



ANTELOPE VALLEY-EAST KERN WATER AGENCY
ANTELOPE VALLEY-EAST KERN WATER AGENCY FINANCING AUTHORITY
REGULAR BOARD MEETING AGENDA
6450 WEST AVENUE "N," PALMDALE, CA 93551
TUESDAY, SEPTEMBER 24, 2019 AT 6:30 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL: Division 7 – Gary Van Dam _____; Division 6 – Marlon Barnes _____;
 Division 5 – Robert Parris _____; Division 4 – Justin Lane _____; Division 3 – Frank
 Donato _____; Division 2 – Keith Dyas _____; Division 1 – Shelley Sorsabal _____

4. ADOPTION OF AGENDA

5. PUBLIC COMMENTS AND PERIOD OPEN TO THE PUBLIC – This portion of the agenda allows an individual the opportunity to address the Board on any item regarding Board business that is not on the agenda. Without taking action or entering dialogue with the public, Board members may ask clarifying questions about topics posed by the public. Your matter may be referred to Agency staff.

6. NEW BUSINESS: ITEM(S) FOR CONSIDERATION AND POSSIBLE ACTION

a. ACWA/JPIA Insurance Presentation

7. CONSENT CALENDAR – ACTION ITEMS – The public and board shall have an opportunity to comment on any action item(s) on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.

			Page
7(a-1)	Approve Minutes of the Special Board Meeting of August 20, 2019	Board Order 7(a-1)	5
7(a-2)	Accept and file the Check Register Lists from August 31, 2019 through September 13, 2019	Board Order 7(a-2)	9
7(a-3)	Accept and file the Treasurer’s Report for the month ending August 31, 2019	Board Order 7(a-3)	17

8. ITEM(S) FOR CONSIDERATION AND POSSIBLE ACTION

a. Finance Committee (FD/SS/KD) 09/20/19

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8(a-1)	Weed Abatement Compliance at the Westside Water Bank	Board Order 8(a-1)	33
8(a-2)	Environmental Systems Research Institute (Esri) Geographic Information System (GIS) Software	Board Order 8(a-2)	41
8(a-3)	Greater Antelope Valley Water Emergency Coalition Participation	Board Order 8(a-3)	77

b. Watermaster/Adjudication Committee (RP/FD/MB)

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8(b-1)	Provide Guidance to AVEK Representative for AV Watermaster Agenda of 09/25/19		83
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9. OLD BUSINESS

10. GENERAL MANAGER’S REPORT ON WATER SUPPLY, PROJECTS, AND PROGRAMS

11. DIRECTORS REPORTS

12. ATTORNEY REPORT

13. REQUEST FOR FUTURE AGENDA ITEMS

14. CLOSED SESSION

a. *Possible* Closed Session, Conference with Legal Counsel – Litigation, to which the local agency is a party pursuant to Government Code Section §54956.9(d)(1), three cases: *Diamond Farming Company vs. Palmdale Water District and Bolthouse, Inc. vs. Palmdale Water District and Los Angeles County Waterworks District No. 40 vs. Diamond Farming Company, Et Al*; one case to discuss ongoing Adjudication Principal’s Mediation Efforts

b. *Possible* Closed Session, CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION pursuant to California Government Code Section §54956.9
Barnett-Van Dyne Construction v. AVEK, Los Angeles County Superior Court, North (Lancaster) District, Case No. MC026418

c. *Possible* Closed session pursuant to Government Code Section 54956.8
Conference with Real Property Negotiators

Property: APN’s: 3275-021-001, 3275-021-003, 3275-021-004, 3275-021-008, 3275-021-009, 3275-021-010, 3275-021-011, 3275-021-012, 3275-021-015, 3275-021-016, 3275-021-021, 3275-021-023, 3275-021-024, 3275-021-025, 3275-021-026, 3275-021-027, 3275-021-028, 3275-021-030, 3275-021-031, 3275-021-035, 3275-021-037, 3275-021-038, 3275-021-039, 3275-021-040, 3275-002-003, 3275-002-004, 3275-002-011, 3275-003-009, and 3275-003-010.

Agency Negotiator: General Manager Dwayne Chisam

Negotiating parties: AVEK and Rommel N and Criselda L Alcid; Ariel and Edna Braza, Marco and Estela Segui; Cal Golf Inc; Daniel Cranfield, Paulina Grajera; Abraham L and Francisca T. Castillo; Mohammadnejat Davoodian, Kobra Sofavi, Bill Chuan, Kelly Yip, Arley Wolf, Suong Wolf, Delfin and Welma Biala; Gabriel T Fabella, Julia R Fabella, Emmanuel Fabella, Inez Gatmaitan-Fabella; Remedios Balleza, Benigno G Tuazon; Abigail Camaya Hills, Gabriel T Fabella and Julita R Fabella; Iris Dale R So Hu; Ivy Rose R So Hu; Ira Services, Custodian Fbo: Hong Gao, Waley W Sung, Maocheng Li, David W Huang; Joanne E Pappas, Ira Services Custodian Fbo: Patrick Haslam, Howard L Hoffman, Philip A Galu, Lana Hutnick, Martin Allen Hamilton, Mario Gabriel Aguilar, Joanne Pappas, Keith A Huggett, Richard Philip Cadway; La Liebre Orchard 21 LLC; La Liebre Orchard No 25 LLC; La Liebre Orchard No 26 LLC; La Liebre Orchard No 31 LLC; Gim Oi Lew; Hector Lopez, Maura Lopez, Armando Funes, Ruth Funes; Anthony James Mcgrane, Ernest Lenert Jr, Andrea J Lenert; Man Leung Ng, Quang Thanh Su, Ellen Tam Su, Wing Kit Law, Sin Hung Leung, 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; Inner Space Design and Development Inc.; 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; Velur Holdings LLC; Danny C Vidamo and Aida S Vidamo.

Under negotiation: Price and terms of payment for possible purchase

- d. *Possible* Closed Session - Conference with Legal Counsel - Anticipated Litigation, significant exposure to litigation, subject to Government Code Section §54956.9 (b)(3)(A), 1 Potential Case

15. CLOSED SESSION ANNOUNCEMENTS

16. ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR TUESDAY, OCTOBER 8, 2019 AT 6:30 P.M.

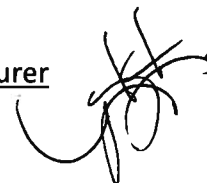
Note: The Board reserves the right to discuss and/or take action on all of the above agenda items.

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 at the Antelope Valley-East Kern Water Agency, 6450 West Avenue N, Palmdale, CA 93551.

Posted: September 19, 2019, at 2:30 p.m. by Holly Hughes, Board Secretary-Treasurer



RECOMMENDED BOARD ORDER 7(a-1)

To the Board of Directors

FOR BOARD ACTION

**MINUTES OF THE SPECIAL BOARD MEETING
OF AUGUST 20, 2019**

The Board of Directors adopted the following board order on
September 24, 2019:

That the Minutes of the special board meeting of August 20, 2019, be
approved as presented.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(a-1)

09-24-19



ANTELOPE VALLEY-EAST KERN WATER AGENCY
ANTELOPE VALLEY-EAST KERN WATER AGENCY FINANCING AUTHORITY
MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
AUGUST 20, 2019

- ITEM 1.** A special meeting of the Board of Directors of the Antelope Valley-East Kern Water Agency and the Antelope Valley-East Kern Water Agency Financing Authority located at 6450 West Avenue "N," Palmdale, California 93551, was called to order by **Vice President Dyas** at 6:35 p.m.
- ITEM 2.** The Pledge of Allegiance to the Flag was led by Director **Gary Van Dam**.
- ITEM 3.** **ROLL CALL – MEMBERS PRESENT:**
Division 7 – **Gary Van Dam**
Division 6 – **Marlon Barnes**
Division 5 – **Robert Parris** (present at 6:44 p.m.)
Division 4 – **Justin Lane**
Division 3 – **Frank Donato**
Division 2 – **Keith Dyas** (Vice President)
- OFFICERS PRESENT:**
Dwayne Chisam, General Manager
Holly Hughes, Board Secretary-Treasurer
- NOT PRESENT:**
Division 1 – **Shelley Sorsabal** (President)
- NOTES:** **STAFF PRESENT:**
Matt Knudson, Jon Bozigian, Teresa Yates, Justin Livesay, Tom Barnes, Patti Rose, Jordan Wray, Ben Melendez and **Pam Clark**
- OTHERS PRESENT:**
John Joyce, Richard Gomez and others

- ITEM 4.** **ADOPTION OF AGENDA:**
ORDERED: On motion by **Barnes**, second by **Lane**, the current agenda was adopted as presented. **Voting: 5-0-0-2; Sorsabal and Parris** not present; **Carried**.
- ITEM 5.** **PUBLIC COMMENTS AND PERIOD OPEN TO THE PUBLIC:** There were no public comments heard from the floor.
- ITEM 6.** **PRESENTATION AND WORKSHOP ON FISCAL YEAR 2019/2020 BUDGET:**
General Manager **Chisam** provided a presentation on the 2019/2020 Fiscal Budget. Complete details were included in the agenda packet for each of the following items – operating budget, capital improvement budget, and information technology budget. Highlights included the historical perspective to date; proposed budget (assumptions/revenues/expenses); projected High Desert Water Bank activity; capital improvement plan budget; information technology budget; and reserves. It was noted that the Finance Committee had already reviewed the budget at a previous meeting. In summation, General Manager **Chisam** stated that the Agency was in very good shape and thanked the staff for their support. Vice President **Dyas** and Director **Donato** concurred on the efforts made by staff.
- Prior to the vote, Director **Parris** stated that although he was not physically present for the entire presentation, [from 6:35 p.m. to 6:44 p.m.] he was able to listen to the presentation via teleconference before he arrived.
- ITEM 7.** **ITEM(S) FOR CONSIDERATION AND POSSIBLE ACTION:**
- | | | |
|-----------------------|--------|--|
| Finance
[FD/SS/KD] | 7(a-1) | Consideration and possible action on adopting Fiscal Year 2019/2020 Operating Budget |
|-----------------------|--------|--|
- ORDERED:** On motion by **Donato**, second by **Barnes**, to approve the Operating Budget for Fiscal Year 2019/2020 as presented. **Voting 6-0-0-1; Sorsabal** not present; **Carried**.
- | | | |
|-----------------|--------|---|
| Capital Improve | 7(b-1) | Consideration and possible action on adopting Fiscal Year 2019/2020 Capital Improvement Plan Budget |
|-----------------|--------|---|

ORDERED: On motion by **Barnes**, second by **Donato**, to approve the Capital Improvement Plan budget for Fiscal Year 2019/2020 as presented. **Voting 6-0-0-1; Sorsabal not present; Carried.**

Planning 7(c-1) Consideration and possible action on adopting Fiscal Year 2019/2020 Information Technology Budget
[KD/SS/RP]

ORDERED: On motion by **Barnes**, second by **Donato**, to approve the Information Technology Budget for Fiscal Year 2019/2020 as presented. **Voting 6-0-0-1; Sorsabal not present; Carried.**

ITEM 8. CLOSED SESSION: It was declared that there was reason to go into closed session for closed session Item 8(a) below.

ORDERED: On motion by **Donato**, second by **Parris**, the meeting was adjourned to closed session at **7:16 p.m.**; **Voting 6-0-0-1; Sorsabal not present; Carried.**

a. *Possible Closed Session - Conference with Legal Counsel - Anticipated Litigation, significant exposure to litigation, subject to Government Code Section §54956.9 (b)(3)(A), One Potential Case*

It was noted that Attorney Robert **Saperstein** was present via teleconference for Item 8(a)

ORDERED: On motion by **Parris**, second by **Lane**, the meeting was reconvened to open session at **7:59 p.m.**; **6-0-0-1; Sorsabal not present; Carried.**

ITEM 9. CLOSED SESSION ANNOUNCEMENTS: Vice President **Dyas** stated that no reportable action was taken as a result of closed session.

ITEM 10. ADJOURN

ORDERED: On motion by **Parris**, second by **Barnes**, the meeting was adjourned at **8:00 p.m.**; **Voting: 6-0-0-1; Sorsabal not present; Carried.**

Holly Hughes, Board Secretary-Treasurer

APPROVED BY THE BOARD OF DIRECTORS:

Date

President

RECOMMENDED BOARD ORDER 7(a-2)

To the Board of Directors

FOR BOARD ACTION

CHECK REGISTER LISTS

The Board of Directors adopted the following board order on September 24, 2019:

That the check register lists for the period of August 31, 2019 through September 13, 2019 be approved and accepted for filing as presented.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(a-2)

09-24-19

AVEK Water Agency
Check List
For the Period From August 31, 2019 to September 13, 2019

Check #	Payee	Explanation	Approved By:	Amount
77216	Townsend Public Affairs, Inc.	Consulting Services - August 2019	BoD Approved Agreement	\$ 6,500.00
77217	Southern CA Edison	Electricity/Pumping - All Sites	Monthly	\$ 170,432.24
77218	The Arbitrage Group, Inc.	Debt Rebate Calculation	BoD Approved Debt Agreement	\$ 1,000.00
77219	Broadvoice Business	VOIP Phones - All Sites	Monthly	\$ 1,078.67
77220	The Gas Company	Natural Gas	Monthly	\$ 1,062.69
77221	Home Depot Credit Services	Hardware - All Sites	Monthly	\$ 2,143.30
77222	MyFleetCenter.com - Jiffy Lube	Vehicle Maintenance - Vehicle #24/WWB	GM Approved	\$ 136.73
77223	Wells Fargo Vendor Financial Services - Kyocera Lease	Copier Lease Charges - Administration #1 Old Lab / Administration #2 New Lab	Monthly	\$ 388.01
77224	MCI	Long Distance Phone - RWTP	Monthly	\$ 30.56
77225	Pitney Bowes Global Financial Services	Postage Machine Lease	Quarterly	\$ 399.49
77226	TPx Communications	Fiber Internet Service	Monthly	\$ 1,085.95
77227	Verizon California	Wireless Service - All Sites	Monthly	\$ 3,238.53
77228	Waste Management of Antelope Valley	Waste Disposal - AWTP	Monthly	\$ 165.92
77229	Richards, Watson & Gershon	Legal Services - July 2019	Finance Committee 09/09/2019	\$ 25,638.47
77230	CB&T/ACWA-JPIA - Medical Insurance	Employee/Director Medical Insurance	Monthly	\$ 94,921.39
77231	ADT Security Services	Building Maintenance - AWTP/RWTP	Monthly	\$ 53.58
77232	Agrotech Landscape	Fixed Asset CP15-19 Desert Landscape Entrance - RWTP	BoD Approved Contract	\$ 22,800.00
77233	Airgas USA, LLC	Gases - Lab	Monthly	\$ 168.63
77234	All Access Message Center	Answering Service	Monthly	\$ 67.40
77235	AmeriPride Uniform Services	Uniforms - All Sites	Monthly	\$ 1,366.83
77236	VOID	Second Page of Check 77235	n/a	\$ -
77237	AT&T	Phone - EWTP	Monthly	\$ 140.56
77238	AutoZone	Equipment Maintenance - WWB	GM Approved	\$ 10.94

AVEK Water Agency
Check List
For the Period From August 31, 2019 to September 13, 2019

Check #	Payee	Explanation	Approved By:	Amount
77239	AV Action Air, Inc.	HVAC Maintenance - RWTP	GM Approved	\$ 160.00
77240	Antelope Valley State Water Contractors' Association	AVEK Share of Sponsorship Agreement for Conservation Garden at AV Fairgrounds	BoD Approved Sponsorship - Board Meeting 07/24/2018	\$ 21,425.00
77241	Bill's Landscaping, Inc.	Grounds Maintenance - September 2019	Monthly	\$ 750.00
77242	California Tool & Welding Supply	Welding Gases - QHWTP	Monthly	\$ 76.58
77243	California Tool & Welding Supply	Welding Gases - RWTP	Monthly	\$ 47.22
77244	California Tool & Welding Supply	Equipment Maintenance/Welding Gases - EWTP	Monthly	\$ 125.47
77245	Consolidated Electrical Distribution	Total Check Amount \$1,861.71		\$ -
	CED - Invoice 3978-752346	Equipment & SCADA Maintenance - QHWTP	GM Approved	\$ 352.75
	CED - Invoice 3978-752464	Fixed Asset AR4-19 Install Transfer Switch EW23 & EW16 - WWB	BoD Capital Budget	\$ 1,508.96
77246	Central II Auto Parts	Vehicle Maintenance - Vehicle #21/EWTP	GM Approved	\$ 32.11
77247	Coffee Break Service, Inc.	Kitchen Supplies Rental - August 2019	Monthly	\$ 477.50
77248	Core BTS, Inc.	IT Services - September 2019	Monthly	\$ 4,500.00
77249	Corky's Auto Repair, Inc.	Vehicle Maintenance - Vehicle #14/EWTP	GM Approved	\$ 824.86
77250	Dig Safe Board c/o Underground Service	Underground Services	Monthly	\$ 24.47
77251	Department of Water Resources	O.M.P.&R./Off-Aqueduct/Conservation Charges	Monthly	\$ 1,279,262.00
77252	Eco Services Operations Corp.	Chemicals - Alum	BoD Approved Chemical Budget	\$ 18,655.21
77253	Employment Check, Inc.	Pre-Employment Screening	GM Approved	\$ 114.50
77254	Eurofins Eaton Analytical, Inc.	Outside Services - Lab	Monthly	\$ 2,255.00

AVEK Water Agency
Check List
For the Period From August 31, 2019 to September 13, 2019

Check #	Payee	Explanation	Approved By:	Amount
77255	Fire Ace, Inc.	Safety Supplies - QHWTP	GM Approved	\$ 1,078.55
77256	Flow N Control	Fixed Asset ER20-12 Replace WWR Pump - QHWTP	P.O. #19-0181	\$ 4,665.80
77257	Frontier Communications	Phone - QHWTP	Monthly	\$ 362.20
77258	GFS Chemicals, Inc.	Chemicals - Lab	P.O. #19-0177	\$ 183.53
77259	Harbor Freight Tools	Other Supplies - QHWTP	GM Approved	\$ 16.59
77260	Health Equity	H.S.A. Accounts Fee	Monthly	\$ 38.35
77261	Hydrex Pest Control, Inc.	Building Maintenance - Administration	Monthly	\$ 329.00
77262	Jasmine Preza	Water Quality Certification Examination Reimbursement	GM Approved	\$ 120.00
77263	Johnstone Supply	Equipment Maintenance - QHWTP	GM Approved	\$ 74.42
77264	JCI Jones Chemicals, Inc	Chemicals - Sodium Hypochlorite	BoD Approved Chemical Budget	\$ 5,221.96
77265	Erik Kane	Mileage Reimbursement - RWTP	GM Approved	\$ 53.36
77266	Karl's Hardware, Inc. - Rosamond	Equipment Maintenance - RWTP	GM Approved	\$ 94.23
77267	Karl's Hardware, Inc. - Mojave	Equipment Maintenance - MTF	GM Approved	\$ 11.56
77268	KJS Health and Safety	Safety Training	GM Approved	\$ 1,300.00
77269	Kyle Wright	Continuing Education Reimbursement	GM Approved	\$ 50.00
77270	Matheson Tri-Gas Inc.	Chemicals - Liquid Oxygen	BoD Approved Chemical Budget	\$ 11,593.26
77271	Palmdale Trophy	Engraved Signage	GM Approved	\$ 163.16
77271V		Void and Reissued on Check 77298 for Correct Amount	n/a	\$ (163.16)
77272	Patton Sales Corp.	Equipment Maintenance - South Feeder	GM Approved	\$ 36.63
77273	Praxair, Inc.	Chemicals - Carbon Dioxide	BoD Approved Chemical Budget	\$ 3,355.08
77274	Proactive Work Health	Employee Testing - All Sites	GM Approved	\$ 550.00
77275	VOID	Second Page of Check 77274	n/a	\$ -

AVEK Water Agency
Check List
For the Period From August 31, 2019 to September 13, 2019

Check #	Payee	Explanation	Approved By:	Amount
77276	Protection One	Building Maintenance - EWTP	Monthly	\$ 45.07
77277	Rodrigo Antonio Gracia dba Rodloc Security Systems	Building Maintenance - WWB	Monthly	\$ 90.00
77278	Court Ordered Payroll Garnishment	Payroll Date 09/18/2019	Per Payroll	\$ 1,129.38
77279	Southern CA Edison	Electricity/Pumping - All Sites	Monthly	\$ 13,638.95
77280	Scott P. Baker	Mileage Reimbursement - Electricians' Dept.	GM Approved	\$ 46.98
77281	The Shredders	Document Security	Monthly	\$ 48.00
77282	SoCal Office Technologies	Copier Printing Charges - Administration #2 Upstairs	GM Approved	\$ 965.45
77283	Sterling Computer Products	Office Supplies	GM Approved	\$ 663.32
77284	The Tire Store - Lancaster	Total Check Amount \$1,229.70		\$ -
	The Tire Store - Lancaster - Invoice 690910	Tires - Vehicle #08/WWB	GM Approved	\$ 1,219.70
	The Tire Store - Lancaster - Invoice 691056	Flat Repair - Vehicle #24/WWB	GM Approved	\$ 10.00
77285	Ulises Flores	Mileage Reimbursement - QHWTP	GM Approved	\$ 266.80
77286	Underground Service Alert/SC	Underground Services	Monthly	\$ 47.95
77287	Vanguard Cleaning Systems	Janitorial Service - September 2019	Monthly	\$ 3,025.00
77288	Waste Management of Antelope Valley	Waste Disposal - QHWTP	Monthly	\$ 640.44
77289	Wells Fargo Bank - Barnes	Agency Card Expenses	Monthly	\$ 3,132.56
77290	Wells Fargo Bank - Bozigian	Agency Card Expenses	Monthly	\$ 101.94
77291	Wells Fargo Bank - Chisam	Agency Card Expenses	Monthly	\$ 1,237.20
77292	Wells Fargo Bank - Goulet	Agency Card Expenses	Monthly	\$ 450.00
77293	Wells Fargo Bank - Hughes	Agency Card Expenses	Monthly	\$ 2,326.11
77294	Wells Fargo Bank - Knudson	Agency Card Expenses	Monthly	\$ 2,171.33

AVEK Water Agency
 Check List
 For the Period From August 31, 2019 to September 13, 2019

Check #	Payee	Explanation	Approved By:	Amount
77295	Wells Fargo Bank, N.A.	Remarketing Fee - Variable Rate Bonds	Quarterly	\$ 11,250.00
77296	Department of Water Resources	Total Check Amount \$1,000.00		\$ -
	DWR - Invoice 20-039-U	Administrative Fee (Big Rock Creek) - September 2019	Monthly	\$ 500.00
	DWR - Invoice 20-040-U	Administrative Fee (Upper Amargosa) - September 2019	Monthly	\$ 500.00
77297	Southern CA Edison	Electricity/Pumping - All Sites	Monthly	\$ 7,886.96
Total				\$ 1,743,949.18

AVEK Water Agency
Check List
For the Period From August 31, 2019 to September 13, 2019
High Desert Water Bank Enterprise Fund Account

Check #	Payee	Explanation	Approved By:	Amount
1059	Southern CA Edison	Electricity/Pumping - HDWB	Monthly	\$ 10.85
1060	Wells Fargo - Goulet	Agency Card Expenses - HDWB	Monthly	\$ 134.69
Total				\$ 145.54

Wells Fargo Agency Credit Card Summary

Statements Dated August 23, 2019

	T. Barnes	J. Bozigian	D. Chisam	J. Goulet	H. Hughes	M. Knudson	J. Livesay
Travel/Conferences	\$ -	\$ -	\$ 907.53	\$ 450.00	\$ 499.00	\$ 1,207.87	\$ -
Meeting Expenses	-	-	329.67	-	700.90	105.36	-
Administration Supplies/Expenses	14.00	-	-	-	316.76	858.10	-
Operations Supplies/Expenses	-	101.94	-	-	-	-	-
IT/Engineering Supplies/Expenses	3,118.56	-	-	-	809.45	-	-
HDWB	-	-	-	134.69	-	-	-
	\$ 3,132.56	\$ 101.94	\$ 1,237.20	\$ 584.69	\$ 2,326.11	\$ 2,171.33	\$ -

RECOMMENDED BOARD ORDER 7(a-3)

To the Board of Directors

FOR BOARD ACTION

TREASURER'S REPORT
FOR PERIOD ENDING
AUGUST 31, 2019

The Board of Directors adopted the following board order on
September 24, 2019:

That the Treasurer's Report for the period ending August 31, 2019,
be approved and accepted for filing.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 7(a-3)

09-24-19



STAFF REPORT

TO: Board of Directors

DATE: 9/13/19

FROM: Dwayne Chisam, General Manager

PREPARED BY: Teresa Yates

SUBJECT: Treasurer's Report for the Month ending August 31, 2019

REF: Board / Committee Name:

Meeting Date: 9/24/19

Agenda Item:

Attachment(s): YES NO

Reviewed By: Chief Engineer _____ Date _____

Agency Attorney _____ Date _____

Assistant General Manager M.K. Date 9/13/19

REPORT SUMMARY:-

The ending balance for total Cash and Investments at August 31, 2019 was \$103,686,253 which is an increase of \$1,106,352 from the prior month. Yield to Maturity at August 31, 2019 for the total portfolio was 2.463% which is a decrease of .008% from the prior month and the average Days to Maturity was 271 days or approximately nine months.

Antelope Valley-East Kern Water Agency					
Treasurer's Monthly Report					
August 31, 2019					
Total Portfolio Summary, Month Ending August 31, 2019					
Total AVEK Managed and PFM Managed Portfolio					
	Par	Market	% of	Days to	
Investments	Value	Value	Portfolio	Maturity	YTM
<i>Wells Fargo & PFM</i>					
Money Market	\$ 1,594,845.92	\$ 1,594,845.92	1.59%	1	0.015%
Government Agencies	32,300,000.00	32,573,260.20	32.50%	330	2.356%
Negotiable CDs	11,575,000.00	11,646,585.23	11.62%	277	2.612%
Commercial Paper	3,400,000.00	3,378,871.20	3.37%	107	2.499%
Corporate Notes	30,280,000.00	30,362,993.15	30.29%	352	2.727%
US Treasury Bonds/Notes	6,200,000.00	6,199,921.95	6.19%	344	2.348%
LAIF	14,472,439.17	14,472,439.17	14.44%	1	2.341%
Total Investments	\$ 99,822,285.09	\$ 100,228,916.82	100.00%	271	2.463%
Cash					
<i>Wells Fargo</i>					
Checking Accounts	\$ 2,867,829.93	\$ 2,867,829.93			
Total	102,690,115.02	103,096,746.75			
Ending Accrued Interest		589,505.93			
Total Cash & Investments	\$ 102,690,115.02	\$ 103,686,252.68			
Total Cash & Investments - 7/31/19	\$ 101,901,553.05	\$ 102,579,901.22			
	August 31, 2019	Fiscal Year			
Total Earnings	(Month Ending)	To Date			
Current Year	243,573.28	443,618.84			
Portfolio Yield to Maturity	2.463%	2.467%			

**Antelope Valley - East Kern Water Agency
Month End Balances
August 31, 2019**

	Balance	YTM
	August 31, 2019	Net of Fees
Wells Fargo Investments	\$ 60,505,743	2.465%
PFM Investments	\$ 25,250,734	2.517%
LAIF	\$ 14,472,439	2.341%
Checking	\$ 2,867,830	0.000%
	\$ 103,096,747	

Capital Assets

	Balance	Balance
	June 30, 2019	June 30, 2018
Banked Water - Asset	\$ 19,989,729	\$ 17,826,473
Land & Water Rights	\$ 40,458,683	\$ 38,471,463
Construction In Progress	\$ 3,957,109	\$ 45,067,462
Plant & Equipment	\$ 385,794,086	\$ 340,426,512
Accumulated Depreciation	\$ (101,429,067)	\$ (94,687,500)
	\$ 348,770,540	\$ 347,104,410

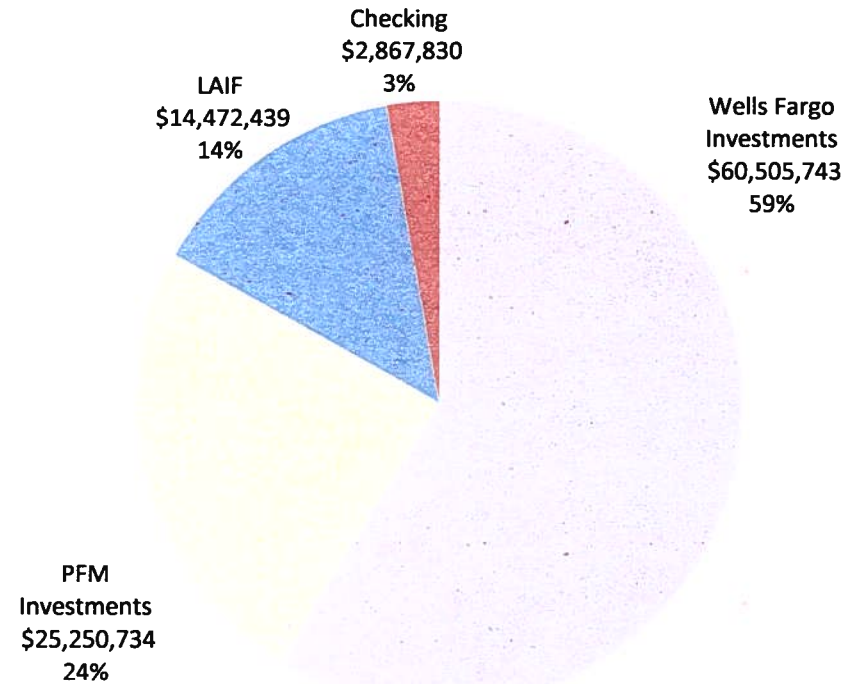
Outstanding COP and Bond Debt

	Balance
	August 31, 2019
COP Series 2008 A-2	\$ 45,000,000
Water Revenue Ref. Bonds, Series 2016	\$ 65,635,000
CREBs-Revenue Bonds Series 2017	\$ 14,075,000
	\$ 124,710,000

Capacity Fees Received

	Fiscal YTD	Prior Fiscal YTD
	August 31, 2019	August 31, 2018
	\$ 146,961	\$ 98,503

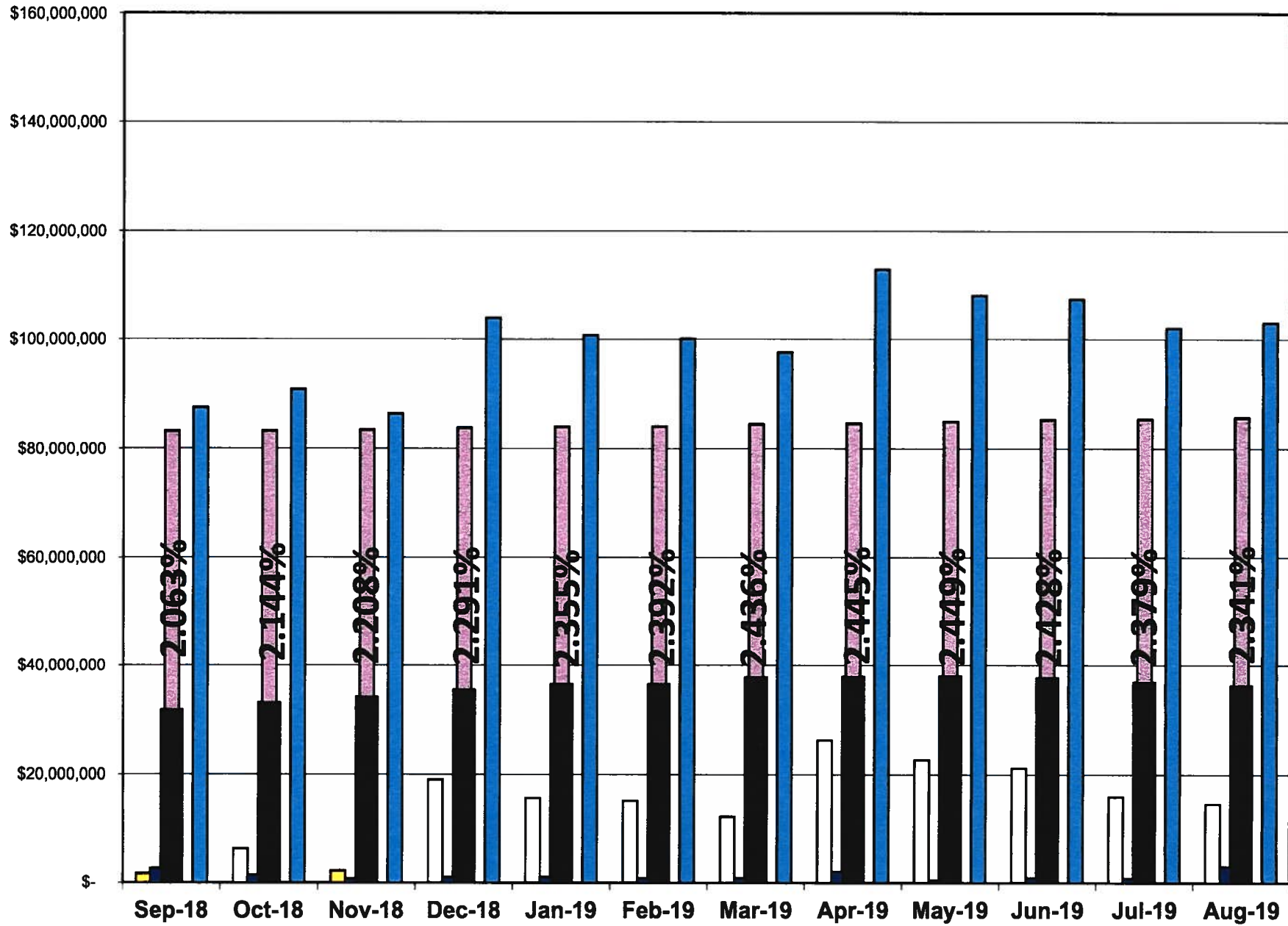
Balances at 8/31/19



AVEK Water Agency

ENTERPRISE FUND CLOSING BALANCES

Dollar Amount



■ LAIF \$14,472,439	■ BANK \$2,867,830	■ SECURITIES \$85,756,478	■ TOTAL \$103,096,747	■ LAIF Int. Rate
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Antelope Valley-East Kern Water Agency					
Treasurer's Monthly Report					
August 31, 2019					
AVEK Portfolio Summary, Month Ending August 31, 2019					
AVEK Managed Portfolio					
	Par	Market	% of	Days to	
Investments	Value	Value	Portfolio	Maturity	YTM
<i>Wells Fargo</i>					
Money Market	\$ 1,503,227.56	\$ 1,503,227.56	2.00%	1	0.010%
Government Agencies	27,500,000.00	27,678,616.20	36.92%	319	2.384%
Negotiable CDs	8,000,000.00	8,046,529.82	10.73%	284	2.474%
Corporate Notes	23,220,000.00	23,277,369.75	31.05%	383	2.718%
LAIF	14,472,439.17	14,472,439.17	19.30%	1	2.341%
Total Investments	\$ 74,695,666.73	\$ 74,978,182.50	100.00%	267	2.441%
Cash					
<i>Wells Fargo</i>					
General Checking	\$ 2,793,797.92	\$ 2,793,797.92			
HDWB Checking	\$ 74,032.01	\$ 74,032.01			
Total Checking Accounts	\$ 2,867,829.93	\$ 2,867,829.93			
Total	\$ 77,563,496.66	\$ 77,846,012.43			
Ending Accrued Interest		\$ 440,419.17			
Total Cash & Investments	\$ 77,563,496.66	\$ 78,286,431.60			
Total Cash & Investments - 7/31/19	\$ 76,737,457.87	\$ 77,266,380.80			
	August 31, 2019	Fiscal Year			
Total Earnings	(Month Ending)	To Date			
Current Year	\$ 152,482.03	\$ 310,554.41			
Portfolio Yield to Maturity	2.441%	2.450%			

Antelope Valley-East Kern Water Agency										
Treasurer's Monthly Report										
August 31, 2019										
AVEK Portfolio Details - Investments, Month Ending August 31, 2019										
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		1,503,227.56	1,503,227.56	1,503,227.56	0.010%		0.010%	1
				1,503,227.56	1,503,227.56	1,503,227.56	0.010%		0.010%	1
Government Agencies										
3133EKG6	4/24/2019	FFCBB	4/15/2021	2,001,280.00	2,000,000.00	2,023,783.84	2.375%	Aaa	2.341%	592
3130A0XD7	2/27/2019	FHLBB	3/12/2021	1,997,840.00	2,000,000.00	2,022,709.10	2.375%	Aaa	2.429%	558
3133EKAJ5	2/27/2019	FFCBB	2/11/2021	2,002,860.00	2,000,000.00	2,024,762.64	2.500%	Aaa	2.424%	529
3130AF2D8	11/6/2018	FHLBB	10/15/2020	1,999,260.00	2,000,000.00	2,025,024.00	2.860%	Aaa	2.878%	410
313370US5	9/28/2018	FHLBB	9/11/2020	1,502,640.00	1,500,000.00	1,516,973.31	2.875%	Aaa	2.780%	376
313370US5	11/6/2018	FHLBB	9/11/2020	2,000,200.00	2,000,000.00	2,022,631.08	2.875%	Aaa	2.868%	376
3133EJYY9	9/28/2018	FFCBB	9/4/2020	1,497,285.00	1,500,000.00	1,513,079.57	2.690%	Aaa	2.790%	369
313383HU8	6/6/2018	FHLBB	6/12/2020	1,972,300.00	2,000,000.00	1,998,892.68	1.750%	Aaa	2.458%	285
313370E38	5/18/2018	FHLBB	6/12/2020	2,031,240.00	2,000,000.00	2,023,357.90	3.375%	Aaa	2.593%	285
3133EJNW5	5/18/2018	FFCBB	5/15/2020	1,998,320.00	2,000,000.00	2,009,083.96	2.550%	Aaa	2.593%	257
313382ZT3	1/30/2018	FHLBB	5/15/2020	985,539.00	1,000,000.00	997,489.39	1.540%	Aaa	2.190%	257
3133EJCA5	3/29/2018	FFCBB	5/8/2020	1,995,680.00	2,000,000.00	2,003,902.60	2.150%	Aaa	2.256%	250
3133EHV75	11/22/2017	FFCBB	11/21/2019	2,001,160.00	2,000,000.00	1,999,101.18	1.730%	Aaa	1.700%	81
3130ACLS1	11/22/2017	FHLBB	10/11/2019	1,994,440.00	2,000,000.00	1,998,862.48	1.550%	Aaa	1.700%	40
3133EHF32	11/22/2017	FFCBB	10/10/2019	1,494,720.00	1,500,000.00	1,498,962.47	1.500%	Aaa	1.690%	39
				27,474,764.00	27,500,000.00	27,678,616.20	2.339%		2.384%	319
Negotiable Certificates of Deposit										
17294XRP3	4/30/2019	Citibank NA	4/30/2021	250,000.00	250,000.00	251,106.67	2.450%	*	2.450%	607
465076QA8	4/26/2019	Israel Discount Bank	4/26/2021	250,000.00	250,000.00	250,190.00	2.500%	*	2.500%	603
63983RBC2	2/28/2019	Needham Bank	2/22/2021	250,000.00	250,000.00	252,878.28	2.550%	*	2.550%	540
48128FD58	11/16/2018	JP Morgan Chase Bank	11/16/2020	250,000.00	250,000.00	250,529.79	3.050%	*	3.050%	442
20033AN77	11/15/2018	Comenity Capital Bank	11/16/2020	250,000.00	250,000.00	253,908.59	3.050%	*	3.050%	442
15118RQC4	11/15/2018	Celtic Bank	11/16/2020	250,000.00	250,000.00	253,758.56	3.000%	*	3.000%	442
524680CF0	3/8/2019	Legacy Texas Bank	11/9/2020	250,000.00	250,000.00	252,373.44	2.550%	*	2.550%	435
949763VD5	11/9/2018	Wells Fargo Bank NA	11/9/2020	250,000.00	250,000.00	253,849.93	3.050%	*	3.050%	435
20367NAK0	10/17/2018	Community First Banking	10/16/2020	250,000.00	250,000.00	253,097.41	2.850%	*	2.850%	411

AVEK Portfolio Details - Investments, Month Ending August 31, 2019

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)										
084601QV8	10/12/2018	Berkshire Bk Pittsfield MA	10/13/2020	250,000.00	250,000.00	252,924.13	2.800%	*	2.801%	408
05549CGT1	10/12/2018	BLC Community Bank	10/9/2020	250,000.00	250,000.00	253,047.74	2.850%	*	2.850%	404
02007GFG3	10/4/2018	Ally Bank	10/5/2020	250,000.00	250,000.00	253,006.16	2.850%	*	2.851%	400
624786EG0	10/2/2018	MUFG Union Bank	10/2/2020	250,000.00	250,000.00	253,122.13	2.800%	*	2.800%	397
649447SF7	2/28/2019	New York Community Bank	8/28/2020	250,000.00	250,000.00	251,896.59	2.500%	*	2.500%	362
062683CA3	9/28/2018	Bank of Hope	7/28/2020	250,000.00	250,000.00	252,506.59	2.850%	*	2.850%	331
46176PHV0	5/30/2018	Investors Bank/Short Hills	6/1/2020	250,000.00	250,000.00	251,856.76	2.750%	*	2.750%	274
90348JCN8	5/30/2018	UBS Bank USA	6/1/2020	250,000.00	250,000.00	251,766.90	2.700%	*	2.700%	274
86063QAQ8	5/31/2018	Stifel Bank & Trust	5/29/2020	250,000.00	250,000.00	251,752.58	2.700%	*	2.700%	271
63861NAR6	2/14/2018	Nationwide Bank	2/14/2020	250,000.00	250,000.00	250,375.28	2.200%	*	2.200%	166
58404DBC4	2/9/2018	Medallion Bank Utah	2/10/2020	250,000.00	250,000.00	250,419.00	2.250%	*	2.250%	162
867352AB2	1/25/2019	Sunflower Bank NA	1/27/2020	250,000.00	250,000.00	250,682.99	2.550%	*	2.550%	148
90421MCQ4	1/23/2019	Umpqua Bank Roseburg	1/23/2020	250,000.00	250,000.00	250,639.79	2.550%	*	2.550%	144
05581WK87	1/23/2019	BMO Harris Bank NA	1/23/2020	250,000.00	250,000.00	250,639.79	2.550%	*	2.550%	144
90333VG20	1/23/2019	US Bank Natl Assoc	1/23/2020	250,000.00	250,000.00	250,660.28	2.550%	*	2.550%	144
254673HL3	12/6/2017	Discover Bank	12/6/2019	250,000.00	250,000.00	249,949.76	1.850%	*	1.850%	96
61760AFA2	11/30/2017	Morgan Stanley Pvt Bank	12/2/2019	250,000.00	250,000.00	249,952.84	1.850%	*	1.850%	92
61747MC58	11/30/2017	Morgan Stanley Bank NA	12/2/2019	250,000.00	250,000.00	249,985.16	1.900%	*	1.900%	92
59013JG45	11/29/2017	Merrick Bank	11/29/2019	250,000.00	250,000.00	249,956.15	1.850%	*	1.850%	89
38148PTN7	11/29/2017	Goldman Sachs Bank USA	11/29/2019	250,000.00	250,000.00	249,949.98	1.850%	*	1.850%	89
050574AA0	11/29/2017	Auburn Savings	11/29/2019	250,000.00	250,000.00	249,924.28	1.800%	*	1.800%	89
77315PBM3	11/27/2017	Rockford B&T IL	11/27/2019	250,000.00	250,000.00	249,895.20	1.750%	*	1.750%	87
410493CN8	11/22/2017	Hanmi Bank	11/22/2019	250,000.00	250,000.00	249,927.07	1.800%	*	1.800%	82
				8,000,000.00	8,000,000.00	8,046,529.82	2.473%		2.474%	284
Corporate Notes										
46625HRT9	5/28/2019	JP Morgan Chase & Co	6/7/2021	2,490,175.00	2,500,000.00	2,515,374.65	2.400%	A2	2.600%	645
05531FAV5	5/30/2019	BB&T Corporation	5/10/2021	989,970.00	1,000,000.00	1,000,862.85	2.050%	A2	2.582%	617
05531FAV5	5/28/2019	BB&T Corporation	5/10/2021	494,985.00	500,000.00	500,431.43	2.050%	A2	2.580%	617
89236TEV3	4/25/2019	Toyota Motor Credit Corp	4/13/2021	1,004,340.00	1,000,000.00	1,000,635.88	2.583%	AA3	2.641%	590
17275RBD3	1/17/2019	Cisco Systems Inc	2/28/2021	1,485,330.00	1,500,000.00	1,509,858.33	2.200%	A1	2.678%	546
94974BFR6	1/17/2019	Wells Fargo & Co	1/22/2021	1,995,420.00	2,000,000.00	2,027,174.92	3.000%	A2	3.118%	509
24422ETY5	4/25/2019	John Deere Capital Corp	1/8/2021	380,665.00	380,000.00	379,886.71	2.463%	A2	2.640%	495
166764AY6	4/25/2019	Chevron Corp	11/17/2020	799,200.00	800,000.00	804,774.50	2.419%	AA2	2.484%	443
06051GGB9	1/17/2019	Bank of America Corp	11/9/2020	984,980.00	1,000,000.00	1,000,511.99	2.151%	A3	3.008%	435

AVEK Portfolio Details - Investments, Month Ending August 31, 2019										
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)										
0258M0DX4	2/28/2019	American Express Credit	9/14/2020	1,037,160.80	1,040,000.00	1,045,727.72	2.600%	A2	2.781%	379
55279HAN0	6/7/2018	Manuf & Traders Trust Co	8/17/2020	1,961,900.00	2,000,000.00	2,000,459.86	2.050%	A3	2.952%	351
25468PDU7	6/7/2018	The Walt Disney Company	6/5/2020	1,473,885.00	1,500,000.00	1,497,999.51	1.800%	A2	2.703%	278
69353RFC7	6/7/2018	PNC Bank NA	5/19/2020	2,458,450.00	2,500,000.00	2,500,090.28	2.000%	A2	2.882%	261
14912L6J5	5/21/2018	Caterpillar Financial	3/5/2020	985,550.00	1,000,000.00	999,600.47	2.000%	A3	2.833%	186
02665WBM2	4/4/2018	American Honda Finance	2/14/2020	1,484,370.00	1,500,000.00	1,499,004.09	2.000%	A2	2.576%	166
90331HNJ8	1/31/2018	US Bank NA Cincinnati	1/23/2020	1,000,810.00	1,000,000.00	1,000,883.52	2.350%	A1	2.306%	144
36962G6P4	1/31/2018	General Electric Co	12/11/2019	1,989,260.00	2,000,000.00	1,994,093.04	2.100%	A1	2.396%	101
				23,016,450.80	23,220,000.00	23,277,369.75	2.241%		2.718%	383
LAIF - Local Agency Investment Pool										
		LAIF		14,472,439.17	14,472,439.17	14,472,439.17	2.341%		2.341%	1
				14,472,439.17	14,472,439.17	14,472,439.17	2.341%		2.341%	1
Total				74,466,881.53	74,695,666.73	74,978,182.50				
*	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, 2019								
AVEK Transactions, Month Ending August 31, 2019								
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 2019								
<u>Maturities/Calls</u>								
no maturities during August 2019								
Negotiable Certificates of Deposit								
<u>Purchases</u>								
no purchases during August 2019								
<u>Maturities/Calls</u>								
947547KB0	5/30/2018	Webbank	8/30/2019	250,000	2.800%	8,764	457	2.762%
				250,000	2.800%	8,764	457	2.762%
Corporate Notes								
<u>Purchases</u>								
no purchases during August 2019								
<u>Maturities/Calls</u>								
no maturities during August 2019								
<u>Transfers</u>								
From Account	Date	To Account	Amount					
No transfers during August 2019								

Antelope Valley-East Kern Water Agency					
Treasurer's Monthly Report					
August 31, 2019					
PFM Portfolio Summary, Month Ending August 31, 2019					
PFM Managed Portfolio					
	Par Value	Market Value	% of Portfolio	Days to Maturity	YTM
Investments					
<i>PFM</i>					
Money Market	\$ 91,618.36	\$ 91,618.36	0.36%	1	0.090%
Negotiable CDs	3,575,000.00	3,600,055.41	14.26%	260	2.920%
Commercial Paper	3,400,000.00	3,378,871.20	13.38%	107	2.499%
Corporate Notes	7,060,000.00	7,085,623.40	28.06%	250	2.758%
Federal Agency Bonds/Notes	4,800,000.00	4,894,644.00	19.38%	390	2.194%
US Treasury Bonds/Notes	6,200,000.00	6,199,921.95	24.55%	344	2.348%
Total Investments	\$ 25,126,618.36	\$ 25,250,734.32	100.00%	268	2.527%
			Net of Associated Fees		2.517%
Ending Accrued Interest		149,086.76			
Total Cash & Investments	\$ 25,126,618.36	\$ 25,399,821.08			
Total Cash & Investments - 7/31/19	\$ 25,164,095.18	\$ 25,313,520.42			
	August 31, 2019 (Month Ending)	Fiscal Year To Date			
Total Earnings					
Current Year	91,091.25	133,064.43			
Portfolio Yield to Maturity	2.527%	2.516%			
Fees					
PFM Asset Mgt - 7/1/19 to 7/31/19	2,137.14	4,201.87			
BNY Mellon - 7/1/19 to 7/31/19	250.00	500.00			
Total Fees	2,387.14	4,701.87			
	0.009%	0.019%			

Antelope Valley-East Kern Water Agency										
Treasurer's Monthly Report										
August 31, 2019										
PFM Portfolio Details - Investments, Month Ending August 31, 2019										
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		91,618.36	91,618.36	91,618.36	0.090%	Aaa	0.090%	1
				91,618.36	91,618.36	91,618.36	0.090%		0.090%	1
Negotiable Certificates of Deposit										
22535CDU2	4/4/2019	Credit Agricole CIB NY	4/2/2021	250,000.00	250,000.00	252,850.25	2.830%	A1	2.850%	579
55379WZT6	2/28/2019	MUFG Bank LTD NY	2/26/2021	250,000.00	250,000.00	254,457.25	2.970%	A1	2.990%	544
86565BPC9	10/18/2018	Sumitomo Mitsui Bank NY	10/16/2020	249,660.00	250,000.00	254,587.50	3.390%	A1	3.460%	411
40435RCN9	4/4/2019	HSBC Bank USA NA	10/2/2020	250,000.00	250,000.00	251,781.50	2.700%	Aa2	2.700%	397
06417GU22	6/7/2018	Bank of Nova Scotia Houston	6/5/2020	399,848.00	400,000.00	404,020.80	3.080%	P-1	3.100%	278
13606BVF0	4/10/2018	Canadian Imp BK COMM NY	4/10/2020	250,000.00	250,000.00	250,504.25	2.738%	P-1	2.780%	222
90275DHG8	3/6/2018	UBS AG Stamford CT LT	3/2/2020	425,000.00	425,000.00	427,077.83	2.900%	P-1	2.930%	183
65590ASN7	2/22/2018	Nordea Bank AB New York	2/20/2020	500,000.00	500,000.00	502,040.00	2.720%	P-1	2.720%	172
22549LFR1	2/8/2018	Credit Suisse New York	2/7/2020	250,000.00	250,000.00	250,793.50	2.670%	P-1	2.670%	159
83369Y2V7	1/14/2019	Societe Generale NY	1/10/2020	500,000.00	500,000.00	501,673.75	2.980%	P-1	2.980%	131
96130AAK4	10/19/2018	Westpac Banking Corp NY	10/18/2019	250,000.00	250,000.00	250,268.78	2.970%	P-1	2.970%	47
				3,574,508.00	3,575,000.00	3,600,055.41	2.904%		2.920%	260
Commercial Paper										
62479LAA3	4/16/2019	MUFG Bank LTD/NY	1/10/2020	686,295.94	700,000.00	694,696.10	0.000%	P-1	2.670%	131
22533TA63	4/12/2019	Credit Agricole CIB NY	1/6/2020	686,871.31	700,000.00	694,990.80	0.000%	P-1	2.560%	127
63873JA34	8/16/2019	Natixis NY	1/3/2020	595,310.00	600,000.00	595,611.00	0.000%	P-1	2.030%	124
46640QZP9	3/28/2019	JP Morgan Securities LLC	12/23/2019	686,612.50	700,000.00	695,460.50	0.000%	P-1	2.600%	113
09659CXF0	4/17/2019	BNP Paribas NY	10/15/2019	691,060.61	700,000.00	698,112.80	0.000%	P-1	2.570%	44
				3,346,150.36	3,400,000.00	3,378,871.20	0.000%		2.499%	107
Corporate Notes										
24422ETZ2	2/12/2019	John Deere Capital	1/8/2021	248,262.50	250,000.00	251,580.75	2.350%	A2	2.730%	495
02665WCS8	1/15/2019	American Honda Finance	1/8/2021	109,935.10	110,000.00	111,642.96	3.150%	A2	3.180%	495
92826CAB8	12/24/2018	VISA Inc	12/14/2020	419,045.75	425,000.00	426,972.43	2.200%	Aa3	2.940%	470
06051GGB9	3/12/2019	Bank of America Corp	11/9/2020	247,125.00	250,000.00	250,128.00	2.151%	A2	2.870%	435
25468PDE3	2/12/2019	Walt Disney Company	9/17/2020	248,295.00	250,000.00	250,546.75	2.150%	A2	2.590%	382
38141GVP6	10/9/2018	Goldman Sachs Grp Inc	9/15/2020	247,242.50	250,000.00	251,281.50	2.750%	A3	3.340%	380
857477AS2	2/12/2019	State Street Corp	8/18/2020	249,247.50	250,000.00	251,440.75	2.550%	A1	2.750%	352
808513AD7	10/9/2018	Charles Schwab Corp	7/22/2020	230,024.25	225,000.00	229,673.93	4.450%	A2	3.150%	325
87612EAV8	12/26/2018	Target Corp	7/15/2020	228,116.25	225,000.00	228,620.25	3.875%	A2	2.960%	318
74432QBM6	10/9/2018	Prudential Financial Inc	6/21/2020	232,884.00	225,000.00	230,912.10	5.375%	A3	3.240%	294

PFM Portfolio Details - Investments, Month Ending August 31, 2019

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)										
17275RAX0	8/9/2018	Cisco Systems Inc	6/15/2020	422,305.50	425,000.00	426,572.08	2.450%	A1	2.800%	288
14913Q2J7	5/17/2018	Caterpillar Financial	5/15/2020	249,770.00	250,000.00	251,404.00	2.950%	A3	3.000%	257
459200HM6	5/17/2018	IBM Credit	5/15/2020	244,087.50	250,000.00	249,423.75	1.625%	A2	2.850%	257
369550BA5	8/15/2018	General Dynamics Corp	5/11/2020	250,095.00	250,000.00	251,499.50	2.875%	A2	2.850%	253
904764AV9	5/22/2018	Unilever Capital	5/5/2020	245,125.00	250,000.00	249,798.00	1.800%	A1	2.830%	247
713448CS5	8/9/2018	PepsiCo Corp	4/30/2020	245,907.50	250,000.00	249,690.00	1.850%	A1	2.830%	242
30231GAG7	5/22/2018	Exxon Mobil	3/6/2020	493,275.00	500,000.00	499,977.00	1.912%	Aaa	2.690%	187
0258M0EE5	4/4/2018	American Express Credit	3/3/2020	246,647.50	250,000.00	250,118.00	2.200%	A2	2.930%	184
06406HCZ0	4/4/2018	Bank of NY Mellon Corp	2/24/2020	420,087.00	425,000.00	424,986.83	2.150%	A1	2.780%	176
637432NC5	5/17/2018	National Rural Util Coop	1/27/2020	246,162.50	250,000.00	249,719.75	2.000%	A1	2.930%	148
05531FAS2	4/4/2018	BB&T Corp	1/15/2020	238,190.40	240,000.00	240,170.16	2.450%	A2	2.890%	136
717081EB5	8/16/2018	Pfizer Inc	12/15/2019	271,631.25	275,000.00	274,625.73	1.700%	A1	2.640%	105
02665WBZ3	11/16/2017	American Honda Finance	11/13/2019	139,921.60	140,000.00	139,969.20	2.000%	A2	2.030%	73
89236TDH5	11/27/2017	Toyota Motor Corp Notes	10/18/2019	495,895.00	500,000.00	499,525.50	1.550%	Aa3	1.990%	47
931142DY6	10/20/2017	Wal-Mart Stores Inc.	10/9/2019	119,997.60	120,000.00	119,956.80	1.750%	Aa2	1.750%	38
61747YCJ2	11/17/2017	Morgan Stanley Corp Notes	9/23/2019	238,504.50	225,000.00	225,387.68	5.625%	A3	2.290%	22
				7,027,780.70	7,060,000.00	7,085,623.40	2.503%		2.758%	250
Federal Agency Bonds/Notes										
880591EL2	8/7/2019	Tenn Valley Authority Notes	2/15/2021	2,477,256.00	2,400,000.00	2,476,742.40	3.875%	Aaa	1.720%	533
313370E38	8/9/2018	FHLB Notes	6/12/2020	1,416,688.00	1,400,000.00	1,416,350.60	3.375%	Aaa	2.710%	285
880591EV0	5/21/2018	Tenn Valley Authority Notes	3/15/2020	993,690.00	1,000,000.00	1,001,551.00	2.250%	Aaa	2.610%	196
				4,887,634.00	4,800,000.00	4,894,644.00	3.391%		2.194%	390
US Treasury Bonds/Notes										
9128283Q1	6/14/2019	US Treasury N/B	1/15/2021	1,801,335.94	1,800,000.00	1,808,015.40	2.000%	Aaa	1.950%	502
9128282Z2	2/26/2019	US Treasury N/B	10/15/2020	1,576,062.50	1,600,000.00	1,598,000.00	1.625%	Aaa	2.570%	410
912828XE5	12/14/2018	US Treasury Notes	5/31/2020	736,347.66	750,000.00	748,095.75	1.500%	Aaa	2.780%	273
912828W63	3/29/2018	US Treasury N/B	3/15/2020	1,184,671.88	1,200,000.00	1,198,359.60	1.625%	Aaa	2.290%	196
912828UQ1	4/29/2019	US Treasury Notes	2/29/2020	643,652.34	650,000.00	647,943.40	1.250%	Aaa	2.430%	181
912828UB4	12/31/2018	US Treasury Notes	11/30/2019	197,070.31	200,000.00	199,507.80	1.000%	Aaa	2.630%	90
				6,139,140.63	6,200,000.00	6,199,921.95	1.659%		2.348%	344
Total				25,066,832.05	25,126,618.36	25,250,734.32				
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, 2019								
PFM Transactions, Month Ending August 31, 2019								
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 2019								
<u>Maturities/Calls</u>								
83050FXT3	8/4/2017	Skandinaviska Enskilda Banken NY	8/2/2019	450,000	1.840%	16,744	728	1.840%
				450,000	1.840%	16,744		1.840%
Commercial Paper								
<u>Purchases</u>								
63873JA34	8/16/2019	Natixis NY	1/3/2020	600,000	0.000%			
				600,000	0.000%			
<u>Maturities/Calls</u>								
no maturities during August 2019								
Corporate Notes								
<u>Purchases</u>								
no purchases during August 2019								
<u>Maturities/Calls</u>								
no maturities during August 2019								

PFM Transactions, Month Ending August 31, 2019								
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>								
880591EL2	8/7/2019	Tenn Valley Authority Notes	2/15/2021	2,400,000	3.875%			
				2,400,000	3.875%			
<u>Maturities/Calls</u>								
3130A8Y72	8/18/2017	FHLB Global Note	8/5/2019	\$ 1,500,000	0.875%	\$ 25,776	717	0.863%
3130A8Y72	6/29/2018	FHLB Global Note	8/5/2019	\$ 800,000	0.875%	\$ 7,700	402	0.862%
				\$ 2,300,000	0.875%	\$ 33,476		0.862%
US Treasury Bonds/Notes								
<u>Purchases</u>								
no purchases during August 2019								
<u>Maturities/Calls</u>								
no maturities during August 2019								
<u>Transfers</u>								
From Account	Date	To Account	Amount					
no transfers during August 2019								

RECOMMENDED BOARD ORDER 8(a-1)

To the Board of Directors

FOR BOARD ACTION

**WEED ABATEMENT AT THE
WESTSIDE WATER BANK**

The Board of Directors adopted the following board order on September 24, 2019:

To award a contract to Word Wind and Solar in the not-to-exceed amount of \$24,740.00 for weed abatement at the Westside Water Bank and authorize the general manager to execute the contract for same as presented.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 8(a-1)

09-24-19



STAFF REPORT

To: Board of Directors

Date: September 19, 2019

From: Dwayne Chisam, General Manager

Prepared By: Jon Bozigian, Operations Manager

Reviewed By: Matthew Knudson, AGM

Subject: Westside Water Bank Weed Abatement

Meeting Dates: Sept. 20, 2019 (Finance) Sept. 24, 2019 (Board) Attachment(s): YES NO

Recommendation:

Staff is requesting that the Board:

1. Award a contract to World Wind & Solar in the not-to-exceed amount of \$24,740.00 for weed abatement services at the Westside Water Bank; and
2. Authorize the General Manager to execute agreement for same.

Background:

The Westside Water Bank is a 1500-acre site that incorporates approximately 60 separate recharge basins of varying size. (There are approximately 10 miles of 36" tall dirt berms that form the basins). Despite staff's best efforts to control the growth of weeds in and around the basins, it has become apparent that AVEK has neither the staff nor equipment to adequately handle this task. We have located two companies that are equipped to do this job and solicited proposals from each. Miracle Construction and World Wind & Solar both submitted proposals. These proposals include all equipment, labor, fuel, mobilization and de-mobilization. This is also a prevailing wage job.

Budget:

Included in the 2019/2020 Operating Budget is a \$26,000.00 line item for Grounds Maintenance-Westside Water Bank.

Supporting Documents

- Miracle Construction proposal: \$36,500.00
- World Wind & Solar proposal: \$24,740.00

William Miracle Machinery

2875 Bluewater Dr., Lake Havasu City, AZ 86403

(661) 810-0651 FAX (928) 854-1932

License # 783291

Date: August 16, 2019

To: AVEK
6500 West Avenue N
Palmdale, CA 93551-2855
Attn: Jon

Description: Mowing
Location: 140 th W & Ave B
Lancaster
Project: mowing

William Miracle Machinery submits the following proposal for the work described herein:

Item	Description	QTY	Unit	Unit Price	Total Price
1.	10 miles of berm mowing	100	hrs	\$ 365.00	\$ 36,500.00
TOTAL:					\$ 36,500.00

Thank you for the opportunity to bid on this proposal. Please call me if you have any questions or concerns.

Sincerely,

William Miracle
Owner



Here to Serve

WWS Service Proposal

Vegetation Management

World Wind & Solar

9/9/19

AVEK



WWS-Wind

WWS is a proven leader in utility and commercial scale wind operations and maintenance, providing services to our customers on over 27.46 GW of installed capacity. Our employees have earned a reputation for legendary customer service as the industry standard for achieving high quality results safely. Technicians are equipped with a vast repertoire of knowledge for multiple manufacturers, experience and certifications. We employ positions such as general laborers, wind technicians, wind leads, tower wiring technicians, master electricians and supervisors. Our highly-trained labor force provides a variety of services from troubleshooting and tower wiring to transformer testing and major corrective services.



WWS-Solar

World Wind & Solar (WWS) is a proven leader in utility scale solar O&M, currently providing services to customers on over 9.8 GW of installed capacity. Our employees have earned a reputation for legendary customer service as the industry standard for achieving high quality results safely. WWS specializes in Q.A/QC, commissioning, logistics, manpower, land management, erosion control and repair, revegetation and more. On the operation side WWS provides full wrap O&M as well as electrical & mechanical preventative and predictive maintenance. Our land management teams touch over 10,000 acres annually thru large scale mowing, chemical abatement, fence line clean up and tumbleweed removal. Our O&M services allow OEM's, Owners and O&M providers to focus on developing profitable projects while we take care of the field work.



Ask about the newest addition to our **Wind & Solar Tech Training Program**.



Quote for Services AT TEK - September 9, 2019

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of World Wind & Solar.

Quote for Services



Quote WWS_AVEK_VM_090919 for Agreement to supply Solar Laborers for projects located Lancaster, CA for AVEK.

Date
September 9, 2019

Services Performed By:
World Wind & Solar
915 Tehachapi Willow Springs Rd
Tehachapi, CA 93561

Services Performed For:
AVEK
Address
City, State, Zip

This Quote for Services WWS_AVEK_VM_090919 (hereinafter called the "Quote"), effective as September 9, 2019, is entered by and between World Wind & Solar and AVEK, and is subject to the terms and conditions specified below. If an award of work is made based on this quote, the terms of this quote and the WWS T&C's will be made part of the PO and/or this Quote and WWS T&C's will be referenced in the PO. It is further understood that whether this quote is referenced, or these terms are referenced directly, the company will honor the terms listed under: Fee Schedule, General Assumptions and WWS T&C's. In the event of any inconsistencies between the terms of the body of this QUOTE and the terms of a subsequent PO based on this QUOTE, the terms of the body of this QUOTE shall prevail.

Period of Performance

The Services shall commence on or about TBD continue through 4 weeks

Scope of Work

WWS will deploy commercial grade equipment to provide vegetation management in reclamation ponds

Fee Schedule

This engagement will be conducted on a Time & Material based on quote breakdown described below. Invoicing will be submitted bi-weekly with Billing Terms as outlined in Services Agreement.

TAXES: All sales tax, excise taxes, or other forms of taxes levied against any transaction covered by these terms and conditions shall be paid by Customer over and above all other sums Customer is or may become obligated to pay hereunder.

Please note: - States that currently levy sales tax on services: Connecticut, Washington DC, Hawaii, Iowa, New Mexico, New York, Ohio, South Dakota, Texas and West Virginia.

Vegetation Management					
Unit Activity/Description	Unit	Qty.	Hrs./Cost	Total Cost	
Solar Operator	1	180 Hrs.	\$55/hr.	\$9,900.00	
Solar Laborer	1	180 Hrs.	\$38/hr.	\$6,840.00	
Equipment Rental (skid steer & mower)	1	1 month	\$8,000/month	\$8,000.00	
Total Quote Value; \$24,740.00					

Quote for Services AVEK - September 9, 2019

This document is proprietary and confidential. No part of this document may be disclosed in any manner to a third party without the prior written consent of World Wind & Solar.



Please Note: Due to unforeseen changes in manpower, equipment availability and pending commitments WWS will honor this quote and the associated terms if accepted within 14 days from date of issue. Date of issue for this quote is September 9, 2019.

Bill To Address	Client Project Manager	Client Cost Center
Address City, State, Zip	John Bozigian 661-816-3543	TBD

General Assumptions

- All assigned work will be performed with WWS non-union, prevailing wage manpower and limited to activities in the designated areas set by the client.
- Crews are assigned personal protective equipment, safety gear, first aid kit and basic tools needed for this scope.
- Overtime rates are billed for any hours worked over eight (8) in a single day or over forty (40) in a calendar week Monday-Saturday. Sunday and Holidays will be billed at double-time rates. Overtime rates are calculated by taking the employee's straight time billing rate and adding an additional 30%. (Ex: \$68 X 1.3 = \$88.40) Double time is calculated by doubling the employee's straight time billing rate. Any overtime and double time hour will be approved by the client and signed off by client's supervisor or designee on the WWS weekly time cards.
- Out of scope work will be billed at WWS employee straight time & overtime rates unless otherwise agreed to by both parties.
- Restricted access to the site caused by nature, weather, excessive wind, customer or customer contracted personnel, equipment and/or any other reason that restricts access to designated work area or equipment to be services will be billed as standby at the straight time rates based on tech levels per tech. Maximum of eight (8) hours per day.
- WWS will invoice bi-weekly and all invoices are due net 30 from invoice date.
- Additional manpower & equipment will be added upon request and billed at a rate to be mutually agreed to by both parties.
- Volume Discount rates: The discount rate will be applied to contracts & PO's based on the number of hours accounted for in the contract/PO at a single project location. The discount rate assumes a minimum of 40 billable hours per week per WWS employee assigned to a given project for the duration of 6 months or more.
- Project Extensions: If a project is extended and the new duration extends into another discount level. Only those hours billed within that duration will be discount. WWS will not make discounts retroactive after an extension.

Project Specific Assumptions

- WWS will have access to site Mon-Friday during daylight hours
- Quote assumes 4 weeks @ 45 hours per week

The project coordinator for these services:

Ian Steele
 World Wind & Solar
 915 Tehachapi-Willow Springs Road
 Tehachapi, CA 93561
 T: 661-822-6410
 C: 661-557-7164
isteele@worldwindsolar.com

Quote for Services AVEK • September 9, 2019

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3



WWS T&C's

WORLD WIND AND SOLAR – GENERAL TERMS AND CONDITIONS

1. These Terms and Conditions ("T&Cs") are incorporated into the bid/proposal from World Wind Services, LLC (d/b/a World Wind and Solar, ("WWS")). The bid is based on the assumption that the work on which WWS has bid will be governed by these T&Cs. The entity accepting the bid and all those on behalf of whom such entity is acting is the "Client".
2. **Payments, Taxes.** All payments due to WWS due within 30 days of invoice unless otherwise agreed to in writing. All unpaid amounts will accrue interest at the rate of 2% per calendar month (or portion thereof) or at the highest rate permitted by California law, whichever is less. In the event that any payment of funds is returned uncollectible for any reason, Client will pay immediately a \$50.00 administrative charge, in addition to any service charges incurred by WWS. Client will pay all taxes (including withholding taxes but not including WWS income taxes), assessments, charges and levies of any governmental authority and will not offset such amounts against or deduct such amounts from the amounts invoiced by WWS.
3. **Warranty.** WWS represents and warrants that (a) it has the right to perform the services on which it has bid (the "Services") and (b) has the requisite licenses, qualifications, experience and ability to properly perform the Services in a workmanlike manner in accordance with customary industry standards. The term of this warranty will not exceed the shorter of 365 days from the completion of the relevant portion of the work or the period specified in a statement of work issued by Client to WWS. Each party will notify the other promptly after becoming aware of a defect. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES, WWS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR FITNESS OR MERCHANTABILITY FOR USE AND/OR A PARTICULAR PURPOSE.
4. **Limitations on Liability.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE) ARISING FROM OR RELATED TO THE SERVICES.
5. **Indemnification.** Each party will indemnify and defend the other party (and each of their respective officers, directors, owners, employees, agents, successors and assigns) against all liability, costs, expenses (including reasonable attorney's fees and costs) or other losses to the extent arising from its negligence, willful misconduct or breach of these T&Cs.
6. **Site Safety.** Prior to the commencement of any work, Client will provide sufficient orientation to WWS and WWS will become familiar with the conditions of the site where Services will be performed (the "Site"). If the Site conditions deteriorate through no fault of WWS, WWS may suspend the Services, without liability, as necessary to protect its personnel and/or property.
7. **WWS Personnel.** WWS has made significant investments in the training of its personnel, the culture of its workplace and the quality of services provided. Consequently, WWS would be materially harmed if Client or any of Client's affiliates solicited or induced any WWS personnel to leave employment with WWS or aided another in doing so ("Solicit"). Client will not Solicit any WWS personnel while they are employed or retained by WWS and for a period of one year following separation from employment. WWS may seek injunctive or other equitable relief, in addition to all other remedies, to enforce these T&Cs.
8. **Confidentiality.** Each party will maintain in confidence all Confidential Information of the other party and each of their respective affiliates and will use, copy and disclose the Confidential Information only as necessary in connection with the Services or with the other party's prior written consent. "Confidential Information" is all business and technical information of a party, whether communicated in writing, orally, electronically or in any other form, including the terms and conditions of the bid. Confidential Information does not include any information that (a) becomes generally available to the public through no fault of a receiving party, (b) was independently developed by a receiving party without access to the disclosing party's Confidential Information or (c) becomes available to a receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not prohibited from transferring the information to the receiving party by a contractual, legal or fiduciary obligation.
9. **Term and Termination.** These T&Cs will remain in effect for one year following completion of the Services; WWS may terminate the Services and these T&Cs if Client fails to pay, when due, any undisputed invoice of WWS or if conditions at the Site remain unsafe for a period of 30 days during any 45 day period. Client may terminate the Services and these T&Cs if WWS fails to perform the Services in accordance with these T&Cs and the bid following at least 15 days prior written notice of such noncompliance. If the Services are
10. terminated as provided in this section, WWS will invoice Client for all portions of the Services completed prior to termination and Client will pay such invoice within 15 days of receipt. If WWS terminates based on Client failure to pay, Client will also reimburse WWS for all actual, reasonable demobilization costs. For termination to be effective, the terminating party must notify the other party in writing.
11. **Insurance.** Each party will procure and maintain, throughout the term, insurance coverage for completed Services, general liability, property damage, automobiles, workers compensation, and professional errors and omissions (as applicable) in amounts required by law, project contract documents or, in the absence of contractual requirements, in amounts customary for the type of Services and Site in the geographic area of the Site.
12. **General Provisions**
 - a. All notices must be in writing and delivered personally, by overnight courier (e.g., Federal Express), or by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set forth in the bid. Notice is deemed given on the earlier of its date of delivery or the third business day after its date of mailing or transmission.
 - b. All Services will be performed during WWS' regular working hours, unless otherwise noted in the bid.
 - c. If WWS cannot gain access to the Site to perform the Services due to conditions beyond its reasonable control, additional charge(s) and stand by fees will apply.
 - d. WWS will not be liable for reasonable delay in performing Services, if such delay is caused by factors beyond its reasonable control, including Client actions or the actions of other providers of services or materials to the Site, public enemy, valid law, acts or requests of any governmental authority, wars or acts of war, terrorist acts, threats of terrorism, floods, fires, storms, strikes, lockouts, delivery of nonconforming or defective raw material, supplies or equipment, interruptions of transportation, freight embargoes or failures, exhaustion or unavailability on the open market or delays in delivery of raw material, supplies, equipment, or services necessary for the performance of the Services, or happening of any unforeseen acts, misfortune, or casualty by which performance is delayed or prevented, provided, however, that WWS will use all commercially reasonable efforts to remedy the situation.
 - e. **Amendments and Waivers.** These T&Cs may be amended or waived only with the written consent of both parties and will supersede any provision of Client terms and conditions or any service agreement or other contract to which Client and WWS are or may become party related to the Services.
 - f. **Severability.** If one or more provisions of these T&Cs are held to be unenforceable under applicable law, the parties will renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from these T&Cs, (ii) the balance of these T&Cs will be interpreted as if such provision were so excluded and (iii) the balance of these T&Cs will be enforceable in accordance with their terms.
 - g. **Notices.** Any notice allowed or required in these T&Cs will be sent certified mail or by electronic mail with return receipt requested. If a notice is to Client, the notice address(es) will be the address to which WWS submitted its bid for the work. If a notice is to WWS, it will be to WWS Legal 915 Tehachapi Willow Springs Rd. Tehachapi, CA 93561.

Quote for Services AVEK - September 9, 2019

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RECOMMENDED BOARD ORDER 8(a-2)

To the Board of Directors

FOR BOARD ACTION

**PURCHASE OF ENVIRONMENTAL SYSTEMS RESEARCH
TECHNOLOGY GEOGRAPHIC INFORMATION SYSTEM SOFTWARE**

The Board of Directors adopted the following board order on
September 24, 2019:

To authorize the general manager to execute agreements with Esri
and Miller Spatial for the not-to-exceed amount of \$36,700 for purchase of
the Environmental Systems Research Technology Geographic Information
System software as presented and recommended.

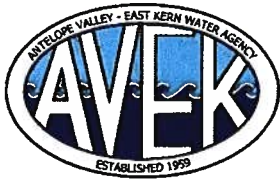
Motion by _____

Second by _____

Carried _____

BOARD ORDER 8(a-2)

09-24-19



STAFF REPORT

To: Board of Directors	Date: September 17, 2019
From: Dwayne Chisam, General Manager	Prepared By: Justin Livesay, Engineering Manager Matthew Knudson, AGM
Subject: Approved IT/Planning Project IT 1-20 – GIS Upgrade/Esri Implementation	
Meeting Dates: Finance Committee: September 20, 2019 and Board of Directors: September 24, 2019	
Agenda Item(s):	Attachment(s): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Staff Recommendation:

Staff requests the Board authorize the General Manager to execute agreements with Esri and Miller Spatial for the not-to-exceed amount of \$36,700.

Summary:

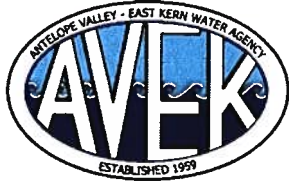
Approved IT/Planning Project IT 1-20 for Fiscal Year 2019/2020 is to begin the process of managing the Geographical Information System (GIS) in-house. In 2017 the Agency selected Nobel Systems to capture, store, and manage our Agency infrastructure in a GIS database at a cost of \$42,400 for set up and ongoing annual costs of \$37,400. Now that our infrastructure has been captured and stored in a GIS database, we are prepared to begin management of our GIS in-house using existing Engineering staff and Esri's ArcGIS Online platform.

In-house management will allow staff to produce better maps and exhibits and make quicker edits and additions to our infrastructure. Miller Spatial will work in tandem with ArcGIS Online to provide an Esri application to continue to allow our Operations staff to manage and respond to DigAlerts to protect our infrastructure from planned construction projects.

\$40,000 was included in the FY2019/2020 budget for this project. This streamlined functionality has a first-year cost of \$36,700 and ongoing annual licensing costs of \$18,000. This equates to a first-year savings of \$700 and recurring annual savings of \$19,400.

Supporting Documents

- Esri proposal and quotation
- Esri Master Agreement
- Miller Spatial DigAlert proposal



PURCHASE ORDER

Antelope Valley-East Kern Water Agency

6500 West Avenue N
 Palmdale, Ca 93551
 Phone 661-943-3201 Fax 661-943-3204

P.O. NUMBER: 19 0195

P.O. DATE: 09/17/2019

The following number must appear on all related correspondence, shipping papers, and invoices:

TO:

Esri
380 New York St.
Redlands, CA 92373
PHONE NO. 909-793-2853
ACCOUNT NO.

PROJECT DESCRIPTION	REQUESTED BY	SHIPPED VIA	ORDER/CONF NO.	TERMS
Capital Project IT 1-20	Justin			

QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL
1		Web GIS Launch Kit (Implementation)	\$ 11,700.00	\$ 11,700.00
2		ArcGIS Online Professional Standard Term License	\$ 2,750.00	\$ 5,500.00
30		ArcGIS Online Field Worker Term License	\$ 350.00	\$ 10,500.00
5		ArcGIS Online Editor Term License	\$ 200.00	\$ 1,000.00
1		Miller Spatial DigAlert workflow	\$ 8,000.00	\$ 8,000.00
				\$ 0.00
				\$ 0.00
		Quote #20545326		\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00

SUBTOTAL	\$ 36,700.00
SALES TAX	
SHIPPING & HANDLING	
OTHER	
TOTAL	\$ 36,700.00

Authorized By: _____ Date _____



April 22, 2019

Matthew Knudson
Assistant General Manager
Antelope Valley East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93551

Dear Mr. Knudson,

The purpose of this letter is to provide estimated budgetary costs for establishing Antelope Valley East Kern Water Agency (AVEK)'s GIS program. These cost options could change based on further evaluation of your needs and how your organization chooses to proceed with ArcGIS. However, the costs being provided are based on well-established and proven industry patterns across our water utility customers in the US.

Esri is recommended a complete solution involving Software, Software as a Service (SaaS), Professional Services and Training. These programs would enable Antelope Valley East Kern Water Agency to reach the following stated goals:

- Develop a more geocentric organization by establishing an in-house GIS program
- Provide secure access to authoritative information for departments, groups, and individuals
- Optimize field and office workflows through deployment of low risk, high reward solutions

Recommendations for Software/Software as a Service

ArcGIS Online GIS Professional Standard Term License

The GIS Professional Standard Term License will enable AVEK to:

- Create and manage 2D and 3D location data
- Manage authoritative data in-house
- Access authoritative data to accelerate your work and expand analysis
- Produce advanced maps with ease
- Share maps, apps, and insights with your team

ArcGIS Online Field Worker Term License

Field Worker Term Licenses will enable AVEK's staff to:

- Use apps for data collection, surveys, and inspections
- Seamlessly integrate field-collected data
- Share updates with your team in real time

ArcGIS Online Editor Term License

The Editor Term Licenses will enable Office staff to:

- Assign and monitor work to field staff
- Add and modify data using browser-based apps
- Review and edit incoming data to improve accuracy
- Securely view your team's maps and apps

Recommendations for Professional Services

The Web-GIS Launch Kit

The WGLK provides up to 3 days of on-site support by 1 Esri Consultant to configure and populate an ArcGIS Organization with maps and apps using the data and content available. During the process of configuring the maps and apps, the Esri consultant will show you how to configure your ArcGIS organizational settings, populate the account with content, and provide best practices on leveraging Web GIS.

Recommendations for Training

AVEK’s designated Training Coordinator has composed a list of training suggestions for both free e-learning (self-paced) and paid instructor-led trainings (see separate document). Training courses are \$650 per day, per person. AVEK choses to start with any paid instructor-led training in Year 1, getting started with the following will prepare AVEK for Year 2:

- ArcGIS Pro Essential Workflows (3-day course)
- Field Data Collection and Management Using ArcGIS (2-day course)

FY 2019 Budgetary Costs

Component	Program	FY 2019	
Software	(2) ArcGIS Online GIS Professional Standard Term License	\$5,500	
Software as a Service (SaaS)	(30) ArcGIS Online Field Worker Term License	\$10,500	
Software as a Service (SaaS)	(5) ArcGIS Online Editor Term License	\$1,000	
Services	2019 Web-GIS Launch Kit (3 days, onsite; one-time cost)	\$11,700	
Training	10-day Training Pass (5 days each for 2 students)	\$6,500	
Current Estimate for 2019		\$35,200	\$28,700

\$28,700

The current pricing estimate for the 2019 Fiscal Year is ~~\$35,200~~ (2019 pricing). This does not include Dig-Alerts/811 Email Processing Professional Services Offering.

Additional Recommendations

Other needs identified through on-going conversations can be accomplished by leveraging one of Esri’s Business Partners. It is recommended that Esri Business Partners be leveraged for:

- Purchasing a GNSS receiver to connect to tablets/smart phones over Bluetooth
- Dig-Alerts/811 Email Processing Long-Term Support

I want to thank you for your interest in ArcGIS and please do not hesitate to contact me if you have any questions.

Thank you,

Abbey Lozano | Account Manager | Esri Global Water Practice



Quotation # 20545326

Date: February 13, 2019

Customer # Contract #

Antelope Valley East Kern Water Agency
6500 West Avenue N
Palmdale, CA 93551

ATTENTION: Matt Knudson
PHONE: (661) 943-3201
FAX:

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/13/2019 To: 08/12/2019

Material	Qty	Description	Unit Price	Total
165536	2	ArcGIS Online GIS Professional Standard Term License	2,750.00	5,500.00
165533	30	ArcGIS Online Field Worker Term License	350.00	10,500.00
165531	5	ArcGIS Online Editor Term License	200.00	1,000.00
144576	1	The Web GIS Launch Kit – Basic services package provides up to 3 days of on-site support by 1 Esri consultant to configure and populate an ArcGIS Organization (ArcGIS Online or ArcGIS Enterprise) with maps and apps using the data and content available. The Esri consultant will start with a resource assessment to determine the available GIS content, capabilities and information product needs. Based on the results the consultant will work with you to prioritize the maps and apps that can be configured during the time available. During the process of configuring the maps and apps, the Esri consultant will show you how to configure your ArcGIS organizational settings, populate the account with content, and provide best practices on leveraging Web GIS. The Web GIS Launch Kit also includes knowledge transfer on: Authoring, registering and sharing content, creating web maps, management and administrative tools, using Web GIS in workflows, and securing content and governance. If the above activities are completed prior to the end of the engagement remaining on-site time can focus on configuring Esri Foundational Apps or building additional Information Products. Topics outside the scope of the Web GIS Launch Kit include but are not limited to: ArcGIS Enterprise Software Installation, Migration of Databases and Applications, Application Development. Customers will be provided a Web GIS Launch Kit questionnaire prior to the on-site visit. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions, preparation requirements, and covered foundational apps can be viewed on the web at https://www.esri.com/en-us/legal/terms/services/ .	11,700.00	11,700.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Abbey Lozano

Email: alozano@esri.com

Phone: (909) 793-2853 x8227

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: 909-793-2853 Fax: 909-307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 02/13/2019 To: 08/12/2019

Quotation # 20545326

Date: February 13, 2019

Customer # Contract #

Antelope Valley East Kern Water Agency
 6500 West Avenue N
 Palmdale, CA 93551

ATTENTION: Matt Knudson
 PHONE: (661) 943-3201
 FAX:

Material	Qty	Description	Unit Price	Total
126959	10	Esri Training Pass per Day Up to 40 Days per Year One Year Term	650.00	6,500.00
			Item Total:	35,200.00
			Subtotal:	35,200.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(Surface Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$35,200.00
				\$28,700

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Abbey Lozano	Email: alozano@esri.com	Phone: (909) 793-2853 x8227
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> <p>If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076</p>		



Quotation # 20545326

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Antelope Valley East Kern Water Agency
6500 West Avenue N
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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/13/2019 To: 08/12/2019

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Abbey Lozano

Email: alozano@esri.com

Phone: (909) 793-2853 x8227

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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April 24, 2019

Mr. Justin Livesay
Engineering Manager
Antelope Valley-East Kern Water Agency
6500 West Avenue N
Palmdale CA 93551

Subject: Proposal for Workforce Application Configuration for DigAlerts

Dear Justin,

This letter proposal is for configuring the Esri Workforce Application for the DigAlert workflow.

The Workforce Application is created by Esri and is included in the software that the District will license through Esri. It is designed for managing work orders in the field and can support many types of Work Orders including DigAlerts, Hydrant Flushing, Valve Exercising, and main break repairs. This proposal is for setting up the Workforce application for DigAlerts. DigAlerts is a regulatory requirement for marking underground utilities. Typically, agencies receive an email notification from the DigAlert system whenever someone submits a ticket through DigAlert indicated they are doing to dig in an area within the boundary of an agency. Miller Spatial's solution will take the email received from DigAlert and create a polygon boundary in GIS from the coordinates in the email. The various information in the email is parsed and added to fields in the created GIS feature. A Work Order is created in the Workforce application which can then be assigned to the District's designated Utility Locate staff. The script can automatically assign all assignments to a specific person, or assign based on geographic areas. Staff will use the Workforce application to identify areas that have an open DigAlert ticket. The map will show the DigAlert ticket boundary and water utilities from the GIS. The locator can fill in the required ticket information and **take a picture** of markings. The assignment can then be marked as complete in the Workforce Application. A Positive Response can then be sent through the Survey123 form that Miller Spatial will setup to work with Workforce.

Scope of Work

The following functionality will be included:

- Tickets will be assigned to locators based on work areas if provided by the agency.
- A GIS "Locates" featureclass will be added to the Agency's existing GIS database that will contain the polygons that define ticket boundaries. This layer can be brought into any other GIS application that the DAgency is using.
- The ArcGIS Workforce App will be setup to coordinate the assignment of tickets.
- Photos can be taken using the Workforce Applications. Photos are saved as attachments with the assignment.
- Survey 1-2-3 will be setup for Positive Response. A **Positive Response** will be sent back to the ticket system after completion of the assignment.

Task 1: Setup up Configuration for processing of USA Tickets

Miller Spatial will configure its Amazon cloud based system for the Agency. It will parse out USA Ticket emails, create a polygon of the boundary for the ticket, and populate all the fields for the ticket. Miller Spatial will create an email that will be used for processing tickets. The Agency will need to add this email to the USA Ticket email Distribution Group. The system will also create an assignment for the Workforce application.

Task 2: Create USA Ticket Web Map

Miller Spatial will create the Web Map that will be used for the USA Ticket workflow by the Workforce application. The Web Map will contain the following:

- Agency Water Assets
- USA Ticket Polygons

Task 3: Configure Workforce Applications

The Esri Workforce Application will be configured for the USA Ticket workflow. This will include adding staff that participate in the entire workflow to the Workforce Application so that staff can review and assign USA Tickets.

Task 4: Training

Miller Spatial will train District staff to use the Workforce app for the USA Ticket workflow. Training will be a half day session on site at the District office. Training will include office and field staff necessary for the entire USA Ticket workflow.

Cost Proposal

The total cost for this scope of work is **\$8,000**.

This scope of work is for the configuration of the Workforce application for USA Tickets using the current email schema. The DigAlert schema may change periodically.

In addition to the implementation cost above, there is an annual maintenance cost of **\$1,000/year**. The first year is included in the implementation cost. This fee will be waived if the District has an annual GIS Support agreement with Miller Spatial. This cost includes automatic configuration changes when required by the DigAlert system and 24 hour support.

Thank you for considering Miller Spatial Services for your GIS needs. Please contact me if you have any questions or concerns.

Sincerely,



Bruce Miller

Founder | GIS Consultant



Master Agreement Products and Services



Agreement No. 00275157

This Master Agreement ("Agreement") is between the entity shown below ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

ANTELOPE VALLEY EAST KERN WATER AGENCY
(Customer)

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (Esri)

Legal Address: _____

380 New York Street, Redlands, CA 92373-8100

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

Email: _____

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- d. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- e. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- f. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- g. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- h. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.

- i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- q. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- r. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- s. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
 4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and

6. Use server Software for Commercial ASP Use only if Customer has procured a Commercial ASP Use license or is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in Attachment B.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools or Online Services, Customer Content, ArcGIS Website, Documentation, or related materials. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. The following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.

3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
 4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
 5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
 6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for

use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.

- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data*. Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data*. Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Esri MapStudio Data*. Customer may create, publicly display, and distribute maps in hard-copy or static electronic format for news-reporting purposes only.
- h. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders**
 - 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
 - 2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task

Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"EMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services (EMCS).
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of EMCS

- a. **General Terms.** Use of EMCS is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment. This paragraph does not apply to EMCS provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement..

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.

- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 - 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;

2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either the BPAP or the EEAP.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"BPAP"** means the Business Partner Advantage Program as described at www.esri.com/partners/bpap/components.
- e. **"EEAP"** means the Esri Enterprise Advantage Program as described at www.esri.com/services/eeap/components.
- f. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- g. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- h. **"Technical Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services comprising advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis allowing access to Professional Services, Training, PSS, and EMCS offerings that provide

Customer with the flexibility to select the offerings that best meet its needs with guidance from Technical Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the BPAP or EEAP website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Telephone: _____
Address: _____
City, State, ZIP: _____

Email: _____
Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

- a. **The EMCS Term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability**—The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests**—A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

- d. **Amount of Data Storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and EMCS.

"Commercial ASP Use" means use as a commercial application service provider, that is, to generate revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" or **"EMCS"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and

- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or

current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any alleged or actual negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site, including use of personal transportation thereto.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and

(iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense. Esri will not agree to any settlement or compromise which requires an admission regarding or inferring Customer's wrongdoing (excluding infringement) without notice to Customer.

5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE 6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general with a minimum coverage of \$1,000,000.00 combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.
- c. Auto liability with a minimum coverage of \$1,000,000.00 combined single limit per occurrence
- d. The CGL and auto liability policies shall: (i) name Customer, its officials, officers, and employees as additional insureds; (ii) waive the right of subrogation; (iii); (iv) provide Customer with prompt prior, written notice of modification or cancellation, provided that no such notice is required if Esri buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this Article 6-Insurance; (v) provide that any insurance or self-insurance maintained by Customer shall be in excess of Esri's insurance and shall not contribute with it; and (vii) have an A.M. Best rating of not less than A minus VIII.
- e. Policies to which this Article 6 refers have a blanket endorsement honoring any contractual requirement to add another entity as an additional insured, to include a waiver of subrogation in favor of such entity, or to identify the coverage as primary. In these cases the certificate of insurance will be annotated to confirm that Customer is covered under the blanket endorsements

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access, all as specifically identified and described in Esri's "Trust Center" including the Esri Products and Services Privacy Statement Supplement. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International

Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Spams, spoofs, or phishes email; transmits junk email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions. A copy of Esri's ArcGIS Service Level Agreement is attached hereto as Attachment E and incorporated herein by reference.

8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct, undisputed invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

9.6 Compliance Review. Customer and Esri will each keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

9.9 Successor and Assigns. Neither party will assign, sublicense, or transfer its rights or delegate its obligations under this Agreement without the other party's prior written consent, and any attempt to do so without consent will be void. Notwithstanding the prior sentence, Esri may assign or transfer its rights or delegate its obligations under this Agreement without Customer's consent provided such assignment, transfer, or delegation is for the sale of all or substantially all of the assets of Esri. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of California govern this Agreement. Venue for any legal action arising out of this Agreement shall be the Superior Court or U.S. District Court having jurisdiction over the County of Los Angeles, California.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will first submit to non-binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will

select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute. If non-binding arbitration fails to finally resolve the dispute, then the parties shall have all remedies available under law or equity.

9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control and not due to a party's negligence. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
 Esri Agreement No. _____
 Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. *Scope of Work: [As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. *Contract Type: [Firm Fixed Price (FFP) or Time and Materials (T&M)]:*
3. *Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):*
4. *Customer Address for the Receipt of Esri Invoices:*
5. *Delivery Schedule or Start/End Date(s) for Each Deliverable:*
6. *Special Considerations:*
7. *Esri Project Manager: [insert name, telephone, fax, and email address]*
Esri Senior Contract Administrator: [insert name, telephone, fax, and email address]
Customer Project Manager: [insert name, telephone, fax, and email address]
Customer Senior Contract Administrator: [insert name, telephone, fax, and email address]
Customer Accounts Payable Contact: [insert name, telephone, fax, and email address]

ACCEPTED AND AGREED:

[sample only—do not sign]
 (Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.

RECOMMENDED BOARD ORDER 8(a-3)

To the Board of Directors

FOR BOARD ACTION

**AGENCY PARTICIPATION IN THE GREATER ANTELOPE VALLEY
WATER EMERGENCY COALITION EVENT**

The Board of Directors adopted the following board order on September 24, 2019:

To authorize the general manager to enter into an agreement for the Agency to participate in the Greater Antelope Valley Water Emergency Coalition (GAVWEC) and share estimated costs in the amount of \$3,750.00, as a co-host of a one-time local event scheduled for October 30, 2019, from 9 a.m. to 1:15 p.m. at the Hellenic Center in Lancaster, California, as presented.

Motion by _____

Second by _____

Carried _____

BOARD ORDER 8(a-3)

09-24-19



STAFF REPORT

To: Board of Directors	Date: September 17, 2019
From: Dwayne Chisam, General Manager	Prepared By: Pam Clark, Executive Assistant Reviewed By: Matthew Knudson, AGM
Subject: Agency participation in the Greater Antelope Valley Water Emergency Coalition event	
Meeting Dates: September 20, 2019 (Finance) & September 24, 2019 (Board) Attachment(s): <input checked="" type="checkbox"/> YES	

Recommendation:

Staff is requesting that the Board:

1. Authorize the General Manager to enter into an agreement for the Agency to participate in the Greater Antelope Valley Water Emergency Coalition (GAVWEC) and share estimated costs of \$3750, as a cohost of a one-time local event scheduled for October 30, 2019

Background:

In response to the recent Ridgecrest earthquakes, upcoming “Great Shake Out 2019”, and “Imagine a Day Without Water 2019”, various local government agencies have agreed to come together under a collaborative coalition to discuss preparations and available resources in the case of water disruptions in the Antelope Valley. The coalition will be co-hosting a special water emergency preparedness summit that will take place at the Hellenic Center in Lancaster, CA on October 30, 2019.

The purpose of the event is to initiate discussions between coalition members, which will tentatively include the cities of Lancaster and Palmdale, Palmdale Water District, L.A. County Waterworks District 40, Quartz Hill Water District, Littlerock Creek Irrigation District, and AVEK (pending approval), as well as participating agencies and elected officials including Indian Wells Valley Water District (IWWVD), Edwards AFB, the Sanitation Districts of L.A. County, CalWARN, L.A. County Office of Emergency Management, the Public Water Agencies Group (PWAG), L.A. County Fire and Sheriff’s Departments, SoCal Gas, SoCal Edison, Rep for Congresswoman Katie Hill, Assemblyman Tom Lackey, Senator Scott Wilk, and Supervisor Kathryn Barger.

The free half-day event, held by invitation, will include lunch and special presentations. Topics that will be covered include emergency planning, how water agencies are prepared to assist, the role of private utilities and first responders during disasters and water disruptions, and effective disaster communications.

Cohosts will share event costs equitably, with AVEK’s portion estimated at \$3750

Budget:

Included in the 2019/2020 Operating Budget for Public Information

Fiscal Impact:

\$3,750 is available under Public Information budgeted Line Item 5300 - Fees and Services. Estimated costs with cost-sharing breakdown:

<u>Agency</u>	<u>Estimated Costs</u>
PWD	\$3750
WW40	\$3750
AVEK	\$3750
LCID	\$1875
QHWD	\$1875
Total Estimated Costs	\$15,000

Supporting Documents

- Tentative Event Program
- Event Flyer



GREATER ANTELOPE VALLEY

WATER EMERGENCY COALITION

Tentative Program October 30, 2019 9 a.m.-1:15 p.m.

Draft 3

8:45-9 a.m. – Arrival

9:15-9:45 a.m. – How are Water Agencies Prepared to Assist?

- AVEK GM Dwayne Chisam
- PWD GM Dennis D. LaMoreaux
- LAC WaterWorks Sr. Civil Engineer Richard Gomez
- LCID GM James Chaissen
- QHWD Chad Reed

9:45-10:15 a.m. – Government Agencies: Planning for Water Emergencies

- Edwards AFB Chief of Engineering Jerry Boetch
- Lancaster Sr. Operations Manager Andrew Noga
- Palmdale Emergency Services Coordinator Nazy C.
- Sanitation Districts of LAC Sr. Civil Engineer Rick Caulkins

10:15- 10:45 a.m. – Elected Officials

- Assemblyman Tom Lackey
- Senator Scott Wilk
- Sup. Kathryn Barger
- Rep for Congresswoman Hill

10:45-11 a.m. – Break

11-11:30 a.m. – Effective Communications Before, During & After Disasters

- CalWARN Rep – Santa Barbara County Office of Emergency Management Director Kelly Hubbard
- LA County Office of Emergency Management Deputy Director Leslie Luke?
- PWAG Emergency Preparedness Coordinator Mike Holmes

11:30 a.m.-noon – The Role of Private Utilities During Water Disruptions

- SoCal Gas?
- Edison?

Noon-12:40 p.m. – Lunch/Keynote by IWVWD GM Don Zbeda

12:40-1 p.m. – Local First Responders: Importance of Disaster Preparedness

- LA County Fire Chief Tom Sullivan
- LA County Sheriff Capt. Todd Weber (Lancaster)?
- LA County Sheriff Capt. Ronald Shaffer (Palmdale)?

1-1:15 p.m. – Q& A

*Question marks indicate unconfirmed attendance.



GREATER ANTELOPE VALLEY



WATER EMERGENCY COALITION

**October 30, 2019
9:00 AM – 1:15 PM**

**John P. Eliopoulos
Hellenic Center
43404 30th St. West
Lancaster, CA 93536**

Natural disasters are unpredictable and can take a major toll on communities. All of us have experienced or know people who have been affected by disasters, including earthquakes, wildfires and flooding. Now, more than ever, our communities need to be prepared for such emergencies. Join us at the Greater Antelope Valley Water Emergency Coalition event to learn how water agencies, cities, counties and other utilities are working together to prepare for water emergencies that may occur when natural disasters hit the Greater Antelope Valley.

Hosted by:



The focus will be on creating resiliency by sharing and learning from our past experiences and current preparations to be better ready for the future. For more information, please call 661-441-5944.

Event is free, but registration is required.

Register today, at bit.ly/2kGA3Ki.

AV Watermaster Board Agenda for 9/25/19

Antelope Valley Watermaster Board
Meeting Agenda
Wednesday, September 25, 2019 – 10:00 a.m.
Location: Antelope Valley – East Kern Water Agency
6450 West Avenue N, Palmdale, CA 93551

Website: <https://zoom.us/j/687127281> Teleconference: (669) 900-6833 Access Code: 687 127 281

*****Please note that the meeting teleconference number and access code has changed*****

1) Call to Order and Pledge of Allegiance

2) Roll Call

BOARD OF DIRECTORS

Robert Parris, AVEK – Chairperson

Dennis Atkinson, Landowners – Vice-Chairperson

Adam Ariki, Los Angeles County Waterworks District 40

John Calandri, Landowners

Leo Thibault, Public Water Suppliers

Phyllis Stanin, Todd Groundwater – Watermaster Engineer

Craig Parton, Price, Postel & Parma LLP – General Counsel

3) Adoption of the Agenda *(Note: At the discretion of the board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.)*

4) Public comments for non-agenda items *(This portion of the agenda allows an individual the opportunity to address the Board on any item regarding Watermaster business that is NOT ON THE AGENDA. Without acting or entering a dialogue with the public, Board members may ask clarifying questions about topics posed by the public. Your matter may be referred to the administrator and/or advisory committee.)*

5) Special Presentations – None

6) Consent Agenda *(Staff Report: Administrator)*

A. Payment of the bills through September 20, 2019

B. Treasurer’s Report for the month ending August 31, 2019

C. Minutes of August 28, 2019 Watermaster Meeting

7) Advisory Committee Report *(Advisory Committee Chair LaMoreaux)*

8) Action Items

A. Well Applications i.e., Small Pumper Qualifying and Monitoring Wells *(Staff Report: Administrator)*
a. Consideration and possible action on Resolution No. R-19-28 Small Pumper Qualifying Well applications.

B. Well Applications i.e., New Production and New Points of Extraction Applications *(Staff Report: Engineer)*
a. Consideration and possible action on Resolution No. R-19-29 New Production and New Points of Extraction Applications.

C. Groundwater Banking and Recovery Storage Application - Rosamond Community Service District

(Staff Report: Engineer)

- a. Review and Findings – Todd Groundwater Memorandum
- b. Consideration and possible action to approve the Groundwater Banking and Recovery Storage Application for Rosamond Community Services District

D. Groundwater Banking and Recovery Storage Application – Littlerock Creek Irrigation District

(Staff Report: Engineer)

- a. Review and Findings – Todd Groundwater Memorandum
- b. Consideration and possible action to approve the Groundwater Banking and Recovery Storage Application for Littlerock Creek Irrigation District

E. Antelope Valley State Water Contractors Association Replacement Water Agreement

(Staff Report: Administration)

- a. Consideration and possible action to approve Replacement Water Agreement between Antelope Valley State Water Contractors Association and Antelope Valley Watermaster.

F. 2020-2021 Scope of Work *(Staff Report: Administration)*

G. Rules and Regulations Update *(Staff Report: Engineer)*

9) Administrator's Report

- a. Holiday Meeting Schedule – Staff recommends next meeting to be held on December 4, 2019.

10) Watermaster Engineer's Report

11) General Counsel's Report

- a. Meter Compliance
- b. Derrick Update
- c. SCI Joshua Memorial Update
- d. Update on Known Producers Pumping Outside of the Judgment
- e. Update on Appeals
- f. Discussion on voting and conflict of interest

12) Board Members Request for Future Agenda Items

13) Adjournment – Next meeting