

**AVSWCA**

Antelope Valley State Water Contractors Association

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**COMMISSIONERS***ROBERT PARRIS, Chair**KATHY MAC LAREN-GOMEZ, Vice Chair**LEO THIBAUT, Treasurer-Auditor**DON WILSON, Secretary**KEITH DYAS, Commissioner**BARBARA HOGAN, Commissioner***OFFICERS***PETER THOMPSON II, General Manager**TOM BARNES, Resources Manager**DENNIS HOFFMEYER, Controller**ANGEL FITZPATRICK, Administrative Technician*

February 1, 2024

**Agenda for the Regular Meeting of the Commissioners  
of the Antelope Valley State Water Contractors Association  
to be held at Antelope Valley-East Kern Water Agency at  
6450 West Avenue N, Palmdale 93551**

**Teleconference: (669) 900-6833, Meeting ID 839 3795 7835, Passcode 0**

**Video Conference:**

<https://us02web.zoom.us/j/83937957835?pwd=ak1XbmprdBFBUQnRZOWszWU91VHdyUT09>

*Thursday, February 8, 2024*

**6:00 p.m.**

**NOTICE:** Pursuant to Government Code Section 54953, Subdivision (b), this Regular Meeting of the Commissioners will include teleconference participation by Commissioner Dyas from: 2856 Owens Way, Rosamond, CA 93560.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Angel Fitzpatrick at 661-943-3201 x0211 at least 48 hours prior to an Association meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the Antelope Valley-East Kern Water Agency's office located at 6500 West Avenue N, Palmdale or at <https://www.avswca.org/commissioner-meetings>. Please call Angel Fitzpatrick at 661-943-3201 x0211 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the Association to conduct its meeting will not be permitted and offenders will be requested to leave the meeting.

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

- 1) Pledge of Allegiance.
- 2) Roll call.
- 3) Adoption of agenda.

- 4) Public comments for non-agenda items.
- 5) Presentation on the Resilience Center at the Antelope Valley Fairgrounds. (Dan Jacobs, Chief Executive Officer, Antelope Valley Fair & Event Center)
- 6) Consideration and possible action on minutes of regular meeting held December 14, 2023.
- 7) Payment of bills.
- 8) Consideration and possible action on Election of Officers. (General Manager Thompson II)
- 9) Consideration and possible action closing out the Big Rock Creek Groundwater Recharge Project (Big Rock Project) restricted funds budget and authorizing the conditional repurposing of Antelope Valley-East Kern Water Agency's (AVEK) and Palmdale Water District's (PWD) remaining funds for use in development of the Littlerock Creek Recharge Project (Littlerock Project) (General Manager Thompson II)
- 10) Consideration and possible action on the authorization of staff to release received Replacement Water Assessment (RWA) funds upon receipt in accordance with the Replacement Water Plan approved by the Antelope Valley Watermaster. (General Manager Thompson II)
- 11) Report of Resource Manager – Nothing to Report.
- 12) Report of Controller.
  - a) Update on revenue, expenses, and change in net position.
- 13) Report of General Manager presentation.
  - a) Status updates:
    - 1) Antelope Valley Watermaster meetings.
    - 2) Antelope Valley and Fremont Basin IRWMP Stakeholder meetings.
    - 3) Grant opportunities.
    - 5) Future agenda items.
- 14) Reports of Commissioners.
- 15) Report of Attorney.
- 16) Commission Members' requests for future agenda items.
- 17) Consideration and action on scheduling the next Association meeting on April 11, 2024.
- 18) Adjournment.

**MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, DECEMBER 14, 2023.**

*A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, December 14, 2023, at 6450 West Avenue N, Palmdale, CA 93551, at 2856 Owens Way, Rosamond, CA 93560, and via teleconference. Chair Parris called the meeting to order at 6:00 p.m.*

**1) Pledge of Allegiance.**

At the request of Chair Parris, Commissioner Thibault led the pledge of allegiance.

**2) Roll Call.**

**Attendance:**

Robert Parris, Chair  
Kathy Mac Laren-Gomez, V. Chr.  
Don Wilson, Secretary  
Leo Thibault, Treasurer  
Barbara Hogan, Commissioner  
Keith Dyas, Commissioner

**Others Present:**

Peter Thompson II, General Manager  
Dennis Hoffmeyer, Controller  
Tom Barnes, Resources Manager  
Matthew Knudson, AVEK General Manager  
James Chaisson, LCID General Manager  
Scott Kellerman, PWD Board Director  
Angel Fitzpatrick, Administrative Technician  
Vickie Rausch, AVRCD  
0 members of the public

**3) Adoption of Agenda.**

It was moved by Commissioner Mac Laren-Gomez, seconded by Commissioner Hogan, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to adopt the agenda, as written:

Chair Parris – aye  
Commissioner Mac Laren-Gomez – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Dyas – aye  
Commissioner Hogan – aye

**4) Public Comments for Non-Agenda Items.**

There were no public comments.

**5) Presentation on Antelope Valley Resource Conservation District (AVRCD) Lawn Reduction Program. (Vickie Rausch, AVRCD, Outreach Coordinator)**

Ms. Rausch, AVRCD Outreach Coordinator, provided a detailed presentation on the AVRCD Lawn Reduction Program, including background information and program details on district boundaries, eligibility, and the rebate terms for participants.

**6) Consideration and Possible Action on Minutes of Regular Meeting Held October 12, 2023.**

It was moved by Commissioner Dyas, seconded by Commissioner MacLaren-Gomez, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve the minutes of the regular meeting held October 12, 2023, as written:

Chair Parris – aye  
Commissioner Mac Laren-Gomez – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Dyas – aye  
Commissioner Hogan – aye

**7) Payment of Bills.**

It was moved by Commissioner Thibault, seconded by Commissioner Wilson, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to approve payment and ratification of payment of the bills received from AVEK in the amount of \$987.55 for staff services, from Woodard and Curran in the amount of \$5,287.50 for professional services through November 24, 2023 related to the IRWM Plan Update and Funding, from ACWA/JPIA in the amount of \$2,182.00 for the 2023-2024 Policy Year Liability Deposit Premium, from ACWA in the amount of \$3,060.00 for the 2024 Annual Membership Dues, and payment to AVEK in the amount of \$8,790.00 for pass-through funds received from the Department of Water Resources on behalf of the AV IRWMP Group for Prop. 1 Grant Project Funding:

Chair Parris – aye  
Commissioner Mac Laren-Gomez – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Dyas – aye  
Commissioner Hogan – aye

**8) Presentation on Process, Timing, and Cost Estimate for Developing the Littlerock Creek Recharge Project. (General Manager Thompson II)**

General Manager Thompson II provided a detailed presentation on the development, cost estimate, and timeline of the Littlerock Creek Recharge Project, including the proposed Memorandum of Understanding (MOU) between the member agencies, the CEQA permitting, the installation and approval of Littlerock Creek Irrigation District's SWP turnout meter, the submission and approval of the Watermaster Storage Agreement, and the hardening of conveyance to the Creek.

**9) Consideration and Possible Action on Authorizing Staff to Work with the Member Agencies to Draft a MOU for the Development of the Littlerock Creek Recharge Project. (General Manager Thompson II)**

It was moved by Commissioner MacLaren-Gomez, seconded by Commissioner Thibault, and unanimously carried by all members of the Board of Commissioners present at the meeting on the following roll call vote to authorize staff to work with the member agencies to draft a MOU for the development of the Littlerock Creek Recharge Project:

Chair Parris – aye  
Commissioner Mac Laren-Gomez – aye  
Commissioner Thibault – aye  
Commissioner Wilson – aye  
Commissioner Dyas – aye  
Commissioner Hogan – aye

**10) Report of Resources Manager.**

**a) Antelope Valley Fair Conservation Garden.**

Resources Manager Barnes provided an update on the Antelope Valley Fair Conservation Garden sponsorship, including the approval of the amended funding contract in August 2023 and the anticipated approval of the amended documents by the AV Fair Association.

**b) Emergency Response Agreement.**

He then provided a brief update on the Antelope Valley Mutual Water Companies' participation in the Mutual Response Agreement (MRA).

**11) Report of Controller.**

**a) Update on Revenue, Expenses, and Change in Net Position.**

Controller Hoffmeyer provided an overview of the Association's revenue, expenses, and change in net position for the month ending November 30, 2023.

**12) Report of General Manager.**

**a) Status Updates:**

**1) Antelope Valley Watermaster Meetings.**

General Manager Thompson II reported that the Watermaster Board approved the 2024 budget and corresponding \$9.50/AF Administrative Assessment; that the Board approved the USGS Groundwater Monitoring Program Cost Sharing Agreement for 2023/2024; that the Hallmark Group declined to accept a single-year agreement for providing administrative services to the Watermaster; that the Watermaster Board granted consent for the Watermaster attorney to develop a MOU for AVEK to provide interim administrative services to the Watermaster in 2024; and that Association staff provided the Watermaster with the Replacement Water Plan.

**2) Watermaster Engineer's Use of the USGS Program.**

He then reported that the data provided through the USGS Monitoring Program provides the Watermaster Engineer with essential data used to maintain an accurate and consistent understanding of the basin including the understanding of groundwater levels and water quality, the need for data to complete material injury analysis for

various applications, the annual report, and the creation and maintenance of the Groundwater Model.

**3) Antelope Valley and Fremont Basin IRWMP Stakeholder Meetings.**

He then reported that the IRWMP Group anticipates receiving the Prop 1 Round 1 ninth quarterly invoice in January 2024; that staff is working on the AVIRWM cost share MOU for 2024-2026; and that LA County Waterworks District 40 and AVEK are working on a culvert plan for potential grant funding.

**4) ACWA/JPIA Certificate of Recognition.**

He then reported that staff received a certificate from ACWA/JPIA regarding special recognition of the Association for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums" in the Liability Program for the period of 10/01/2019 – 09/30/2022.

**5) Future Agenda Items.**

He then stated that the future agenda items will include "Presentation on Resilience Center at AV Fairgrounds," "Consideration and Possible Action on Election of Officers," "Consideration and Possible Action on Reallocating Remaining Big Rock Project Funds for Use in the Development of the Littlerock Creek Recharge Project" and updates on grant opportunities, Voluntary Agreements, and the Delta Conveyance Project.

**13) Reports of Commissioners.**

There were no reports of Commissioners.

**14) Report of Attorney.**

No attorney was present at the meeting.

**15) Commission Members' Requests for Future Agenda Items.**

There were no requests for future agenda items.

**16) Consideration and Possible Action on Scheduling the Next Association Meeting February 13, 2024.**

After a brief discussion, it was determined that the next regular meeting of the Association will be held February 8, 2024, at 6:00 p.m.

**17) Adjournment.**

With no further business to come before the Commissioners, the regular meeting of the Antelope Valley State Water Contractors Association Commissioners was adjourned at 7:11 p.m.

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Secretary





# COMMISSION MEMORANDUM

**DATE:** February 8, 2024  
**TO:** AVSWCA COMMISSIONERS  
**VIA:** Mr. Peter Thompson II, General Manager  
**RE:** *AGENDA ITEM NO. 8 – CONSIDERATION AND POSSIBLE ACTION ON ELECTION OF OFFICERS (GENERAL MANAGER THOMPSON II)*

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## **RECOMMENDATION:**

The bylaws for the Antelope Valley State Water Contractors Association state, “At the regular meeting in January each year, officers shall be elected to serve for one year. There shall be at least one officer from each of the governing Boards.”

## **CURRENT OFFICERS ARE AS FOLLOWS:**

Robert Parris (AVEK) – Chair

Kathy MacLaren-Gomez (PWD) – Vice Chair

Leo Thibault (LCID) – Treasurer-Auditor

Don Wilson (PWD) – Secretary

Keith Dyas (AVEK) – Commissioner

Barbara Hogan (LCID) – Commissioner

## **ALTERNATE COMMISSIONERS ARE AS FOLLOWS:**

Scott Kellerman (PWD)

Gary Van Dam (AVEK)

Tim Clark (LCID)

John Tenerelli (LCID)

## **SUPPORTING DOCUMENTS:**

N/A



# COMMISSION MEMORANDUM

**DATE:** February 8, 2024  
**TO:** AVSWCA COMMISSIONERS  
**VIA:** Mr. Peter Thompson II, General Manager  
**RE:** *AGENDA ITEM 9 – CONSIDERATION AND POSSIBLE ACTION ON CLOSING OUT THE BIG ROCK CREEK GROUNDWATER RECHARGE PROJECT (BIG ROCK PROJECT) RESTRICTED FUNDS BUDGET AND AUTHORIZING THE CONDITIONAL REPURPOSING OF ANTELOPE VALLEY EAST KERN WATER AGENCY’S (AVEK) AND PALMDALE WATER DISTRICT’S (PWD) REMAINING FUNDS FOR USE IN DEVELOPMENT OF THE LITTLEROCK CREEK RECHARGE PROJECT (LITTLEROCK PROJECT) (GENERAL MANAGER THOMPSON II)*

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**RECOMMENDATION:**

Staff recommends the board close out the Big Rock Project restricted funds budget and conditionally approve the repurposing of AVEK’s and PWD’s remaining funds in that restricted budget for use in the development of the Littlerock Project. Approval is conditionally based on each individual Association agency approving an MOU for the development of the Littlerock Creek Recharge Project, as well as both PWD and AVEK boards approving the repurposing of their portion of the funds.

**BACKGROUND:**

The feasibility study for the Big Rock Creek Project was funded through the Association with a total contribution of \$236,951 split among the contributing agencies as follows:

AVEK:	\$115,975.50	(47.5%)
PWD:	\$115,975.50	(47.5%)
LCID:	\$ 5,000.00	(5%)

With the completion of the Feasibility Study, the remaining fund balance for the Big Rock Project is \$38,530.46 in total. The remaining agency portions are as follows:

AVEK:	\$18,858.73	(Repurposed)
PWD:	\$18,858.73	(Repurposed)
LCID:	\$ 812.99	(Refunded)

Following the successful piloting of an in-stream recharge project in Littlerock Creek by the Association’s agencies in 2023, the Association’s board authorized staff to draft an MOU between the agencies to develop a permanent project. This MOU is scheduled to be considered by each agency’s board in the

upcoming months. The MOU, as drafted, is a 50/50 cost share between AVEK and PWD for the development of the Littlerock Project. Staff's current cost estimate for completion of the Littlerock Project is between \$7,500 and \$42,000, which includes environmental compliance, site hardening, and a storage agreement with the Antelope Valley Watermaster. The remaining repurposed funds would equal \$37,717.46 and may fully cover the development of the Littlerock Project.

**SUPPORTING DOCUMENTS:**

- Restricted Funds Budget
- Draft Littlerock Project MOU

# ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

Proposed Budget - FY 2023/24

## Restricted Funds - Big Rock Creek Groundwater Recharge Project

	FY 2018/19 PROPOSED BUDGET	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 ACTUAL	FY 2021/22 ACTUAL	FY 2022/23 ACTUAL	FY 2023/24 PROPOSED BUDGET
<b>Revenues:</b>							
Member Contributions - Big Rock Creek	\$ 236,951.00	\$ 236,951.00	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions - Others	-	-	-	-	-	-	-
<b>Total Revenue</b>	<u>\$ 236,951.00</u>	<u>\$ 236,951.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Expenditures:</b>							
Contract Services - Big Rock Creek	\$ 236,951.00	\$ 53,459.63	\$ 18,622.17	\$ 45,075.81	\$ 37,992.88	\$ 36,324.50	\$ -
W.M. Lyles Invoice (LCID Submitted)		6,945.55					
<b>Remaining Contribution (Refund)</b>							38,530.46
<b>Total Expenditures</b>	<u>\$ 236,951.00</u>	<u>\$ 60,405.18</u>	<u>\$ 18,622.17</u>	<u>\$ 45,075.81</u>	<u>\$ 37,992.88</u>	<u>\$ 36,324.50</u>	<u>\$ 38,530.46</u>
<b>Net Income (Loss)</b>	<u>\$ -</u>	<u>\$ 176,545.82</u>	<u>\$ (18,622.17)</u>	<u>\$ (45,075.81)</u>	<u>\$ (37,992.88)</u>	<u>\$ (36,324.50)</u>	<u>\$ (38,530.46)</u>
AVEK Contribution =	\$ 115,975.50	= Outside of original contract amount				AVEK Refund =	\$ 18,858.73
PWD Contribution =	115,975.50					PWD Refund =	18,858.73
LCID Contribution =	5,000.00					LCID Refund =	812.99
	<u>\$ 236,951.00</u>						<u>\$ 38,530.46</u>

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and effective as of January \_\_, 2024 (Effective Date), by and between Littlerock Creek Irrigation District (LCID), Antelope Valley-East Kern Water Agency (AVEK), and Palmdale Water District (PWD) each a “Party” herein after referred to as Antelope Valley State Water Contractors Association, a joint powers agency established pursuant to California Government Code Section 6500, et seq. “Association” or “Parties”:

### RECITALS

A. WHEREAS, the Association was formed in 1999, as a separate and independent governmental entity, pursuant to California Government Code Section 6500, et seq., to provide a framework for the joint exercise of its members’ common powers relating to the development and protection of water supplies in the Antelope Valley.

B. WHEREAS, among the primary goals and objectives of the Association is to maximize the conservation and protection of local surface water and groundwater, encourage the utilization of imported water, and capitalize on the opportunities in the Antelope Valley for the replenishment and storage of water and groundwater recharge.

C. WHEREAS, the Parties wish to implement a recharge project that will enable AVEK and PWD to use LCID’s State Water Project (SWP) Turnout, herein after referred to as “Turnout” to flow a portion of SWP water to recharge the Antelope Valley Groundwater Basin via Littlerock Creek; herein after referred to as “Project”.

D. WHEREAS, the parties will sign Change in Point of Delivery Agreements with the Department of Water Resources (DWR) to deliver a portion of each agency’s SWP water to the Turnout for recharge via the Project.

E. WHEREAS, the Parties desire to enter into this MOU notwithstanding various aspects of the Parties' current and future participation in litigation in the matter of Coordination Proceeding Special Title (Rule 1550(b)) *ANTELOPE VALLEY GROUNDWATER CASES*, Judicial Council Coordination Proceeding No. 4408, Superior Court of the State of California, County of Los Angeles, Central District (Adjudication Litigation).

F. WHEREAS, the Antelope Valley Watermaster (Watermaster), formed by the Antelope Valley Groundwater Cases Final Judgment, Santa Clara Case No. 1-05-CV-049053 signed December 23, 2015 (Judgment), is to administer the Judgment by ensuring that water is allocated according to established water rights.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, it is hereby agreed as follows:

## AGREEMENT

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and are incorporated by reference herein.

2. **Point of Delivery.** LCID will allow PWD and AVEK to utilize a Change in Point of Delivery Agreement with the DWR to deliver a portion of each agency's SWP water to LCID's Turnout at Reach 21 of the California Aqueduct for recharge during the term of this MOU Agreement.

3. **Project Capacity.** AVEK and PWD will split the total Turnout capacity, estimated up to 15,000 acre-feet per year, evenly provided that both agencies are delivering water to the Project. Should either PWD or AVEK choose to stop delivery to the Project, LCID may offer that agency's Turnout capacity to the other agency or retain any portion of the unused Project capacity for their own use.

4. **Compensation.** AVEK and PWD will compensate LCID for the use of the Turnout for the Project and their services (as described in Section 6 of this MOU) by transferring groundwater supplies originating from each agency's adjudicated groundwater right to LCID at rate of one-tenth acre-foot (10%) for every acre-foot delivered at the Turnout for the Project. Compensation shall be split among the agencies according to their share in the usage of the Turnout capacity for the Project. This compensation will be recorded by LCID monthly throughout each year in which the Project is in operation and affirmed at the end of each year by the agencies. Compensation will be made no later than April 30<sup>th</sup> of each succeeding year through groundwater transfer approved by the Watermaster.

5. **Agreements with the Watermaster.** AVEK, PWD, and LCID will enter into any necessary water storage agreements with the Watermaster as required by the Judgement of the Superior Court of California in Santa Clara Case No, 1-05-CV-049053. If a Party is unable to obtain such an agreement, any Party may terminate this agreement by providing sixty (60) days written notice to the other Parties. In the event of termination of this MOU Agreement, the Parties shall meet and confer in good faith to develop a mutually agreeable plan for the completion of the Project and disposition of remaining compensation owed to the Parties.

6. **Costs.** AVEK and PWD will split costs evenly for material reasonably required by LCID to implement and maintain the Project. Payments for such materials shall be made upon final execution of this MOU and within 30 days of receipt of an invoice from LCID. LCID will take functional and financial responsibility for any construction, operation, maintenance, repairs, or restoration required for the Project in preparation for, during, or after AVEK and PWD's deliveries are completed. Each Party will be responsible for their SWP related variable costs incurred with delivering their SWP water to the Project. Each Party shall continue to pay their fixed SWP costs associated with making their SWP water available for the Project. Each Party shall pay their own costs associated with water storage agreements made with the Watermaster.

7. **Administration.** The Parties will cooperate with all State Agencies in preparing all necessary agreements and permits to enable the Project. LCID will maintain, record, and report monthly, flows at the Turnout to the Project and observe, record, and report on any local conditions of water flow along Littlerock Creek that may impact the Project. The Parties shall comply with water requests and delivery protocols stated in the Change in Point of Delivery Agreements with DWR. AVEK and PWD will be responsible for Project administration including management, communication, coordination between the Parties, and facilitating deliveries to the Project.

8. **Fees.** Each Party will be responsible for its own fees and expenses arising out of the negotiation and execution of this MOU and will obtain any necessary Board approvals for such expenses.

9. **Term.** This MOU shall begin on the Effective Date and shall continue in effect for ten (10) years or until terminated by either LCID, AVEK, or PWD by serving written notice to the other Parties no less than sixty (60) days prior to the effective date of such termination. In the event of termination of this MOU, the Parties shall meet and confer in good faith to develop a mutually agreeable plan for the completion of the Project and disposition of remaining compensation owed to the Parties.

10. **Environmental Compliance.** The Parties shall comply with California Environmental Quality Act (CEQA) and cooperate with one another with respect to CEQA compliance that may be required for the Project. The Parties shall each be responsible for any other environmental review or permitting necessary to implement the Project within their own respective service areas. The Parties shall be responsible for fulfilling all requirements of CEQA and all regulatory requirements related to this MOU or the Project.

11. **Entire Agreement.** This MOU is the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the matters contained in this MOU. Any waiver, modification, consent, or acquiescence with respect to any provision of this MOU shall be set forth in writing and duly executed by, or on behalf of the Party to be bound thereby. No waiver by any Party of any breach hereunder shall be deemed a waiver of any other subsequent breach.

12. **Assignment.** This MOU is not assignable or transferable.

13. **Amendments.** This MOU shall be amended only upon written agreement of the Parties.

14. **Further Agreements.** Each Party must do all such acts and execute all such documents as necessary to give effect to this MOU.

15. **Written Communication.** Any communication, notice or demand of any kind whatsoever which either Party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including courier service), by Federal Express, UPS or other overnight delivery, or by registered or certified mail, postage prepaid, return receipt requested; and shall be addressed to the person signing this MOU on

behalf of the Party, at the Party's principal place of business. Any Party may change its mailing address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service; on the day after delivery if by "overnight courier," on the third (3<sup>rd</sup>) day after being placed in the U. S. Mail, if mailed first class, whether or not registered or certified.

**16. Good Faith.** The Parties agree to perform their obligations herein in "good faith" and shall do all things reasonably necessary to carry out the intent and/or to implement the terms of this MOU.

**17. State Laws.** This MOU shall be governed by and construed in accordance with the laws of the State of California

**18. Indemnification.** Each Party agrees under Government Code section 895.4 and notwithstanding Government Code 895.2, to defend and indemnify the other Parties against any liability caused by the indemnifying Party's actions.

**19. Authority.** The Parties represent and warrant that they have full power and authority to enter into this MOU.

**20. Binding.** All the terms and provisions of this MOU shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective representatives, agents, and lawful successors.

**21. Force Majeure.** All obligations of the Parties other than monetary or payment obligations shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, strikes, or other casualties, acts of God, orders of court of governmental agencies having competent jurisdiction, or other events or causes beyond the control of the Parties. In no event shall any liability accrue against a Party, to its officers, agents, or employees, for any damage arising out of or connected with a suspension of performance pursuant to this Section 21. All time limits to perform and the term of the MOU shall be extended by a period of time equivalent to the length of such suspension.

**22. Execution by Counterpart.** This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement. A facsimile version of any Party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

**23. Adjudication Litigation.** No provision in this MOU is intended to affect the Parties' rights or obligations in the Adjudication Litigation except as may be explicitly set forth in this MOU.



**24. Other provisions.**

- a. The language in all parts of this MOU shall be in all cases construed simply, according to its fair meaning, all the Parties shall be considered the drafters of this MOU which shall not be construed as for or against any of the Parties hereto. Section headings of this MOU are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this MOU. References to “Paragraphs” are to Paragraphs of this MOU, unless otherwise specifically provided.
- b. Whenever required by the context, as used in this MOU, the singular number shall include the plural, and the masculine gender shall include the feminine and neuter.
- c. If any provision of this MOU, or its application to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date:

FOR ANTELOPE VALLEY STATE WATER  
CONTRACTORS ASSOCIATION:

By: \_\_\_\_\_  
Peter Thompson II, General Manager

FOR LITTLEROCK CREEK IRRIGATION DISTRICT:

By: \_\_\_\_\_  
James Chaisson, General Manager

FOR PALMDALE WATER DISTRICT:

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

FOR ANTELOPE VALLEY-EAST KERN WATER AGENCY:

By: \_\_\_\_\_  
Matthew Knudson, General Manager



# COMMISSION MEMORANDUM

**DATE:** February 8, 2024

**TO:** AVSWCA COMMISSIONERS

**VIA:** Mr. Peter Thompson II, General Manager

**RE:** *AGENDA ITEM NO. 10 – CONSIDERATION AND POSSIBLE ACTION ON THE AUTHORIZATION OF STAFF TO RELEASE RECEIVED REPLACEMENT WATER ASSESSMENT (RWA) FUNDS UPON RECEIPT IN ACCORDANCE WITH THE REPLACEMENT WATER PLAN APPROVED BY THE ANTELOPE VALLEY WATERMASTER*

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## **RECOMMENDATION:**

Staff recommends that the Commission authorize staff to release and distribute the fees received from the Antelope Valley Watermaster (Watermaster) in accordance with the approved Replacement Water Plan.

## **BACKGROUND:**

The Association and the Watermaster entered into an agreement on October 23, 2019, for the purpose of recharging the Antelope Valley Groundwater Basin with imported water and assisting the Watermaster in fulfilling its replacement water objectives. In accordance with this agreement, the Watermaster submitted a request for 633.63 acre-feet of replacement water in exchange for the corresponding Replacement Water Assessment (RWA) fees totaling \$378,189.30. Association staff worked with staff from the three member agencies to draft a plan for supplying the replacement water to the Watermaster. This plan was submitted and approved by the Watermaster Engineer. The Watermaster Board accepted this Plan at their meeting held on January 24th, 2024.

The Plan assigns the replacement water obligations and subsequent funds from RWA fees collected to the agency within which the over-pumping occurred. Replacement water obligations and funds for RWA fees resulting from over-pumping outside of the Association's boundaries are divided amongst the agencies in proportion to their State Water Project Table A allocations. The attached plan provides a breakdown of the replacement water provided, the storage locations it will be deducted from, and the RWA provided to the agencies in compensation.

## **SUPPORTING DOCUMENTS:**

- AV Watermaster Replacement Water Request Letter
- AVSWCA Replacement Water Plan
- Replacement Water Obligation Map



**BOARD OF DIRECTORS**  
**Robert Parris – Chair**  
 AVEK Representative  
**Kathy Maclaren – Vice Chair**  
 Public Water Suppliers Representative  
**Russ Bryden**  
 LACWW Representative  
**Brandon Calandri**  
 Landowner Representative  
**Derek Yurosek**  
 Landowner Representative

November 11, 2023

Antelope Valley State Water Contractors Association  
 Mr. Pete Thompson, General Manager  
 2029 East Avenue Q  
 Palmdale, CA 93550

**RE: ANTELOPE VALLEY WATERMASTER – REQUEST FOR REPLACEMENT  
 WATER PER AGREEMENT DATED OCTOBER 23, 2019**

Dear Mr. Thompson:

The Watermaster is required to impose a Replacement Water Assessment (“RWA”) on Groundwater Production by Parties to the Judgment in excess of any Party’s right to produce Groundwater (Judgment ¶ 9.2.). The Watermaster has assessed RWA and collected funds from the following Parties to the Judgment.

<b>Producer</b>	<b>Year Assessed</b>	<b>AF Assessed</b>	<b>\$/AF Assessed</b>	<b>Payment Received</b>	<b>Subarea</b>	<b>In/Out AVSWCA</b>
40th Street East Water Group	2018	6.12	415	\$ 2,539.80	Central	In
40th Street East Water Group	2021	8.9	498	\$ 4,432.20	Central	In
60th Street Association Water System	2021	2.47	498	\$ 1,230.06	Central	In
Antelope Valley Country Club	2021	51.76	498	\$25,776.48	Central	In
Antelope Valley Joint Union HS District	2021	53.75	498	\$ 26,767.50	Central	In
Antelope Valley Joint Union HS District	2022	43.88	523	\$ 22,949.24	Central	In
Clan Keith Real Estate	2021	62.79	498	\$ 31,269.42	Central	In
Desert Breeze MHP, LLC	2021	0.9	498	\$ 448.20	Central	In
Espiridion and Yvonne Perez	2021	0.6	498	\$ 298.80	Central	In
Espiridion and Yvonne Perez	2022	0.64	523	\$ 334.72	Central	In

Jesus Estrada	2021	0.04	498	\$ 19.92	South East	In
Milana VII, LLC dba Rosamond Mobile Home Park	2021	2.83	498	\$ 1,409.34	Central	In
Phelan Pinon Hills	2021	119.5	1010	\$ 120,695.00	South East	Out
Phelan Pinon Hills	2022	5.57	1055	\$ 5,876.35	South East	Out
Robar Enterprises, Hi Grade Materials Co.	2022	88.64	523	\$ 46,358.72	South East	In
Service Rock Products, LP	2021	73.19	498	\$ 36,448.62	South East	In
Ron Banuk	2022	1.35	523	\$ 706.05	Central	In
RTS Orchards, LLC	2019	90.77	451	\$ 40,937.27	West Antelope	In
Wesley Ellis	2021	0.002	498	\$ 1.00	South East	In
Wesley Ellis	2022	0.0025	523	\$ 1.31	South East	In
West Valley County Water District	2020	19.84	486	\$ 9,642.24	West Antelope	In
Young Park	2022	0.09	523	\$ 47.07	South East	In

Based on the table above, the Watermaster is submitting a request for **633.63 AF** of Replacement Water to be provided by the Antelope Valley State Water Contractors Association (Association). Upon approval of payment, the Watermaster will submit payment in the amount of **\$378,189.30** to the Association.

The Watermaster looks forward to conferring with the Association and its member agencies regarding the plan and location where the subject Replacement Water will be recharged utilizing imported water supply.

Very truly yours,



Joshua Montoya,  
Watermaster Administrator

**COMMISSIONERS**

ROBERT PARRIS, *Chair*  
 KATHY MAC LAREN-GOMEZ, *Vice Chair*  
 LEO THIBAUT, *Treasurer-Auditor*  
 DON WILSON, *Secretary*  
 KEITH DYAS, *Commissioner*  
 BARBARA HOGAN, *Commissioner*

**OFFICERS**

PETER THOMPSON II, *General Manager*  
 TOM BARNES, *Resources Manager*  
 DENNIS HOFFMEYER, *Controller*  
 ANGEL FITZPATRICK, *Administrative Technician*

November 20, 2023

Antelope Valley Watermaster Board  
 Attn: Mr. Robert Parris  
 500 Capitol Mall, Ste. 2350  
 Sacramento, CA 95814

**RE: REPLACEMENT WATER FOR ANTELOPE VALLEY WATERMASTER**

Dear Mr. Parris:

The Antelope Valley State Water Contractors Association (Association) is prepared to receive Replacement Water Assessment (RWA) fees from the Watermaster for excess production occurring between 2018 and 2022 from the following Parties to the Judgement:

Producer	Year Assessed	AF Assessed	\$/AF Assessed	Payment Received	Subarea	In/Out AVSWCA
40th Street East Water Group	2018	6.12	\$415	\$ 2,539.80	Central	In
40th Street East Water Group	2021	8.9	\$498	\$ 4,432.20	Central	In
60th Street Association Water System	2021	2.47	\$498	\$ 1,230.06	Central	In
Antelope Valley Country Club	2021	51.76	\$498	\$25,776.48	Central	In
Antelope Valley Joint Union HS District	2021	53.75	\$498	\$ 26,767.50	Central	In
Antelope Valley Joint Union HS District	2022	43.88	\$523	\$ 22,949.24	Central	In
Clan Keith Real Estate	2021	62.79	\$498	\$ 31,269.42	Central	In
Desert Breeze MHP, LLC	2021	0.9	\$498	\$ 448.20	Central	In
Espiridion and Yvonne Perez	2021	0.6	\$498	\$ 298.80	Central	In
Espiridion and Yvonne Perez	2022	0.64	\$523	\$ 334.72	Central	In

Jesus Estrada	2021	0.04	\$498	\$ 19.92	South East	In
Milana VII, LLC dba Rosamond Mobile Home Park	2021	2.83	\$498	\$ 1,409.34	Central	In
Phelan Pinon Hills	2021	119.5	\$1010	\$ 120,695.00	South East	Out
Phelan Pinon Hills	2022	5.57	\$1055	\$ 5,876.35	South East	Out
Robar Enterprises, Hi Grade Materials Co.	2022	88.64	\$523	\$ 46,358.72	South East	In
Service Rock Products, LP	2021	73.19	\$498	\$ 36,448.62	South East	In
Ron Banuk	2022	1.35	\$523	\$ 706.05	Central	In
RTS Orchards, LLC	2019	90.77	\$451	\$ 40,937.27	West Antelope	In
Wesley Ellis	2021	0.002	\$498	\$ 1.00	South East	In
Wesley Ellis	2022	0.0025	\$523	\$ 1.31	South East	In
West Valley County Water District	2020	19.84	\$486	\$ 9,642.24	West Antelope	In
Young Park	2022	0.09	\$523	\$ 47.07	South East	In

Association staff has determined that the excess pumping of 40<sup>th</sup> Street East Water Group, 60th Street Association Water Systems, Antelope Valley Country Club, AV Joint Union High School District, Clan Keith Real Estate, Desert Breeze MHP, LLP, Espiridion and Yvonne Perez, Jesus Estrada, Milana VII, LLC, Ron Banuk, RTS Orchards, and West Valley County Water District has occurred within the Antelope Valley-East Kern Water Agency (AVEK) service area.

Association staff has determined that Robar Enterprises, Service Rock Products, Ellis Wesley, and Young Park have been pumping within the Palmdale Water District (PWD) service area.

Association staff has determined that Robar Enterprises and Service Rock Products have been pumping within the Littlerock Creek Irrigation District (LCID) service area.

While the Phelan Pinon Hills CSD pumping has occurred outside the Association's agencies boundaries.

The Association's member agencies have agreed to supply replacement water for excess pumping per the Agreement between the Association and the Watermaster dated October 23, 2019. AVEK will be responsible for 346.64 acre-feet of replacement water for excess pumping that occurred in its service area. PWD will be responsible for 81.01 acre-feet of replacement water for excess pumping that occurred in its service area. LCID will be responsible for 80.91 acre-feet of replacement water for excess pumping that occurred in its service area.

The remaining 125.07 acre-feet of excess pumping outside of the Association’s service area will be split as follows: AVEK 107.56 acre-feet, PWD 15.76 acre-feet and LCID 1.75 acre-feet. It is the recommendation of the respective agencies that the replacement water be deducted from previously stored imported water. AVEK has requested that the Watermaster deduct 227.20 acre-feet from the Upper Amargosa Recharge Site, 119.40 acre-feet from its Westside Water Bank, and 107.60 acre-feet from the water stored at the State Water Project Recharge site. Both PWD and LCID have requested that their portions be deducted from water stored at the State Water Project Recharge site.

Upon Board approval of this plan, summarized in the table below, the Association and its represented agencies authorize the Watermaster Engineer to make the recommended deductions.

Agency Supplying Replacement Water	AF Replaced	Deduction from Stored Imported Water or Delivery	Recharge Facility	Subarea of Recharge Facility	Payment to the Agency Providing Replacement Water
Antelope Valley-East Kern Water Agency	227.20	Deduction	Upper Amargosa Recharge Site	Central	\$277,612.60
	119.40	Deduction	Westside Water Bank	Central	
	107.60	Deduction	State Water Recharge Site	South East	
Palmdale Water District	96.77	Deduction	State Water Recharge Site	South East	\$57,401.03
Littlerock Creek Irrigation District	82.66	Deduction	State Water Recharge Site	South East	\$43,175.67
<b>Totals</b>	<b>633.63</b>				<b>\$378,189.30</b>

The Association wishes to note that these RWA fees and replacement water only cover the excess production of Parties who have paid their RWA. A complete accounting of Replacement Water obligations can be found in Appendix E and Appendix B Table B-4 of the Watermaster’s annual report. A map showing the location of the excess pumping and water storage sites has been attached for your information.

Respectfully,

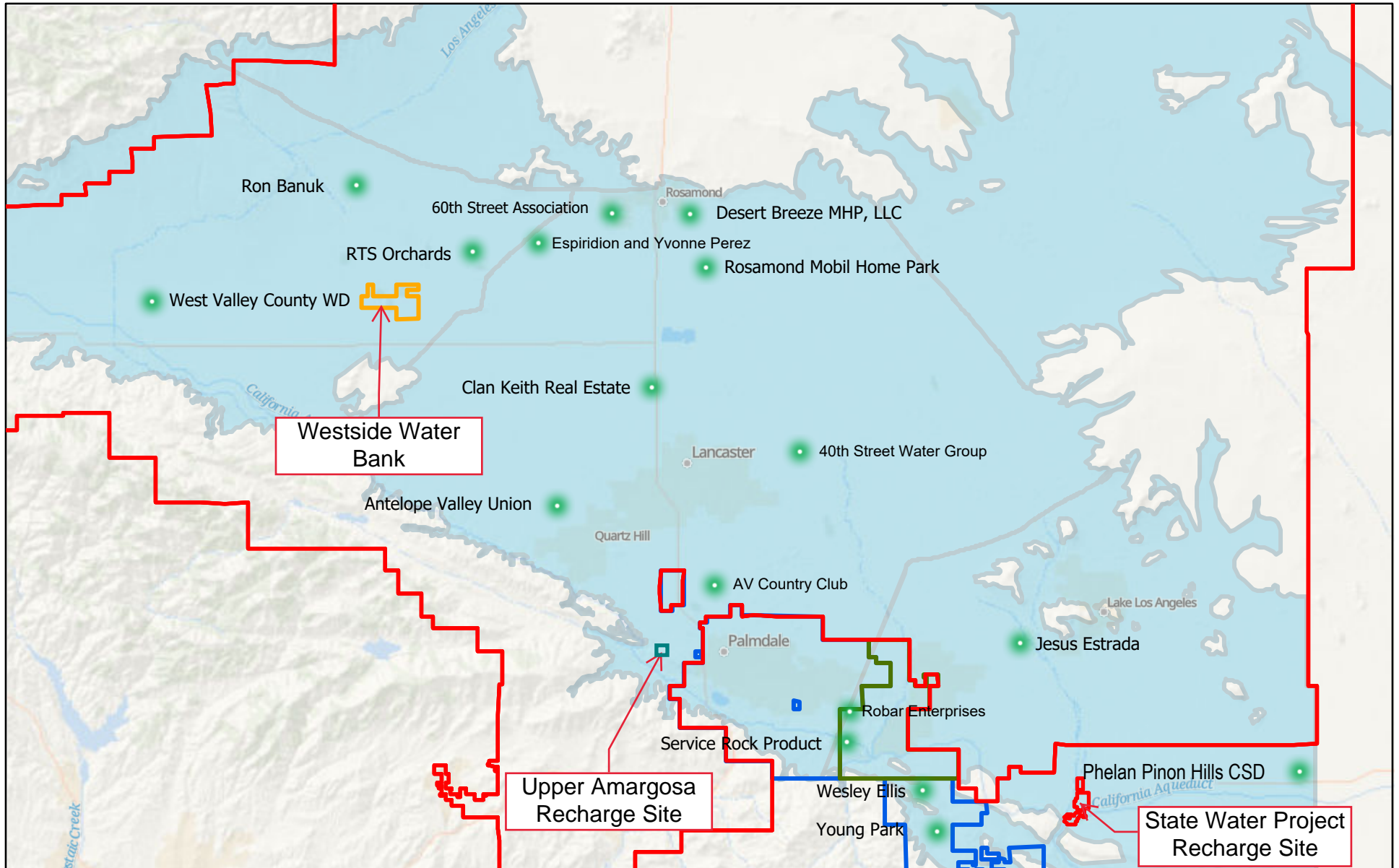



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Peter Thompson II,  
General Manager

PT/af  
Attachment: RWA Replacement Location Map

# Replacement Water Obligations



- LCID Service Area Boundary
- AVEK Service Area Boundary
- Paid Replacement Water Assessments
- PWD Service Area Boundary
- AV Watermaster Subareas



**ANTELOPE VALLEY STATE WATER CONTRACTORS**  
**Balance Sheet**  
**For the Seven Months Ending 1/31/2024**

	<b>YTD</b>
<b>ASSETS</b>	
Cash - General Fund	\$188,172.30
Restricted - AVRWMG	47,731.05
Accounts Receivable	0.00
Prepaid Insurance (Premium Period 10/1 - 9/30)	1,454.68
Prepaid Expense	0.00
<b>Total Assets</b>	<b>\$237,358.03</b>
 <b>LIABILITIES AND FUND BALANCE</b>	
<b>LIABILITIES</b>	
Accounts Payable	\$85,118.80
Pass-Through Grant Funding	0.00
<b>Total Liabilities</b>	<b>85,118.80</b>
<b>FUND BALANCE</b>	
Unassigned	152,239.23
<b>Total Fund Balance</b>	<b>152,239.23</b>
 <b>Total Liabilities and Fund Balance</b>	 <b>\$237,358.03</b>

**ANTELOPE VALLEY STATE WATER CONTRACTORS**  
**Profit & Loss Statement**  
**For the Seven Months Ending 1/31/2024**

	January	YTD
<b>Revenues:</b>		
Contributions - Member Agency		\$30,000.00
Contributions - Member Programs (USGS & CASGEM)		35,710.00
Contributions - Member Programs (Financial Analysis PSA)		
Contributions - Member Programs (Big Rock Creek)		
Contributions - Member Programs (AV Fair-Conservation Garden)		
Contributions - Non-Member Programs (USGS)		
Contributions - Others (AVRWMG)		
Contributions - Others (DACI)		
Water Sales - Replacement Water Assessments		
Miscellaneous Refund		
Interest Earnings	5.24	41.40
<b>Total Revenue</b>		<b>\$65,751.40</b>
<b>Expenditures:</b>		
<b>General Government</b>		
Bank Fees		\$95.00
Insurance	181.83	1,373.04
Memberships		3,060.00
Outreach	23.17	23.17
Purchased Water		
Miscellaneous		
		4,551.21
<b>Public Resource</b>		
Contract Services - Administration	1,250.63	4,062.53
Contract Services - USGS & CASGEM	53,565.00	53,565.00
Contract Services - AVRWMG		
Contract Services - IRWMP 2013 Update	5,280.00	21,276.75
Contract Services - DACI		
Contract Services - BIG ROCK CREEK		
Contract Services - FINANCIAL ANALYSIS		
Contract Services - General Projects		
Contract Services - AV Fair Conservation Garden		25,000.00
Contract Services - Home Show/WaterSmart Expo		
Contract Services - Rural Museum		
Contract Services - Other		
		<b>103,904.28</b>
<b>Total Expenditures</b>		<b>\$108,455.49</b>
<b>Change in Net Position</b>		<b>(\$42,704.09)</b>
<b>Net Position - Beginning of Year</b>		<b>194,943.32</b>
<b>Net Position - End of Year</b>		<b>\$152,239.23</b>

**ANTELOPE VALLEY STATE WATER CONTRACTORS**  
**FY 2023/24 - Budget vs Actual**  
**For the Seven Months Ending 1/31/2024**

	<u>January</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>General Revenues:</b>				
Contributions - Member Agency		\$30,000	\$30,000	
Contributions - Member Agency (Other programs)				
Contributions - Member Agency (AV Fair Conservation Garden)				
Water Sales				
Miscellaneous Refund				
Interest Earnings	5	41	125	(84)
<b>Total General Revenue</b>	<u><u>\$5</u></u>	<u><u>\$30,041</u></u>	<u><u>\$30,125</u></u>	<u><u>\$84</u></u>
<b>General Expenditures:</b>				
<b>General Government</b>				
Bank Fees		\$95		(\$95)
Insurance	182	1,373	2,350	977
Memberships		3,060	4,400	1,340
Outreach	23	23	3,000	2,977
Purchased Water				
Miscellaneous			500	500
Contract Services - Administration	1,251	4,063	15,000	10,937
Contract Services - AV Fair Conservation Garden		25,000	25,000	
Contract Services - Home Show/Water Expo				
Contract Services - Other			3,500	3,500
<b>Total General Expenditures</b>	<u><u>\$1,456</u></u>	<u><u>\$33,614</u></u>	<u><u>\$53,750</u></u>	<u><u>\$20,136</u></u>

**ANTELOPE VALLEY STATE WATER CONTRACTORS**  
**FY 2023/24 - Budget vs Actual**  
**For the Seven Months Ending 1/31/2024**

	<u>January</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>Program Revenues:</b>				
Contributions - Member Programs (USGS & CASGEM)		\$35,710	\$35,710	
Contributions - Member (BIG ROCK CREEK)				
Contributions - Member (FINANCIAL ANALYSIS)				
Contributions - Others (USGS & CASGEM)				
Contributions - Others (AVRWMP)				
Water Sales - Pilot In-Lieu Banking				
<b>Total Program Revenue</b>	<u><u>          </u></u>	<u><u>\$35,710</u></u>	<u><u>\$35,710</u></u>	<u><u>          </u></u>
<b>Program Expenditures:</b>				
Contract Services - USGS & CASGEM	\$53,565	\$53,565	\$53,565	
Contract Services - AVIRWMP				
Contract Services - IRWMP Update	5,280	21,277		(21,277)
Contract Services - BIG ROCK CREEK				
Contract Services - FINANCIAL ANALYSIS				
<b>Total Program Expenditures</b>	<u><u>\$58,845</u></u>	<u><u>\$74,842</u></u>	<u><u>\$53,565</u></u>	<u><u>(\$21,277)</u></u>