB) due to known groundwater quality issues in the vicinity of the project. The SWRCB directed Ceres to pursue a connection to AVEK due to their parcel's proximity directly adjacent to AVEK's existing West Feeder pipeline.

Ceres has submitted an Application for Water Service Connection and the accompanying deposit in accordance with our Rules and Regulations for Water Service. Ceres is requesting a two-inch connection to the West Feeder pipeline and estimate their annual water demand to be approximately 17 acre-feet per year. Ceres is currently preparing construction plans and specifications for their new turnout connection which will be reviewed and by AVEK staff.

Because Ceres will have no other supply of water other than their connection to AVEK, the Capital Improvement Program committee recommended adding the following conditions to their terms of service:

- 1) Customer shall maintain a 10-day supply of back-up water storage located on Customer's Premises, in addition to the required storage for fire protection.
- 2) Customer is required to have a contingency plan for the use of hauled water in the event that Agency water service to Customer is unavailable due to maintenance, planned or unplanned outages, or drought-related curtailments.

These conditions were included in Exhibit C of the Water Service Agreement.

Ceres Enterprises has executed the Water Service Agreement, and it is ready to be counter-signed by AVEK.

Supporting Documents

- Ceres Enterprises Water Service Agreement



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

**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

AGREEMENT

This Agreement entered into this 11th day of August, 2021, between the Antelope Valley-East Kern Water Agency, established by Chapter 2146 of the 1959 Statutes of the State of California (Agency) and Ceres Enterprises (Customer).

WITNESSETH

The Agency shall sell and deliver water service to Customer and Customer shall purchase, receive, and/or reserve water service from the Agency in accordance with this Water Service Agreement (Agreement) and Agency's Rules and Regulations for Water Service (Rules and Regulations), as amended from time to time by Agency's Board of Directors. Upon compliance with this Agreement and Rules and Regulations, including payment of all required charges, Customer is eligible to receive water service from the Agency.

Customer agrees to pay any and all costs incurred by Agency for the design, construction, inspection, operation, and maintenance of water service connection(s) serving Customer. All water delivered to Customer shall be metered by equipment furnished and installed by Agency, or for Agency with its approval. All Agency-approved meter and related connection equipment and facilities for water service (the Turnout) (**Exhibit A**) are intended for the sole use of Customer and are to serve water to the real property(ies), dwellings, water facilities, and/or business(es) indicated in **Exhibit B**. Extension of pipe or pipes to transfer water to another location or locations, to share, re-sell, or sub-meter water to any other persons, dwelling, business, and/or property, etc., except as approved by the Agency, is prohibited and shall be grounds for immediate termination of all water service.

Agency and Customer shall locate the Turnout to serve water to the Customer at a point or location chosen by Agency, or as agreed to by Agency. The Customer agrees the Agency shall have access to the Turnout at all reasonable times for any purpose connected with or in the furtherance of the purpose and objectives of this Agreement. Upon discontinuance of Turnout usage, Agency shall have the right to remove equipment from the Turnout.

Agency's authorized employees shall have access to the Turnout at all reasonable times for the purpose of inspecting for compliance with Agency's Rules and Regulations, including state or federal requirements for water systems, applicable plumbing codes, and/or utility construction standards. Any direct connection between Agency supply and a potential source of contamination is strictly prohibited. Potential sources of contamination must be isolated from Agency facilities in compliance with appropriate cross-connection and backflow prevention practices outlined in the Agency Rules and Regulations.

In the event that Agency water supply is insufficient to meet all of Customer's needs, which may occur from time to time, or for any cause of water shortage or interruption, beyond Agency's reasonable control, the Agency, its officers, agents or employees, shall not be liable for any resulting direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue. If necessary, Agency may implement water rationing or other programs or policies in order to address such water shortages or interruptions within its service area.

Customer may install at their own expense a service line from the Agency Turnout to the point of use at the Customer Service Facilities (Customer's Side of the Meter), including any isolation valve(s). Agency is not responsible or liable for any equipment on Customer's Side of the Meter. Customer is responsible for maintaining all equipment and facilities on Customer's Side of the Meter, including without limitation all pipe, fittings, and any other equipment installed by Customer. All plumbing materials used, repairs made, and installations shall comply with current state and federal Safe Drinking Water Act requirements and plumbing codes. Agency will not install pressure relief valves or other pressure-reducing equipment on Customer's Side of the Meter, nor does Agency inspect, maintain, or bear any responsibility or liability for any such valve or equipment installed by Customer.

**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

Release. Customer hereby waives, releases, and discharges Agency and its officers, directors, employees, insurers, representatives, and contractors of any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind related to, arising from, or in any way connected with, Customer's installation of, or maintenance or failure to maintain, inspect, or replace, a pressure relief valve or other pressure-reducing equipment on Customer's Side of the Meter. If Customer chooses to install a pressure relief valve or pressure-reducing equipment on Customer's Side of the Meter, Customer willingly assumes full responsibility for any and all risks associated with such valve or equipment and accepts full responsibility for any damages of any kind that may result from such installation, maintenance, and use of such valve or equipment. Customer agrees to assume all risk associated with the installation, use, misuse, or failure of such valve or equipment and from Customer's failure to timely inspect, maintain, or replace such valve or other equipment.

By execution hereof, Customer agrees to hold Agency and its officers, directors, employees, insurers, representatives, and contractors harmless from any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers/users of the Agency, normal failures of the system, or other events beyond the Agency's reasonable control.

Customer agrees to guarantee payment of all other rates, fees, and charges due on any account for which said Customer is responsible. Payment of all charges shall be made at the rates, times and in the manner provided for in the Rules and Regulations. Customer acknowledges that nonpayment of amounts due Agency will result in disconnection of the water service to the Customer. In the event water service is disconnected due to delinquency in payments, service shall not be restored until all past due accounts, including interest and late charges, have been paid to Agency. Restored water service shall be subject to additional charges.

Agency's Board of Directors shall have the authority to cancel the water service of any Customer in noncompliance with any Agency policy, the Rules and Regulations, or with nonpayment of any fees or charges as required by Agency's published rates, fees, and conditions of service, in accordance with any statutory processes required by State law for canceling water service. If Agency equipment is tampered with or water is taken by means of an unauthorized connection or both, Customer shall forfeit all rights and privileges under this Agreement.

Any misrepresentation of fact(s) by Customer on any documentation relating to or deemed a part of this Agreement shall result in discontinuance of water service to the Turnout.

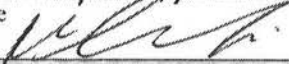
Each Customer must sign this Agreement before Agency will begin or continue water service. If service to an existing connection has been suspended or terminated, Agency will not re-establish service until a new Water Service Agreement is duly executed by Customer and approved by the Agency's Board of Directors.

Unless otherwise agreed by Agency or provided in Section 5.2.2 and Exhibit 8 of the Judgement and Physical Solution entered in the *Antelope Valley Groundwater Cases*, Santa Clara Case No. 1-05-CV-049053, Agency shall retain the right to all return flows associated or resulting from water delivered by Agency to Customer under this Agreement.

**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

NOTICE & RELEASE CONCERNING WATER PRESSURE HAZARD	
<p>Customer expressly acknowledges that Agency may install a check valve or other backflow prevention device at Agency's meter serving the Customer, and that such device will cause and result in water pressure within Customer's private plumbing system. Customer further acknowledges and understands that a properly operating pressure relief valve must be installed by Customer and maintained by Customer.</p> <p>Customer understands that failure to maintain properly operating pressure relief/regulating valve(s) on Customer Side of the Meter is a dangerous practice that can result in personal injury and property damage. Customer hereby agrees to waive, release, and hold the Agency and its officers, directors, employees, insurers, representatives, and contractors harmless from any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind resulting from malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief/regulating valve(s) on Customer Side of the Meter, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue.</p>	
NOTICE & RELEASE CONCERNING DRIVEWAYS	
<p>Customer expressly acknowledges that any construction, including walls, concrete structures, or asphalt installed on the Customer's property over any equipment furnished and installed by Agency, or for Agency without notification and approval by Agency in writing is prohibited. Agency shall not be liable for any damage to Customer's equipment or facilities that are not approved by the Agency.</p>	
CONDITIONS OF APPROVAL	
<p>The Customer agrees to comply with the specific requirements of Agency Conditions of Approval (Exhibit C) as a part of this Agreement WSA No.: <u>WSA-21-057</u>, before approval of this Agreement can be granted by the Agency.</p>	
PRIVACY DISCLOSURE	
<p>Customer privacy is important to Agency and Customer information shall be confidential unless the Customer consents in writing or as otherwise required by law. This shall encompass confidentiality of Customer address, telephone number, e-mail, specific billing, credit, or water usage information. Customer can request that personal information retained by the Agency be released to unauthorized persons.</p> <p>Please provide Customer name, company (if applicable), title, billing address, water service address, phone number(s), email address(es), and signature.</p>	
CUSTOMER APPROVAL	
Customer/Representative (print name)	Company Name (if applicable)
<u>MAKHAN SINGH</u>	<u>Ceres Enterprises</u>
Title	Water Service Address
<u>OWNER</u>	<u>12971 Northgate Blvd</u>
Billing Address	North Edward, CA 93523
<u>3936 CASTELLINA WAY</u>	Phone Number(s)
<u>Manteca, CA 95337</u>	<u>916-896-8999</u>
Signature	E-Mail Address(es)
	<u>MAKHAN.SODHI@yahoo.com</u>
AGENCY APPROVAL	
Agency Representative (print name)	Agency Name
	<u>Antelope Valley-East Kern Water Agency</u>
Title	Address
	<u>6500 West Avenue N, Palmdale, CA 93551-2855</u>
Signature	Phone Number
	<u>(661) 943-3201</u>

**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

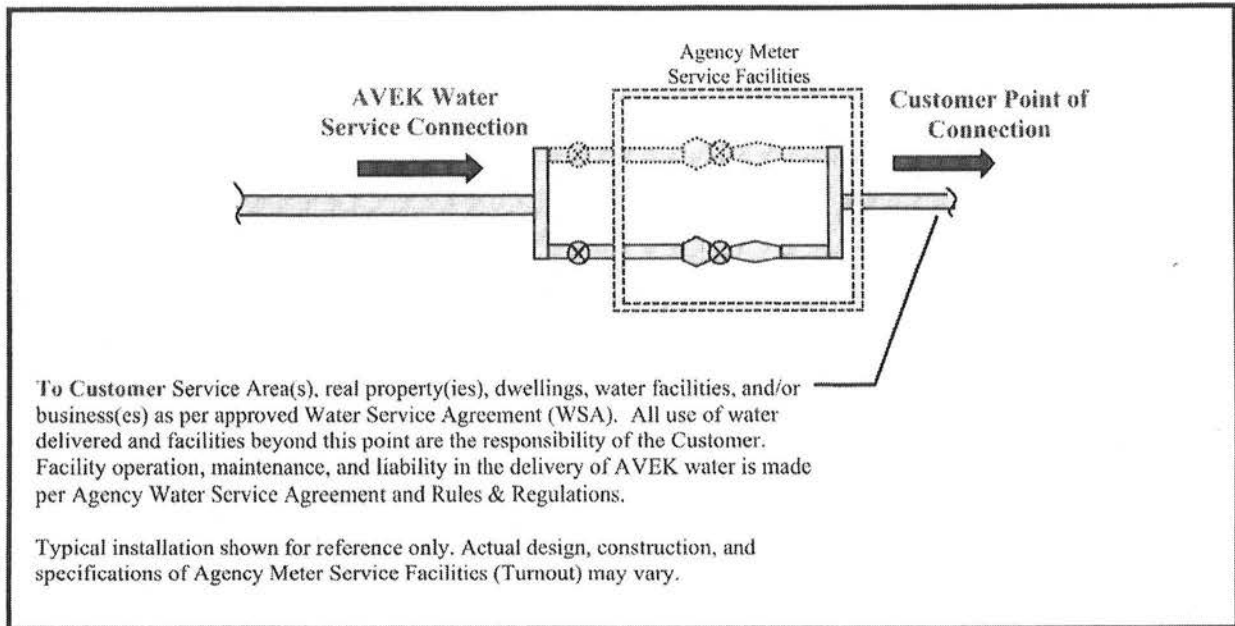
Customer Name: Ceres Enterprises

WSA No: WSA-21-057

EXHIBIT A

Agency Water Service Facilities (Turnout) - Typical

Agency-approved meter and related connection equipment and facilities for water service.



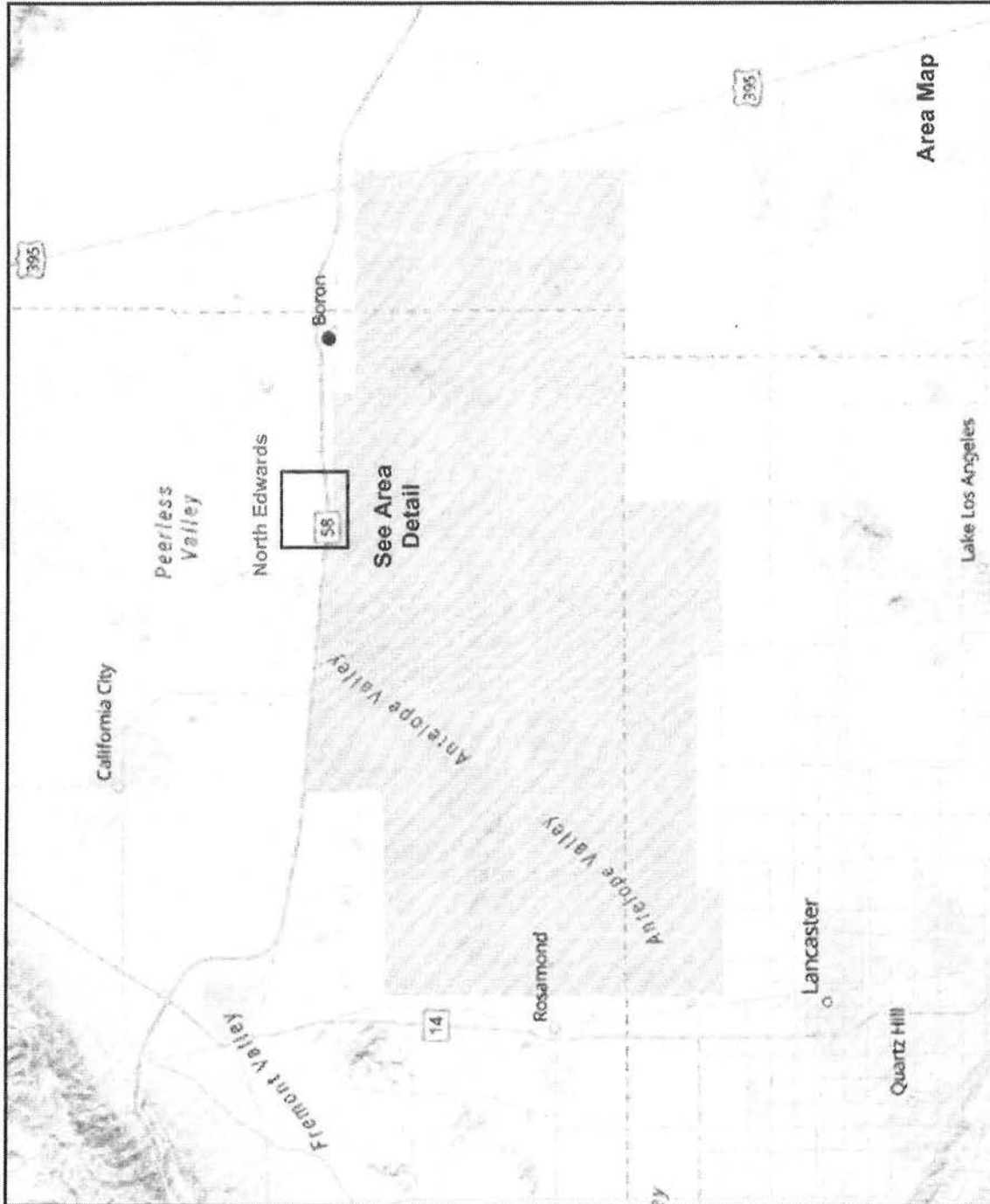
**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

**EXHIBIT B
Customer Premises**

Service area(s), real property(ies), dwellings, water facilities, and/or business(es).



**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

**EXHIBIT B, Cont.
Customer Premises**

Service area(s), real property(ies), dwellings, water facilities, and/or business(es).



**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

**EXHIBIT B, Cont.
Customer Premises**

Service area(s), real property(ies), dwellings, water facilities, and/or business(es).

Real property(ies) Assessors Data

Parcel 1: Kern County Parcel

Parcel # (APN): 234-350-12

Legal Description: S 36 T 11 R 10 PAR 1 CC 2385 DOC 208160227 10/10/2008

**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

**EXHIBIT C
Conditions of Approval
Treated (Potable) Water User**

Conditions for Approval of Water Service

Prior to approval of Treated (Potable) Water Use for the Agency, the Customer shall comply with specific conditions as outlined in the Agency Rules and Regulations. The Agency and its representative(s) reserve the right to perform an annual inspection of Customer's Premises in order to verify Customer's compliance with Agency Rules and Regulations including all cross-connection and backflow prevention requirements of the Agency (Article 3.35); separating Untreated (Non-Potable) and Treated (Potable) Water systems via an approved air gap.

The following conditions for final approval for water service must be met prior to water service to the service area(s), the real property(ies), dwellings, water facilities, and/or business(es) indicated in **Exhibit B** of Water Service Agreement WSA No.: WSA-21-057 :

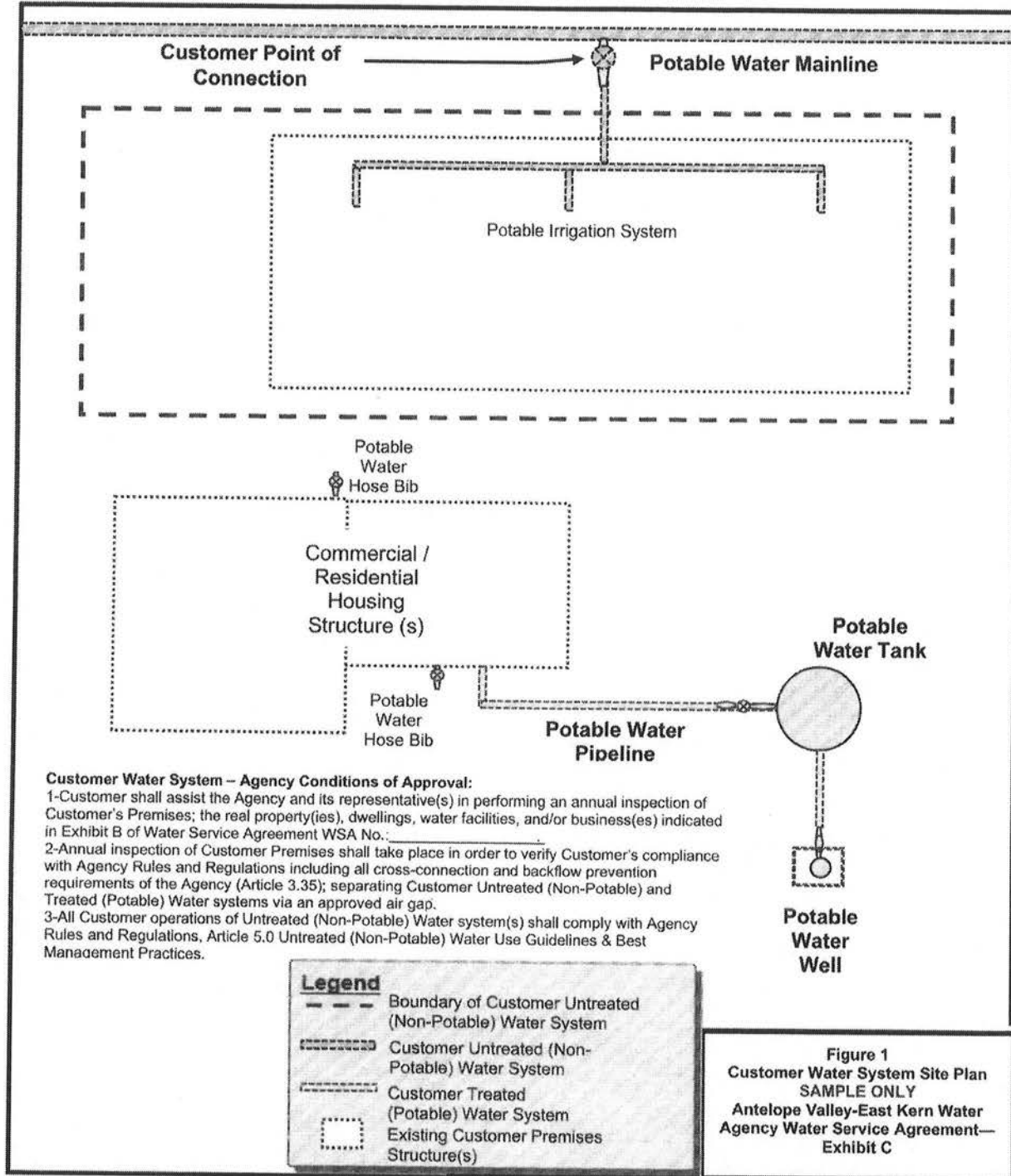
- 1) Applicable fees have been paid to the Agency per the Rules and Regulations.
- 2) Acceptable backflow test report results have been submitted to the Agency
- 3) Customer is to submit Water System drawings to the Agency for their records. Drawings are to include a complete watering system including the location, size, and type of all backflow prevention devices, pressure, and non-pressure water lines, valves, and sprinkler heads in those areas requiring a permanent, and/or temporary irrigation system.
- 4) Drawings are to include any adjacent public right-of-way, the locations of any site improvements, and required building permits.
- 5) The Customer shall not encumber or impair the Agency's ability to maintain an adequate level of service to other Agency Customers; compromising public health, safety, or welfare due to circumstances that affect the availability of Agency water supply.
- 6) The Customer shall maintain a 10-day supply of back-up water storage located on Customer's Premises, in addition to the required storage for fire protection.
- 7) Customer is required to have a contingency plan for the use of hauled water in the event that Agency water service to Customer is unavailable due to maintenance, planned or unplanned outages, or drought-related curtailments.

**WATER SERVICE AGREEMENT
AGRICULTURAL TREATED (POTABLE) WATER USER**

Customer Name: Ceres Enterprises

WSA No: WSA-21-057

**EXHIBIT C, Cont.
Conditions of Approval
Treated (Potable) Water User**



Item No. 10(a)

Attorney's Report:

Assembly Bill 361 – New Legislation

Regarding Public Meetings and

Teleconferencing

– Attorney James Markman



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37th Floor
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Agenda Item No 106
9-28-21

MEMORANDUM

TO: Public Law Clients

FROM: Richards, Watson & Gershon

DATE: September 21, 2021

SUBJECT: Assembly Bill 361 – New Legislation Regarding Public Meetings and Teleconferencing

On September 16, 2021 Governor Newsom signed [AB 361](#), new legislation that amends the Brown Act to allow local agencies to meet remotely during declared emergencies under certain conditions. AB 361 took effect immediately as an urgency measure, but the Governor subsequently suspended application of the legislation – with limited exceptions – until October 1, 2021.

AB 361 builds upon Executive Order (“EO”) N-29-20, issued by the Governor on March 17, 2020, which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency. EO N-29-20’s provisions concerning public meetings generally apply through September 30, 2021.¹

AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act’s standard teleconferencing provisions,² including the requirement that meetings be conducted in physical locations, if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing;³ or (2) the agency has already determined

¹ EO N-08-21, ¶ 42, issued June 11, 2021; EO N-15-21, ¶ 1, issued September 20, 2021.

² The standard teleconferencing requirements found in Government Code Section 54953(b)(3) include the requirements to: (1) post agendas at all teleconference locations, (2) identify each teleconference location in the notice and agenda of the meeting or proceeding, and (3) make each teleconference location accessible to the public.

³ We recommend that you consult with your RWG attorney to determine whether state or local officials have imposed or recommended any measures to promote social distancing at this time.

or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.⁴

EO N-29-20 required legislative bodies⁵ to make remote public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body, and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act. AB 361 adds new procedures and clarifies the requirements for conducting remote meetings as follows:

- *Public Comment Opportunities in Real Time:* A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time.⁶ Although the agency may still ask for public comments to be submitted in advance, the agency cannot require public comments to be submitted in advance of the meeting.⁷ Agencies may not close a public comment period until members of the public are given the opportunity to register and the time for that comment period has elapsed, whether it is for a specific agenda item or a general comment period.⁸ If an agency does not provide a timed public comment period, but takes public comment separately on each agenda item, it must allow a reasonable amount of time per agenda item to allow members of the public the opportunity to provide public comment, including time to register or “otherwise be recognized for the purpose of providing public comment.”⁹
- *No Action During Disruptions:* In the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency’s control that prevents members of the public from offering public comments

⁴ Gov. Code § 54953(e)(1). AB 361 also provides, until January 31, 2022, similar temporary relaxation of in-person meeting and teleconferencing requirements for state bodies subject to the Bagley-Keene Open Meeting Act and legislative bodies of student body organizations subject to the Gloria Romero Open Meetings Act of 2000.

⁵ For purposes of the Brown Act, the term “legislative body” is defined to include the governing body of a local agency (e.g., the city council or the board of supervisors) and any commission, committee, board, or other body of the local agency, whether permanent or temporary, decision-making or advisory, that is created by formal action of a legislative body. Gov. Code § 54952(a)-(b).

⁶ Gov. Code § 54953(e)(2)(B), (E). AB 361 further provides that, “[i]n each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.” Gov. Code § 54953(e)(2)(B).

⁷ Gov. Code § 54953(e)(2)(E).

⁸ Gov. Code § 54953(e)(2)(G).

⁹ Gov. Code § 54953(e)(2)(G)(ii). Accordingly, adequate time should be given to allow remote speakers to access the meeting, such as a few extra seconds to allow speakers to unmute, or overcome technical difficulties.

using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.¹⁰

- *Periodic Findings:* To continue meeting remotely pursuant to AB 361, an agency must make periodic findings that: (1) the body has reconsidered the circumstances of the declared emergency; and (2) the emergency impacts the ability of the body's members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing.¹¹ These findings should be made not later than 30 days after teleconferencing for the first time pursuant to AB 361, and every 30 days thereafter. We recommend that the agency initially make these findings in October 2021, and place on the agenda (as a placeholder) "reconsideration" of the findings every month thereafter. AB 361 will sunset on January 1, 2024.¹²

While AB 361 took effect immediately as urgency legislation, the Governor issued an executive order on September 20, 2021 that generally suspends application of the legislation until October 1, 2021.¹³ This suspension does not apply, however, to any local legislative body that meets remotely to determine whether – as a result of a gubernatorial proclaimed emergency – meeting in person would present imminent risks to the health or safety of attendees; any such meeting held on or after September 20, 2021 must be conducted in accordance with the procedural requirements set forth in AB 361.¹⁴

For further information regarding AB 361, please contact your RWG attorney.

¹⁰ Gov. Code § 54953(e)(2)(D).

¹¹ Gov. Code § 54953(e)(3).

¹² Gov. Code § 54953(f).

¹³ EO N-15-21, ¶ 1, issued September 20, 2021.

¹⁴ *Id.*