



Bear Valley Basin

Groundwater Sustainability Agency

C/O City of Big Bear Lake, Department of Water
Attention: Reginald A. Lamson
PO Box 1929 Big Bear Lake, CA 92315

Big Bear Municipal Water District, at

40524 Lakeview Drive, Big Bear Lake, CA 92315

May 30, 2018

at 5:00 pm

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability related modification or accommodation to participate in this meeting, please contact Reggie Lamson at (909) 866-5050. Requests must be made as early as possible and at least one full business day before the start of the meeting. Documents and material relating to an open session agenda item that are provided to the Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at 41972 Garstin Drive, Big Bear Lake, CA 92315. The documents are also available at Big Bear Municipal Water District, 40524 Lakeview Drive, Big Bear Lake, CA 92315.

1. CALL TO ORDER; ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS This time is reserved for members of the public to address the Board relative to matters not on this agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to three minutes per person.
4. CONSENT CALENDAR
 - a. Approval of minutes from the October 18, 2017 meeting
5. RESOLUTION NO. 2018-01 ADOPTION OF POLICY FOR THE MANAGEMENT AND DISBURSEMENT OF CASH
6. SUPPORT FOR CITY OF BIG BEAR LAKE, DWP SAWMILL WELL PUMPING PLANT PROJECT
7. PROVIDE FINANCIAL SUPPORT TO SAWPA REGARDING PROPOSITION 1 GRANT APPLICATION CONSULTANT

8. RESOLUTION NO. 2018-02 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND BBARWA, A MEMBER AGENCY
9. RESOLUTION NO. 2018-03 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND MWD, A MEMBER AGENCY
10. RESOLUTION NO. 2018-04 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND DWP, A MEMBER AGENCY
11. RESOLUTION NO. 2018-05 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND BBCCSD, A MEMBER AGENCY
12. ELECTION OF OFFICERS AND MEETING LOCATION FOR 2018
13. ENVIRONMENTAL/ PRELIMINARY ENGINEERING FOR BVWSP UPDATE (INFORMATION ONLY)
14. DWR BASIN REPRIORITIZATION UPDATE (INFORMATION ONLY)
15. CLOSING COMMENTS This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.
16. DATE AND TIME OF NEXT MEETING
17. CLOSED SESSION - None
18. ADJOURN

BOARD OF BEAR VALLEY BASIN
GROUNDWATER SUSTAINABILITY AGENCY
REGULAR MEETING MINUTES
OCTOBER 18, 2017

OPEN SESSION

A regular meeting of the Bear Valley Basin Groundwater Sustainability Agency was called to order at 2:30PM on October 18, 2017 by Chairman Ludecke at 40524 Lakeview Drive, Big Bear Lake, California 92315.

1. BOARD MEMBERS PRESENT:

Bob Ludecke, Chairman
Craig Hjorth, Treasurer
John Green, Vice Chairman
Liz Harris, Secretary

2. PLEDGE OF ALLEGIANCE Bob Ludecke, Chairman

3. ACKNOWLEDGEMENT OF UPDATED JOINT POWER AGREEMENT AND INSTALLATION OF NEW JPA BOARD MEMBER REPRESENTING BBARWA

Items were collected or sent to the appropriate attorney's office for signatures

4. PUBLIC COMMENTS

No public comments were received.

5. CONSENT CALENDAR

- A. Approve Minutes of Regular Board Meeting Dated May 25, 2017.
- B. Direct Staff to File the Updated Joint Powers Agreement with the State and San Bernardino County LAFCO, as needed
- C. Approve Conflict Waiver Letter

Motion made by Vice Chairman Green, seconded by Treasurer Hjroth and carried 4-0 to approve the Consent Calendar.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

6. APPOINT BOARD SECRETARY

Motion made by Vice Chairman Green, seconded by Secretary Harris and carried 4-0 to approve the appointment of Liz Harris as Board Secretary.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

7. APPOINT BOARD TREASURER

Motion made by Secretary Harris, seconded by Vice Chairman Green and carried 4-0 to approve the appointment of Craig Hjorth as Board Treasurer.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

8. RESOLUTION SETTING AUTHORIZED SIGNATURES TO ESTABLISH AGENCY BANK ACCOUNT

Motion made by Vice Chairman Green, seconded by Treasurer Hjorth and carried 4-0 to approve the Resolution 2017-03 setting authorized signatures Craig Hjorth and Reginald Lamson to the Agency's bank account.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

9. PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE BOARD OF DIRECTOR OF THE BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY ADOPTING A CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Motion made by Vice Chairman Green, seconded by Treasurer Hjorth and carried 4-0 to approve the Resolution 2017-04 adopting a conflict of interest code pursuant of the Political Reform Act of 1974.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

10. DISCUSSION AND POTENTIAL APPROVAL OF RESOLUTION ADOPTING AGENCY BYLAWS

Motion made by Secretary Harris, seconded by Treasurer Hjorth and carried 4-0 to approve the Resolution 2017-05 adopting Agency Bylaws after a minor adjustment is made to the document.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

11. DISCUSSION AND POTENTIAL ACTION REGARDING FUNDING A PROPOSITION 1 GRANT APPLICATION FOR A POTENTIAL GROUNDWATER SUSTAINABILITY PLAN

Discussion:

Laine Carlson, a representative from Water Systems Consulting, Inc (WSC), gave the Board an update on this possible grant opportunity. She explained that we are still trying to reprioritize the basin as a low priority basin. President Ludecke asked about how the basin's grading system worked. Interim Administrator, Reggie Lamson, described the grading system. Vice President Green understood the reclassification, but since the ball is already rolling at our current, medium classification, will that affect any grant opportunities? Mr. Lamson replied that he was not sure if a reprioritization would affect the grant conditioning. Mr. Green asked about the effect of becoming a lower priority, if we would still be doing the plan. Mr. Lamson responded that there are still benefits to the agency even if we do not have to complete the actual plan. Big Bear Municipal Water District Legal Counsel, Keith Lemieux, suggested that we continue the agency even if reprioritized as low. Mrs. Carlson continued with her presentation and explained that in some cases, disadvantaged communities can have the cost sharing portion covered by the grant. Mr. Lemieux said we are in good positioning for grant funding.

11A.

Motion made by Secretary Harris, seconded by Vice Chairman Green and carried 4-0 to approve staff to enter into a contract with WSC to prepare Proposition 1 Grant Application.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

11B.

Motion made by Vice Chairman Green, seconded by Treasurer Hjorth and carried 4-0 to approve staff to submit a Proposition 1 Grant Application to seek State funding for the preparation of the GSP.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

11C.

Motion made by Treasurer Hjorth, seconded by Secretary Harris and carried 4-0 to approve Resolution 2017-06, authorizing staff to submit a grant application to seek State funding for the preparation of the GSP and to enter into a grant agreement with the State if the application is successful.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

12. DISCUSSION AND POTENTIAL ACTION REGARDING AGENCY BUDGETING FOR GSA FORMATION AND RELATED UP-FRONT COSTS

Motion made by Treasurer Hjorth, seconded by Secretary Harris and carried 4-0 to approve budgeting for the GSA Formation and related Up-Front Cost.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

13. DISCUSSION AND POTENTIAL APPROVAL OF A RESOLUTION OF SUPPORT FOR THE BIG BEAR VALLEY WATER SUSTAINABILITY PROJECT

Motion made by Secretary Harris, seconded by Vice Chairman Green and carried 4-0 to approve to support the Big Bear Valley Water Sustainability Project.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

14. DISCUSSION AND POTENTIAL ACTION REGARDING POTENTIAL APPLICATION TO REVISE GROUNDWATER BASIN BOUNDARIES

Motion made by Treasurer Hjorth, seconded by Vice Chairman Green and carried 4-0 to approve the potential application to revise the groundwater basin boundaries.

AYES: Ludecke, Green, Hjorth, Harris

NOES: -

ABSTAIN: -

15. ADMINISTRATOR REPORT

Discussion: No comments were made

16. LEGAL COUSEL REPORT

Discussion: No comments were made

17. PRELIMINARY DISCUSSION OF FUTURE ACTION ITEMS

- a. Future Adoption of Board Policies
- b. Budgeting Issues

Discussion: No Comments were made

18. CLOSING COMMENTS

Vice President Green wanted to let everyone know that he has always been in favor of reclaimed groundwater projects and is glad to see this project is moving forward.

19. DATE AND TIME OF NEXT MEETING

Date: May 30, 2018
Location: 40524 Lakeview Dr,
Big Bear Lake, CA 92315
Time: 5:00 PM

20. CLOSED SESSION - None

21. ADJOURN

There being no further business, the meeting was adjourned at 5:50 PM.

Liz Harris, Secretary to the Board

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: May 30, 2018

AGENDA ITEM: 5

SUBJECT:

RESOLUTION NO. 2018-01 ADOPTION OF POLICY FOR THE MANAGEMENT AND DISBURSEMENT OF CASH

RECOMMENDATION:

Staff recommends adopting Resolution No. 2018-01 adopting Policy No. 2018-01 Cash Management and Disbursement

DISCUSSION/FINDINGS:

At the October 2017 meeting of the BVBGSA's Board of Directors, the Board authorized the Treasurer and Administrator to establish bank accounts. Staff recommends adopting a policy for the management and disbursement of cash to ensure the assets of the agency are safeguarded.

An operating bank account will be established after the adoption of the proposed policy.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator



Bear Valley Basin
Groundwater Sustainability Agency
POLICY

Policy #2018-01

Cash Management and Disbursement Policy

Date Established: May 30, 2018

Date Last Amended:

DRAFT

I. PURPOSE

The purpose of the Cash Management and Disbursement Policy is to ensure adequate controls are in place to safeguard the cash and investments of the agency.

II. ACCOUNTS IN SERVICE

The Bear Valley Basin Groundwater Sustainability Agency (BVBGSA), a joint powers authority (JPA), will maintain the following accounts for the purposes described below:

1. Operating Account for receiving deposits and disbursing payments for accounts payable.
2. Other cash accounts as deemed necessary by the Board of Directors.

III. ESTABLISHING NEW ACCOUNTS

New accounts must be authorized in advance by action of the Board of Directors.

IV. CLOSING ACCOUNTS

Existing accounts may be closed at the direction of the Administrator with concurrence from the Treasurer.

V. DISBURSEMENTS

The BVBGSA will make regular disbursements from the Operating Account for payment of vendors or participating member agencies of the JPA.

A. Positive Pay Authorization

The BVBGSA will establish Positive Pay Authorization for the BVBGSA's Operating Account. The Positive Pay Authorization service validates checks presented for payment from the BVBGSA's account using a data file uploaded to the bank's operation center. This system is used to mitigate the risk of fraudulent payments being processed.

The primary responsibility for uploading the Positive Pay data to the Bank will rest with the Treasurer's Assistant, however, alternates will be trained and authorized to use the system in the event the Treasurer's Assistant is not available. Individuals authorized to upload data to the Positive Pay Authorization system will be limited to the following:

1. Treasurer's Assistant (Primary)
2. Secretary's Assistant
3. Administrator
4. Treasurer

B. Signature Requirements

1. Check signers will include:
 - The Treasurer of the Board of Directors
 - Administrator
 - Three other Directors
2. Checks will be manually signed unless facsimile signatures are authorized by the Board of Directors by resolution.
3. Checks under \$5,000 may be processed with a single signature if a second signer is not available.
4. Checks of \$5,000 or more require two signatures.

C. Standard Disbursements

1. Vendor Payments/Member Agency Reimbursements

Vendor payments and/or member agency reimbursements will be made on a monthly basis. Checks will be processed on the first Thursday of each month and mailed on Friday.

2. Recurring Automated Clearing House (ACH)/Electronic Funds Transfers (EFT)

ACH filtering will be applied to all bank accounts that restrict the ability to electronically debit BVBGSA bank accounts without prior authorization of the Treasurer.

D. Manual Checks

3. Purpose

Manual checks may be prepared when a payment is due prior to the next regularly scheduled check run. Every effort will be made to ensure that payments are processed through the regular check run to avoid payments by manual check.

4. Authorities

Manual checks are subject to the same signature requirements as standard disbursements.

E. Electronic Payments/Wire Transfers

Non-recurring electronic payments must be authorized in advance under the same signature requirements as standard payments. Requests for electronic payments must be made one week prior to the required transfer date. The Administrator may waive the one week requirement at his/her discretion provided the required authorizations have been obtained.

VI. DEPOSITS

Bank deposits are prepared by the Treasurer's Assistant or his/her designee and reviewed by the Administrator.

VII. PETTY CASH

The BVBGSA may maintain a petty cash fund with an imprest balance of \$200. Disbursements from petty cash are typically for immediate needs and small amounts. The account is reconciled as needed, by the Secretary's Assistant, when the balance needs to be replenished. The reconciliation and supporting detail is reviewed by the Treasurer's Assistant prior to replenishing.

VIII. RECONCILIATION

All bank statements shall be reconciled to the corresponding general ledger account on a monthly basis. Reconciliations are to be completed within 10 business days of receipt of bank statement.

IX. INVESTMENTS

When possible, excess cash balances may be swept into an investment fund approved by the Board of Directors by resolution.

RESOLUTION NO. 2018-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
ADOPTING POLICY NO. 2018-01,
CASH MANAGEMENT AND DISBURSEMENT POLICY**

WHEREAS, on October 18, 2017, the Board of Directors (Board) authorized the Treasurer to establish bank accounts on behalf of the Bear Valley Basin Groundwater Sustainability Agency (BVBGSA); and

WHEREAS, the Board of Directors wishes to adopt a policy for the management and disbursement of cash from said account(s);

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of BVBGSA does hereby adopt Policy No. 2018-01, Cash Management and Disbursement Policy, attached hereto.

PASSED, APPROVED, and ADOPTED this 30th day of May, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert C. Ludecke, Chairman
Board of Directors

ATTEST:

Elizabeth Harris, Secretary
Board of Directors

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: May 30, 2018

AGENDA ITEM: 6

SUBJECT:

SUPPORT FOR CITY OF BIG BEAR LAKE, DWP SAWMILL WELL PUMPING PLANT PROJECT

RECOMMENDATION:

GSA staff recommends that the Bear Valley Basin Groundwater Sustainability Agency provide a letter of support (attached) for the grant funding opportunity that the City of Big Bear Lake, Department of Water and Power (DWP) has been identified to receive for the construction of the Sawmill Well Pumping Plant Project.

DISCUSSION/FINDINGS:

GSA staff recommends the BVBGSA support the Department of Water Resources (DWR) Prop 1 grant funding for the Sawmill Well Pumping Plant Project. The Sawmill Well Pumping Plant Project will improve groundwater basin management and drought resiliency within the Bear Valley Basin (BVB). The BVB consists of 11 sub-basins with 2 water purveyors – both of which are member agencies of the BVBGSA. The Sawmill Well Pumping Plant Project will be installed in the currently underutilized West Baldwin sub-basin and water will be pumped to the Angels Camp Reservoir, which can serve the majority of the Bear Valley community. The DWP maintains two water system interties with Big Bear City Community Services District (BBCCSD), and in times of need, DWP can provide water to CSD via these interties. By drawing water from an under-utilized sub-basin, and being able to distribute it to both water purveyors, it will allow us to rest sub-basins that are being used at or near their perennial yield.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator



Bear Valley Basin Groundwater Sustainability Agency

Board of Directors

Bob Ludecke – BBMWD
John Green – BBCCSD
Craig Hjorth– BBLDWP
Liz Harris– BBARWA

5/30/2018

To: California Department of Water Resources

From: Bear Valley Basin Groundwater Sustainability Agency
P.O. Box 1929
Big Bear Lake, CA 92315

Subject: Support for SGWP Grant Funding – Basin Resiliency: Sawmill Well Pumping Plant

To whom it may concern:

The Bear Valley Basin Groundwater Sustainability Agency (BVBGSA) is writing to provide support for the grant opportunity that the City of Big Bear Lake, Department of Water and Power (DWP) has been identified to receive grant funding to construct the Sawmill Well Pumping Plant. The BVBGSA is developing the Groundwater Sustainability Plan (GSP) for the basin. The Sawmill Well Pumping Plant will be included in the GSP, as it enhances the water sustainability of the Bear Valley Basin (BVB).

The Sawmill Well Pumping Plant will improve water management and drought resiliency within the BVB. The BVB consists of 11 sub-basins with 2 water purveyors – both of which are member agencies of the BVBGSA. The well pumping plant will be installed in the underutilized West Baldwin sub-basin and water will be pumped to the Angels Camp Reservoir, which can serve the majority of the Bear Valley. The DWP maintains two water system interties with Big Bear City Community Services District (CSD), and in times of need, DWP can provide water to CSD via these interties. By drawing water from an under-utilized sub-basin, and being able to distribute it to both water purveyors, it will allow both water purveyors to rest sub-basins that are being used at or near their perennial yield.

Please accept this endorsement of the Sawmill Well Pumping Plant project.

Respectfully,

Robert Ludecke
BVBGSA Chairman

P.O. 1929· Big Bear Lake, CA 92315-1929 · (909) 866-5050 · E-mail: www.bbldwp.com

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: May 30, 2018

AGENDA ITEM: 7

SUBJECT:

**PROVIDE FINANCIAL SUPPORT TO SAWPA REGARDING PROPOSITION 1
GRANT APPLICATION CONSULTANT**

RECOMMENDATION:

Staff recommends the BVBGSA provide partial funding (not to exceed \$10,000) for SAWPA's consultant to review DWR Prop 1 grant applications.

DISCUSSION/FINDINGS:

SAWPA is responsible for distributing approximately \$52,000,000 of DWR Prop 1 funding for planning and construction projects. SAWPA has published an RFP for consulting service to provide a non-bias review of DWR Prop 1 grant applications and make award recommendations to SAWPA. SAWPA has requested funding support for this effort from water agencies located within the Santa Ana Watershed boundaries. The BVBGSA's four member agencies have supported SAWPA's regional projects in the past and request the Boards approval to partially fund this project. Each member agency will be responsible to fund 25% (up to \$2,500) of the BVBGSA's proportionate share of the consultant's cost.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *May 30, 2018*

AGENDA ITEM: *8*

SUBJECT:

RESOLUTION NO. 2018-02 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND BBARWA, A MEMBER AGENCY

RECOMMENDATION:

GSA staff recommends adopting Resolution No. 2018-02 approving a staffing agreement between the BVBGSA and BBARWA, a member agency.

DISCUSSION/FINDINGS:

In order to meet various legal obligations, counsel recommends that the BVBGSA enter into an agreement with BBARWA, a member agency regarding staffing and related issues. The agreement is attached.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

RESOLUTION NO. 2018-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
APPROVING A STAFFING AGREEMENT BETWEEN BVBGSA AND BBARWA**

WHEREAS, on October 18, 2017, the Board of Directors (Board) approved an amended agreement for the formation of a joint powers authority for the management of the Bear Valley Groundwater Basin; and

WHEREAS, on October 18, 2017, the Board of Directors (Board) adopted the bylaws of the Bear Valley Basin Groundwater Sustainability Agency (BVBGSA); and

WHEREAS, the Board of Directors wishes to approve a staffing agreement between BVBGSA and BBARWA;

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of BVBGSA does hereby approve a staffing agreement between BVBGSA and BBARWA, attached hereto.

PASSED, APPROVED, and ADOPTED this 30th day of May, 2018.

AYES:
NOES:
ABSTAIN:
ABSENT:

Robert C. Ludecke, Chairman
Board of Directors

ATTEST:

Elizabeth Harris, Secretary
Board of Directors

SERVICE AGREEMENT BETWEEN THE BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY AND
BIG BEAR AREA REGIONAL WASTEWATER AGENCY

THIS AGREEMENT is made and effective this 30th day of May, 2018, by and between the Bear Valley Groundwater Sustainability AGENCY, a joint powers public agency (“AGENCY”), and the BIG BEAR AREA REGIONAL WASTEWATER AGENCY, a municipal water department (“BBARWA”). AGENCY and BBARWA are sometimes referred to herein as the “Party” or, collectively, the “Parties.”

RECITALS

WHEREAS, the Bear Valley Basin Groundwater Sustainability AGENCY is a joint powers public agency under Section 6500, et seq., of the Government Code pursuant to the Joint Powers Agreement By and Among the BIG BEAR AREA REGIONAL WASTEWATER AGENCY, Big Bear Municipal Water District, Big Bear City Community Services District, and City of Big Bear Lake, Department of Water and Power for the Formation of a Joint Powers AGENCY and Management of the Bear Valley Groundwater Basin (“Joint Powers Agreement”); and

WHEREAS, the Board of Directors of the AGENCY desires to utilize BBARWA’s services, pursuant to Section 15 of the Joint Powers Agreement and Sections 3.8 and 6.2 of the AGENCY’s Bylaws, for the purpose of providing certain services to the AGENCY; and

WHEREAS, BBARWA has represented to the AGENCY that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.

NOW, THEREFORE, based on the foregoing Recitals, the AGENCY and BBARWA agree as follows:

1. Scope of Services. BBARWA shall be responsible for:

- (i) Administration. Tasks to support the Authority and its Board of Directors including, for example, recording meeting minutes and other Board Secretary related duties. If included in the Scope of Services, DWP may designate one of its senior financial officers (such as its chief financial officer, director of finance or finance manager) to assist the Treasurer of the Authority.
- (ii) Finance. Specified tasks, as set forth in the Scope of Services, related to monitoring, reporting, and analysis required to conduct financial activities of the Authority.
- (iii) Other Services. Any other specified administrative or other tasks related to support for the Authority and its Board of Directors.

2. Performance of BBARWA's Obligations.

a. Location of Services. Whenever possible, all services to be provided by BBARWA under this Agreement shall be carried out from one of the member agency's offices.

b. BBARWA's Employees. When appropriate, BBARWA shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("BBARWA Employees") as part of their regular duties for BBARWA. The Parties acknowledge and agree that at all times BBARWA Employees shall remain under the exclusive control of the BBARWA Board of Directors, a supervisor or manager that reports directly to the BBARWA General Manager or the BBARWA Board of Directors, or a management employee subject to the exclusive control of the BBARWA Board of Directors, such as the BBARWA General Manager. Subject to the AGENCY's power to set the overall budget for compensation of independent contractors, the AGENCY shall not have any right to control the manner or means in which the BBARWA Employees perform services under this Agreement. Rather, BBARWA shall have the sole and exclusive AGENCY to do the following:

- (i) Make decisions regarding the hiring, retention, discipline or termination of BBARWA Employees. The AGENCY will have no discretion over those functions.
- (ii) Determine the wages to be paid to BBARWA Employees, including any pay increases. These amounts shall be determined in accordance with

BBARWA's published publicly available pay schedule and shall be subject to changes thereto approved by the BBARWA board of directors.

(iii) Set the benefits of BBARWA Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with BBARWA's policies.

(iv) Evaluate the performance of BBARWA Employees through performance evaluations performed by a management level employee that reports directly to the BBARWA General Manager or the BBARWA board of directors.

(v) Perform all other functions related to the service, compensation, or benefits of the BBARWA Employees assigned to perform services under this Agreement.

b. Insurance. BBARWA shall maintain comprehensive general public liability and automobile insurance policies in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for all coverages and naming the AGENCY and its other Member Agencies as additional insureds. BBARWA shall also maintain Workers' Compensation Insurance for its employees and agents with limits as prescribed by law. BBARWA waives all subrogation rights against the AGENCY and its other Member Agencies. Written evidence in a form acceptable to the AGENCY of all insurance coverages shall be provided to the AGENCY. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the AGENCY.

c. Indemnification. Subject to any other obligation of the AGENCY, BBARWA shall fully indemnify and save the AGENCY free and harmless from any and all claims, demands, losses, fines, penalties and/or liabilities of any kind or nature, asserted or otherwise, that may arise from, be occasioned by, or be otherwise related to, the performance or nonperformance by BBARWA of the services, duties, and obligations provided for in this Agreement. In the event BBARWA retains the services of a contractor or subcontractor to assist BBARWA in the performance of its duties, BBARWA shall require the contractor or subcontractor to procure and maintain a policy of comprehensive public liability and property damage insurance, at its sole cost and expense, adequate to protect the AGENCY.

3. BBARWA's Compensation

The AGENCY is funded by each of the four member agencies. Periodically, each member agency will provide in-kind services to the AGENCY. These in-kind services are expected to balance out over time, so individual monthly billing from each agency will not be required.

4. Miscellaneous.

a. Commencement and Termination of Services. BBARWA shall begin providing services under this Agreement beginning on July 1, 2017. BBARWA shall provide services under this Agreement for a term of five years; provided, however, that either Party may terminate this Agreement, without cause, upon 60 days prior written notice. After the expiration of the five-year term, this agreement shall also automatically renew for consecutive one-year periods unless earlier terminated.

b. Compliance with Law. BBARWA shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, BBARWA shall immediately notify the AGENCY in writing of the fact and the reasons therefor.

c. Independent Contractor. BBARWA shall perform the services required under this Agreement as an independent contractor, and not as an employee of AGENCY. BBARWA shall use its own employees, contractors and subcontractors in the performance of the services required by this Agreement and those employees, contractors and subcontractors shall not be deemed employees, contractors or subcontractors of the AGENCY. BBARWA Employees assigned to provide services under this Agreement on behalf of BBARWA shall be under the exclusive control of BBARWA and shall remain employees of BBARWA and shall not be employees of the AGENCY.

d. Dispute Resolution. Any disputes regarding this Agreement shall be subject to the Dispute Resolution provisions under Section 16 of the Joint Powers Agreement.

e. Assignment. Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by BBARWA without the prior written consent of the AGENCY.

f. Further Acts. Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

g. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY

Chairman, Board of Directors

BIG BEAR AREA REGIONAL WASTEWATER
AGENCY

Chairman, Board of Directors

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *May 30, 2018*

AGENDA ITEM: *9*

SUBJECT:

RESOLUTION NO. 2018-03 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND MWD, A MEMBER AGENCY

RECOMMENDATION:

GSA staff recommends adopting Resolution No. 2018-03 approving a staffing agreement between the BVBGSA and MWD, a member agency.

DISCUSSION/FINDINGS:

In order to meet various legal obligations, counsel recommends that the BVBGSA enter into an agreement with MWD, a member agency regarding staffing and related issues. The agreement is attached.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

RESOLUTION NO. 2018-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
APPROVING A STAFFING AGREEMENT BETWEEN BVBGSA AND MWD**

WHEREAS, on October 18, 2017, the Board of Directors (Board) approved an amended agreement for the formation of a joint powers authority for the management of the Bear Valley Groundwater Basin; and

WHEREAS, on October 18, 2017, the Board of Directors (Board) adopted the bylaws of the Bear Valley Basin Groundwater Sustainability Agency (BVBGSA); and

WHEREAS, the Board of Directors wishes to approve a staffing agreement between BVBGSA and MWD;

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of BVBGSA does hereby approve a staffing agreement between BVBGSA and MWD, attached hereto.

PASSED, APPROVED, and ADOPTED this 30th day of May, 2018.

AYES:
NOES:
ABSTAIN:
ABSENT:

Robert C. Ludecke, Chairman
Board of Directors

ATTEST:

Elizabeth Harris, Secretary
Board of Directors

SERVICE AGREEMENT BETWEEN THE BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY AND
BIG BEAR MUNICIPAL WATER DISTRICT

THIS AGREEMENT is made and effective this 30th day of May, 2018, by and between the Bear Valley Groundwater Sustainability AGENCY, a joint powers public agency (“AGENCY”), and the Big Bear Municipal Water District, a municipal water district (“MWD”). AGENCY and MWD are sometimes referred to herein as the “Party” or, collectively, the “Parties.”

RECITALS

WHEREAS, the Bear Valley Basin Groundwater Sustainability AGENCY is a joint powers public agency under Section 6500, et seq., of the Government Code pursuant to the Joint Powers Agreement By and Among the Big Bear Municipal Water District, City of Big Bear Lake, Department of Water and Power, Big Bear City Community Services District, and Big Bear Area Regional Wastewater Agency for the Formation of a Joint Powers AGENCY and Management of the Bear Valley Groundwater Basin (“Joint Powers Agreement”); and

WHEREAS, the Board of Directors of the AGENCY desires to utilize MWD’s services, pursuant to Section 15 of the Joint Powers Agreement and Sections 3.8 and 6.2 of the AGENCY’s Bylaws, for the purpose of providing certain services to the AGENCY; and

WHEREAS, MWD has represented to the AGENCY that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.

NOW, THEREFORE, based on the foregoing Recitals, the AGENCY and MWD agree as follows:

1. Scope of Services. MWD shall be responsible for:

- (i) Administration. Tasks to support the Authority and its Board of Directors including, for example, recording meeting minutes and other Board Secretary related duties. If included in the Scope of Services, DWP may designate one of its senior financial officers (such as its chief financial officer, director of finance or finance manager) to assist the Treasurer of the Authority.
- (ii) Finance. Specified tasks, as set forth in the Scope of Services, related to monitoring, reporting, and analysis required to conduct financial activities of the Authority.
- (iii) Other Services. Any other specified administrative or other tasks related to support for the Authority and its Board of Directors.

2. Performance of MWD's Obligations.

a. Location of Services. Whenever possible, all services to be provided by MWD under this Agreement shall be carried out from one of the member agency's offices.

b. MWD's Employees. When appropriate, MWD shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("MWD Employees") as part of their regular duties for MWD. The Parties acknowledge and agree that at all times MWD Employees shall remain under the exclusive control of the MWD Board of Directors, a supervisor or manager that reports directly to the MWD General Manager or the MWD Board of Directors, or a management employee subject to the exclusive control of the MWD Board of Directors, such as the MWD General Manager. Subject to the AGENCY's power to set the overall budget for compensation of independent contractors, the AGENCY shall not have any right to control the manner or means in which the MWD Employees perform services under this Agreement. Rather, MWD shall have the sole and exclusive AGENCY to do the following:

- (i) Make decisions regarding the hiring, retention, discipline or termination of MWD Employees. The AGENCY will have no discretion over those functions.
- (ii) Determine the wages to be paid to MWD Employees, including any pay increases. These amounts shall be determined in accordance with MWD's

published publicly available pay schedule and shall be subject to changes thereto approved by the MWD board of directors.

(iii) Set the benefits of MWD Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with MWD's policies.

(iv) Evaluate the performance of MWD Employees through performance evaluations performed by a management level employee that reports directly to the MWD General Manager or the MWD board of directors.

(v) Perform all other functions related to the service, compensation, or benefits of the MWD Employees assigned to perform services under this Agreement.

b. Insurance. MWD shall maintain comprehensive general public liability and automobile insurance policies in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for all coverages and naming the AGENCY and its other Member Agencies as additional insureds. MWD shall also maintain Workers' Compensation Insurance for its employees and agents with limits as prescribed by law. MWD waives all subrogation rights against the AGENCY and its other Member Agencies. Written evidence in a form acceptable to the AGENCY of all insurance coverages shall be provided to the AGENCY. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the AGENCY.

c. Indemnification. Subject to any other obligation of the AGENCY, MWD shall fully indemnify and save the AGENCY free and harmless from any and all claims, demands, losses, fines, penalties and/or liabilities of any kind or nature, asserted or otherwise, that may arise from, be occasioned by, or be otherwise related to, the performance or nonperformance by MWD of the services, duties, and obligations provided for in this Agreement. In the event MWD retains the services of a contractor or subcontractor to assist MWD in the performance of its duties, MWD shall require the contractor or subcontractor to procure and maintain a policy of comprehensive public liability and property damage insurance, at its sole cost and expense, adequate to protect the AGENCY.

3. MWD's Compensation

The AGENCY is funded by each of the four member agencies. Periodically, each member agency will provide in-kind services to the AGENCY. These in-kind services are expected to balance out over time, so individual monthly billing from each agency will not be required.

4. Miscellaneous.

a. Commencement and Termination of Services. MWD shall begin providing services under this Agreement beginning on July 1, 2017. MWD shall provide services under this Agreement for a term of five years; provided, however, that either Party may terminate this Agreement, without cause, upon 60 days prior written notice. After the expiration of the five-year term, this agreement shall also automatically renew for consecutive one-year periods unless earlier terminated.

b. Compliance with Law. MWD shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, MWD shall immediately notify the AGENCY in writing of the fact and the reasons therefor.

c. Independent Contractor. MWD shall perform the services required under this Agreement as an independent contractor, and not as an employee of AGENCY. MWD shall use its own employees, contractors and subcontractors in the performance of the services required by this Agreement and those employees, contractors and subcontractors shall not be deemed employees, contractors or subcontractors of the AGENCY. MWD Employees assigned to provide services under this Agreement on behalf of MWD shall be under the exclusive control of MWD and shall remain employees of MWD and shall not be employees of the AGENCY.

d. Dispute Resolution. Any disputes regarding this Agreement shall be subject to the Dispute Resolution provisions under Section 16 of the Joint Powers Agreement.

e. Assignment. Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by MWD without the prior written consent of the AGENCY.

f. Further Acts. Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

g. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY

Chairman, Board of Directors

BIG BEAR MUNICIPAL WATER DISTRICT

President, Board of Directors

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *May 30, 2018*

AGENDA ITEM: *10*

SUBJECT:

RESOLUTION NO. 2018-04 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND DWP, A MEMBER AGENCY

RECOMMENDATION:

GSA staff recommends adopting Resolution No. 2018-04 approving a staffing agreement between the BVBGSA and DWP, a member agency.

DISCUSSION/FINDINGS:

In order to meet various legal obligations, counsel recommends that the BVBGSA enter into an agreement with DWP, a member agency regarding staffing and related issues. The agreement is attached.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

RESOLUTION NO. 2018-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
APPROVING A STAFFING AGREEMENT BETWEEN BVBGSA AND DWP**

WHEREAS, on October 18, 2017, the Board of Directors (Board) approved an amended agreement for the formation of a joint powers authority for the management of the Bear Valley Groundwater Basin; and

WHEREAS, on October 18, 2017, the Board of Directors (Board) adopted the bylaws of the Bear Valley Basin Groundwater Sustainability Agency (BVBGSA); and

WHEREAS, the Board of Directors wishes to approve a staffing agreement between BVBGSA and DWP;

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of BVBGSA does hereby approve a staffing agreement between BVBGSA and DWP, attached hereto.

PASSED, APPROVED, and ADOPTED this 30th day of May, 2018.

AYES:
NOES:
ABSTAIN:
ABSENT:

Robert C. Ludecke, Chairman
Board of Directors

ATTEST:

Elizabeth Harris, Secretary
Board of Directors

SERVICE AGREEMENT BETWEEN THE BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY AND
CITY OF BIG BEAR LAKE, DEPARTMENT OF WATER AND POWER

THIS AGREEMENT is made and effective this 30th day of May, 2018, by and between the Bear Valley Groundwater Sustainability AGENCY, a joint powers public agency (“AGENCY”), and the City of Big Bear Lake, Department of Water and Power, a municipal water department (“BBLDWP”). AGENCY and BBLDWP are sometimes referred to herein as the “Party” or, collectively, the “Parties.”

RECITALS

WHEREAS, the Bear Valley Basin Groundwater Sustainability AGENCY is a joint powers public agency under Section 6500, et seq., of the Government Code pursuant to the Joint Powers Agreement By and Among the City of Big Bear Lake, Department of Water and Power, the Big Bear Municipal Water District, Big Bear City Community Services District, and Big Bear Area Regional Wastewater Agency for the Formation of a Joint Powers AGENCY and Management of the Bear Valley Groundwater Basin (“Joint Powers Agreement”); and

WHEREAS, the Board of Directors of the AGENCY desires to utilize BBLDWP’s services, pursuant to Section 15 of the Joint Powers Agreement and Sections 3.8 and 6.2 of the AGENCY’s Bylaws, for the purpose of providing certain services to the AGENCY; and

WHEREAS, BBLDWP has represented to the AGENCY that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.

NOW, THEREFORE, based on the foregoing Recitals, the AGENCY and BBLDWP agree as follows:

1. Scope of Services. BBLDWP shall be responsible for:

- (i) Administration. Tasks to support the Authority and its Board of Directors including, for example, recording meeting minutes and other Board Secretary related duties. If included in the Scope of Services, DWP may designate one of its senior financial officers (such as its chief financial officer, director of finance or finance manager) to assist the Treasurer of the Authority.
- (ii) Finance. Specified tasks, as set forth in the Scope of Services, related to monitoring, reporting, and analysis required to conduct financial activities of the Authority.
- (iii) Other Services. Any other specified administrative or other tasks related to support for the Authority and its Board of Directors.

2. Performance of BBLDWP's Obligations.

a. Location of Services. Whenever possible, all services to be provided by BBLDWP under this Agreement shall be carried out from one of the member agency's offices.

b. BBLDWP's Employees. When appropriate, BBLDWP shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("BBLDWP Employees") as part of their regular duties for BBLDWP. The Parties acknowledge and agree that at all times BBLDWP Employees shall remain under the exclusive control of the BBLDWP Board of Commissioners, a supervisor or manager that reports directly to the BBLDWP General Manager or the BBLDWP Board of Commissioners, or a management employee subject to the exclusive control of the BBLDWP Board of Commissioners, such as the BBLDWP General Manager. Subject to the AGENCY's power to set the overall budget for compensation of independent contractors, the AGENCY shall not have any right to control the manner or means in which the BBLDWP Employees perform services under this Agreement. Rather, BBLDWP shall have the sole and exclusive AGENCY to do the following:

(i) Make decisions regarding the hiring, retention, discipline or termination of BBLDWP Employees. The AGENCY will have no discretion over those functions.

(ii) Determine the wages to be paid to BBLDWP Employees, including any pay increases. These amounts shall be determined in accordance with BBLDWP's published publicly available pay schedule and shall be subject to changes thereto approved by the BBLDWP board of directors.

(iii) Set the benefits of BBLDWP Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with BBLDWP's policies.

(iv) Evaluate the performance of BBLDWP Employees through performance evaluations performed by a management level employee that reports directly to the BBLDWP General Manager or the BBLDWP board of directors.

(v) Perform all other functions related to the service, compensation, or benefits of the BBLDWP Employees assigned to perform services under this Agreement.

b. Insurance. BBLDWP shall maintain comprehensive general public liability and automobile insurance policies in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for all coverages and naming the AGENCY and its other Member Agencies as additional insureds. BBLDWP shall also maintain Workers' Compensation Insurance for its employees and agents with limits as prescribed by law. BBLDWP waives all subrogation rights against the AGENCY and its other Member Agencies. Written evidence in a form acceptable to the AGENCY of all insurance coverages shall be provided to the AGENCY. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the AGENCY.

c. Indemnification. Subject to any other obligation of the AGENCY, BBLDWP shall fully indemnify and save the AGENCY free and harmless from any and all claims, demands, losses, fines, penalties and/or liabilities of any kind or nature, asserted or otherwise, that may arise from, be occasioned by, or be otherwise related to, the performance or nonperformance by BBLDWP of the services, duties, and obligations provided for in this Agreement. In the event BBLDWP retains the services of a contractor or subcontractor to assist BBLDWP in the performance of its duties, BBLDWP shall require the contractor or subcontractor to procure and maintain a policy of comprehensive public liability and property damage insurance, at its sole cost and expense, adequate to protect the AGENCY.

3. BBLDWP's Compensation

The AGENCY is funded by each of the four member agencies. Periodically, each member agency will provide in-kind services to the AGENCY. These in-kind services are expected to balance out over time, so individual monthly billing from each agency will not be required.

4. Miscellaneous.

a. Commencement and Termination of Services. BBLDWP shall begin providing services under this Agreement beginning on July 1, 2017. BBLDWP shall provide services under this Agreement for a term of five years; provided, however, that either Party may terminate this Agreement, without cause, upon 60 days prior written notice. After the expiration of the five-year term, this agreement shall also automatically renew for consecutive one-year periods unless earlier terminated.

b. Compliance with Law. BBLDWP shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, BBLDWP shall immediately notify the AGENCY in writing of the fact and the reasons therefor.

c. Independent Contractor. BBLDWP shall perform the services required under this Agreement as an independent contractor, and not as an employee of AGENCY. BBLDWP shall use its own employees, contractors and subcontractors in the performance of the services required by this Agreement and those employees, contractors and subcontractors shall not be deemed employees, contractors or subcontractors of the AGENCY. BBLDWP Employees assigned to provide services under this Agreement on behalf of BBLDWP shall be under the exclusive control of BBLDWP and shall remain employees of BBLDWP and shall not be employees of the AGENCY.

d. Dispute Resolution. Any disputes regarding this Agreement shall be subject to the Dispute Resolution provisions under Section 16 of the Joint Powers Agreement.

e. Assignment. Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by BBLDWP without the prior written consent of the AGENCY.

f. Further Acts. Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

g. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY

Chairman, Board of Directors

CITY OF BIG BEAR LAKE, DEPARTMENT OF
WATER AND POWER

Chairman, Board of Directors

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *May 30, 2018*

AGENDA ITEM: *11*

SUBJECT:

RESOLUTION NO. 2018-05 APPROVING THE STAFFING AGREEMENT BETWEEN THE BVBGSA AND BBCCSD, A MEMBER AGENCY

RECOMMENDATION:

GSA staff recommends adopting Resolution No. 2018-05 approving a staffing agreement between the BVBGSA and BBCCSD, a member agency.

DISCUSSION/FINDINGS:

In order to meet various legal obligations, counsel recommends that the BVBGSA enter into an agreement with BBCCSD, a member agency regarding staffing and related issues. The agreement is attached.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

RESOLUTION NO. 2018-05

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY AGENCY,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA,
APPROVING A STAFFING AGREEMENT BETWEEN BVBGSA AND BBCCSD**

WHEREAS, on October 18, 2017, the Board of Directors (Board) approved an amended agreement for the formation of a joint powers authority for the management of the Bear Valley Groundwater Basin; and

WHEREAS, on October 18, 2017, the Board of Directors (Board) adopted the bylaws of the Bear Valley Basin Groundwater Sustainability Agency (BVBGSA); and

WHEREAS, the Board of Directors wishes to approve a staffing agreement between BVBGSA and BBCCSD;

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of BVBGSA does hereby approve a staffing agreement between BVBGSA and BBCCSD, attached hereto.

PASSED, APPROVED, and ADOPTED this 30th day of May, 2018.

AYES:
NOES:
ABSTAIN:
ABSENT:

Robert C. Ludecke, Chairman
Board of Directors

ATTEST:

Elizabeth Harris, Secretary
Board of Directors

SERVICE AGREEMENT BETWEEN THE BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY AND
BIG BEAR CITY COMMUNITY SERVICES DISTRICT

THIS AGREEMENT is made and effective this 30th day of May, 2018, by and between the Bear Valley Groundwater Sustainability AGENCY, a joint powers public agency (“AGENCY”), and the BIG BEAR CITY COMMUNITY SERVICES DISTRICT, a municipal water district (“BBCCSD”). AGENCY and BBCCSD are sometimes referred to herein as the “Party” or, collectively, the “Parties.”

RECITALS

WHEREAS, the Bear Valley Basin Groundwater Sustainability AGENCY is a joint powers public agency under Section 6500, et seq., of the Government Code pursuant to the Joint Powers Agreement By and Among the Big Bear City Community Services District, City of Big Bear Lake, Department of Water and Power, Big Bear Municipal Water District, and Big Bear Area Regional Wastewater Agency for the Formation of a Joint Powers AGENCY and Management of the Bear Valley Groundwater Basin (“Joint Powers Agreement”); and

WHEREAS, the Board of Directors of the AGENCY desires to utilize BBCCSD’s services, pursuant to Section 15 of the Joint Powers Agreement and Sections 3.8 and 6.2 of the AGENCY’s Bylaws, for the purpose of providing certain services to the AGENCY; and

WHEREAS, BBCCSD has represented to the AGENCY that it possesses the necessary skills, qualifications, personnel, and equipment to provide the services identified in this Agreement.

NOW, THEREFORE, based on the foregoing Recitals, the AGENCY and BBCCSD agree as follows:

1. Scope of Services. BBCCSD shall be responsible for:

- (i) Administration. Tasks to support the Authority and its Board of Directors including, for example, recording meeting minutes and other Board Secretary related duties. If included in the Scope of Services, DWP may designate one of its senior financial officers (such as its chief financial officer, director of finance or finance manager) to assist the Treasurer of the Authority.
- (ii) Finance. Specified tasks, as set forth in the Scope of Services, related to monitoring, reporting, and analysis required to conduct financial activities of the Authority.
- (iii) Other Services. Any other specified administrative or other tasks related to support for the Authority and its Board of Directors.

2. Performance of BBCCSD's Obligations.

a. Location of Services. Whenever possible, all services to be provided by BBCCSD under this Agreement shall be carried out from one of the member agency's offices.

b. BBCCSD's Employees. When appropriate, BBCCSD shall assign some of its employees to perform the obligations set forth in Section 1 of this Agreement ("BBCCSD Employees") as part of their regular duties for BBCCSD. The Parties acknowledge and agree that at all times BBCCSD Employees shall remain under the exclusive control of the BBCCSD Board of Directors, a supervisor or manager that reports directly to the BBCCSD General Manager or the BBCCSD Board of Directors, or a management employee subject to the exclusive control of the BBCCSD Board of Directors, such as the BBCCSD General Manager. Subject to the AGENCY's power to set the overall budget for compensation of independent contractors, the AGENCY shall not have any right to control the manner or means in which the BBCCSD Employees perform services under this Agreement. Rather, BBCCSD shall have the sole and exclusive AGENCY to do the following:

(i) Make decisions regarding the hiring, retention, discipline or termination of BBCCSD Employees. The AGENCY will have no discretion over those functions.

(ii) Determine the wages to be paid to BBCCSD Employees, including any pay increases. These amounts shall be determined in accordance with BBCCSD's published publicly available pay schedule and shall be subject to changes thereto approved by the BBCCSD board of directors.

(iii) Set the benefits of BBCCSD Employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with BBCCSD's policies.

(iv) Evaluate the performance of BBCCSD Employees through performance evaluations performed by a management level employee that reports directly to the BBCCSD General Manager or the BBCCSD board of directors.

(v) Perform all other functions related to the service, compensation, or benefits of the BBCCSD Employees assigned to perform services under this Agreement.

b. Insurance. BBCCSD shall maintain comprehensive general public liability and automobile insurance policies in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for all coverages and naming the AGENCY and its other Member Agencies as additional insureds. BBCCSD shall also maintain Workers' Compensation Insurance for its employees and agents with limits as prescribed by law. BBCCSD waives all subrogation rights against the AGENCY and its other Member Agencies. Written evidence in a form acceptable to the AGENCY of all insurance coverages shall be provided to the AGENCY. All such insurance policies shall be issued by a highly rated insurer with a minimum A.M. BEST's Insurance Guide rating of "A:VII" and shall be licensed and admitted to do business in the State of California. Each policy shall provide that such policy cannot be cancelled or amended without thirty (30) days prior written notice to the AGENCY.

c. Indemnification. Subject to any other obligation of the AGENCY, BBCCSD shall fully indemnify and save the AGENCY free and harmless from any and all claims, demands, losses, fines, penalties and/or liabilities of any kind or nature, asserted or otherwise, that may arise from, be occasioned by, or be otherwise related to, the performance or nonperformance by BBCCSD of the services, duties, and obligations provided for in this Agreement. In the event BBCCSD retains the services of a contractor or subcontractor to assist BBCCSD in the performance of its duties, BBCCSD shall require the contractor or subcontractor to procure and maintain a policy of comprehensive public liability and property damage insurance, at its sole cost and expense, adequate to protect the AGENCY.

3. BBCCSD's Compensation

The AGENCY is funded by each of the four member agencies. Periodically, each member agency will provide in-kind services to the AGENCY. These in-kind services are expected to balance out over time, so individual monthly billing from each agency will not be required.

4. Miscellaneous.

a. Commencement and Termination of Services. BBCCSD shall begin providing services under this Agreement beginning on July 1, 2017. BBCCSD shall provide services under this Agreement for a term of five years; provided, however, that either Party may terminate this Agreement, without cause, upon 60 days prior written notice. After the expiration of the five-year term, this agreement shall also automatically renew for consecutive one-year periods unless earlier terminated.

b. Compliance with Law. BBCCSD shall comply with all applicable federal, state, and local laws, rules, and regulations. If compliance is impossible for reasons beyond its control, BBCCSD shall immediately notify the AGENCY in writing of the fact and the reasons therefor.

c. Independent Contractor. BBCCSD shall perform the services required under this Agreement as an independent contractor, and not as an employee of AGENCY. BBCCSD shall use its own employees, contractors and subcontractors in the performance of the services required by this Agreement and those employees, contractors and subcontractors shall not be deemed employees, contractors or subcontractors of the AGENCY. BBCCSD Employees assigned to provide services under this Agreement on behalf of BBCCSD shall be under the exclusive control of BBCCSD and shall remain employees of BBCCSD and shall not be employees of the AGENCY.

d. Dispute Resolution. Any disputes regarding this Agreement shall be subject to the Dispute Resolution provisions under Section 16 of the Joint Powers Agreement.

e. Assignment. Neither this Agreement nor any of the duties or obligations hereunder shall be assigned by BBCCSD without the prior written consent of the AGENCY.

f. Further Acts. Each Party agrees to execute and deliver all documents and perform all further acts that may be reasonably necessary to carry out the provisions of this Agreement.

g. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first above written.

BEAR VALLEY BASIN GROUNDWATER
SUSTAINABILITY AGENCY

Chainman, Board of Directors

BIG BEAR CITY COMMUNITY SERVICES
DISTRICT

President, Board of Directors

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: May 30, 2018

AGENDA ITEM: 12

SUBJECT:

ELECTION OF OFFICERS AND MEETING LOCATION FOR 2018

RECOMMENDATION:

GSA Board members discuss and elect officers and determine meeting location for calendar year 2018.

DISCUSSION/FINDINGS:

In compliance with the JOINT POWERS AGREEMENT, the Board shall elect BVBGSA officers and determine the meeting location at the first meeting of each calendar year.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *May 30, 2018*

AGENDA ITEM: *13*

SUBJECT:

RECOMMENDATION FOR ENVIRONMENTAL/PRELIMINARY ENGINEERING FOR BVWSP (INFORMATION ONLY)

RECOMMENDATION:

GSA staff recommends the Board receive and file.

DISCUSSION/FINDINGS:

The GSA team has been working diligently to secure funding for The Bear Valley Water Sustainability Project (Project). In the interest of making the Project more competitive for grants and to ensure that this project continues to move forward the member agencies have agreed to begin the first major phase of this project. Having a project that has the environmental clearance and a flushed out treatment process will make our project attractive for future funding programs. For example, USDA loan/grant funding requires the environmental work to be complete before you can submit your final application. This first phase scope includes Preliminary Engineering to the extent needed to support environmental review and funding applications and will result in a certified EIR/EA and several completed funding applications. The other key goals in this phase is to build community engagement and stakeholder buyin.

Big Bear Area Regional Wastewater Agency (BBARWA) sought a proposal from Water Systems Consulting, Inc. (WSC) to provide this next phase of the work. WSC completed the facilities plan for this project, prepared successful grant applications to partially fund the facilities plan and fully fund the GSP. WSC has good relationships with several of the funding agencies. They have developed the scope of services that complies with the requirements for the California Environmental Quality Act (CEQA)/ Environmental Assessment (EA) and will provide enough detail to solidify the preliminary engineering. Their estimate for these services is \$1,700,000 over the next two years. The first year is estimated to cost \$1 million. BBARWA staff will be approaching their board to award a contract. GSA team will seek authorization to provide cost sharing for this portion of the work. On May 22, 2018, the DWP Board of commissioners authorized \$250,000 to partially fund this phase of the project. At a future GSA meeting, memorandum of understanding/ agreements will be brought to the GSA board regarding the cost sharing and reimbursement process.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator

**BEAR VALLEY BASIN GROUNDWATER SUSTAINABILITY
AGENCY
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: May 30, 2018

AGENDA ITEM: 14

SUBJECT:

DWR BASIN REPRIORITIZATION UPDATE (INFORMATION ONLY)

RECOMMENDATION:

GSA staff recommends the Board receive and file.

DISCUSSION/FINDINGS:

The Bear Valley Basin is currently prioritized as “Medium” by the Department of Water Resources (DWR). DWR is the State agency responsible for implementing the Sustainable Groundwater Management Act of 2014. After the original prioritization rankings were released by DWR, several basins submitted comments, which prompted DWR to evaluate the basin boundaries and they determined that some basin boundaries required revision. DWR revised the boundaries of several basins. The revised basin boundaries caused DWR to revise the prioritization rankings for all of the basins in California.

DWR recently released the draft reprioritization list for California’s basins. Bear Valley Basin is now listed as “Very Low”. BVBGSA staff reviewed DWR’s prioritization web page and noticed some inconsistencies. The web page shows the eight prioritization categories and Bear Valley Basin’s score for each category. Bear Valley Basin’s new prioritization score is 16.5, which is above 15.0, so the Bear Valley Basin should be prioritized as “Medium”. BVBGSA staff notified DWR of this inconsistency and DWR is reviewing it. Regardless of DWR’s reprioritization results, BVBGSA can utilize the \$177,000 DWR Prop 1 grant to prepare a GSP, as long as the GSP is completed by 2022.

OTHER AGENCY INVOLVEMENT: None

Submitted by: Reggie Lamson, Administrator