

NOTE: If you wish to address the MWD Board of Directors during discussion of an agenda item, or during the PUBLIC FORUM, please complete a Speaker Request card (blue in color) and give it to the Board Secretary. Unless a detailed presentation of an agenda item is required by the Board of Directors, it is requested that each speaker limit comments to FIVE MINUTES. All testimony given before the Board of Directors is tape recorded.

A G E N D A
BIG BEAR MUNICIPAL WATER DISTRICT

BOARD OF DIRECTORS
Regular Meeting
March 3, 2011

PLACE: Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA 92315

Next Resolution Number: 2011- 02

OPEN SESSION: 1:00 P.M.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS**
- 4. REPORTS**
 - A. General Manager
 - B. Lake Manager
 - C. Legal
 - D. Committee
 - E. Other
- 5. CONSENT CALENDAR**
 - A. Minutes of a Regular Meeting of February 17, 2011
 - B. Warrant List Dated February 25, 2011 for \$343,881.67
 - C. Consider approval of a Special Event Permit for the Big Bear Lake Rotary Club's Annual 4th of July Fireworks Display
 - D. Consider approval of a Special Event Permit for the Rotary 4th of July BBQ
 - E. Consider approval of a Special Event Permit for the Jim Hall Memorial May Trout Classic to be held May 14th & 15th, 2011 and approval of a Fish Plant Contribution
 - F. Consider approval of Notice of Completion for Big Bear Marina Remediation Project
 - G. Consider approval of the purchase of a motor for the Boston Whaler
 - H. Consider approval of contribution to the Santa Ana Sucker Task Force Phase II

6. BUSINESS

- A. Consider approval of a Special Event Permit for Fishin' for \$50K to be held June 11th & 12th, 2011
- B. Consider approval of a Resolution of the Board of Directors of Big Bear Municipal Water District requesting a Grant for the Operation and Maintenance of the Floating Restroom(s) from the Department of Boating and Waterways
- C. Consider approval of the purchase of an 80' replacement dock for the West Ramp

7. PUBLIC FORUM

(The Board will receive comments from the public on items not on the agenda; no action is permitted on these items. Time set aside not to exceed 30 minutes total by all participants)

8. ANNOUNCEMENTS

9. DIRECTOR COMMENTS

10. ADJOURNMENT TO CLOSED SESSION

11. CLOSED SESSION

Conference with Legal Counsel:

Potential Litigation - Conroy v. BBMWD

12. ADJOURNMENT

NEXT MEETING: Open Session at 1:00 P.M.
Thursday, March 17, 2011
Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA

***MINUTES OF A REGULAR MEETING OF
BIG BEAR MUNICIPAL WATER DISTRICT
HELD ON THURSDAY, FEBRUARY 17, 2011.***

CALL TO ORDER

President Suhay called the Open Session to order at 1:00 PM. Those in attendance included Director Fashempour, Director Eminger, Director Smith, District Counsel Wayne Lemieux (via Skype), General Manager Scott Heule, Lake Manager Mike Stephenson, and Board Secretary Vicki Sheppard.

REPORTS

General Manager, Scott Heule reported that Flatiron Construction is working on the two bids for the replacement bridge on the dam (the 6' and the 9'). He added that Mr. Stephenson spoke with Rob Richardson who indicated the bids would probably be completed in the next few days or a week. He reported that he gave a presentation to the Kiwanis Club a week ago Tuesday explaining that they were very interested in how our releases have gone. He added that many did not understand the in-lieu operation until after he explained it in more detail to them. He reported that he received one question about why the fishing was so bad last year (the man had been fishing the lake for 35 years) and Mr. Heule commented that "the District had actually heard just the opposite but maybe that is why it is called fishing, not catching". Mr. Heule reported that he attended the Chamber Government Affairs meeting this morning commenting that part of the discussion centered around managing traffic this snowy weekend. He explained that one of the things the City does during this type situation is that they do not allow on-street parking in order to accommodate snow removal equipment. He added that they open their public lots for overnight overflow parking. Mr. Heule reported that he offered their use of our parking lot providing they take care of the plowing requirements and all other management issues. He added that they will be working out details with Mr. Stephenson. Mr. Heule reported that we are still having some trouble with the monitoring equipment at the Station B weir. He added that Jim Weber has been able to resolve other issues explaining that we might need to replace and modify the Station B equipment in order to maintain accurate fish release data collection. He reported that Jim Weber has also been trying to hold Flatiron Construction accountable for the debris backing up behind the weir, generated during their deconstruction process on the false work. He reported that one of the last times Mr. Weber was down at the weir he found a pile of 4X4 posts partially blocking the flow. He added that the contractor should be done with the removal within about three weeks. Mr. Heule reported that while on vacation last weekend he visited Folsom Lake. He added that the lake is operated by the Bureau of Reclamation and is a popular fishing and water sports destination. He explained that the visitor center did a good job of detailing some of the history of the dam and reservoir and its relationship to Sacramento and the Sacramento River, however only an 11X17 inch poster mentioned anything about the Quagga mussel. He reported that later he drove into the state park portion, went past an unmanned entrance kiosk and down to a large launch ramp explaining that it was wide enough for at least five boats at a time. He added that off to the side of the ramp area was a single sign probably measuring about 2 ½ by four feet advising about the mussel. He commented that we are far ahead of other areas in our Quagga program.

Lake Manager, Mike Stephenson reported that the Remediation Project is up and running and looks good. He added that the Notice of Completion was signed on Wednesday. He stated that

Lake Patrol testing will be held tomorrow, Friday, at 10:00 AM. He reported that Ramp Attendant applications have been coming in and they will be conducting testing soon adding that there are three positions open. Mr. Stephenson reported that Michelle Caldwell, Sheriff's Department, recorded an interview on water safety with KBHR Wednesday evening. He stated that the utility relocation for the bridge is going well. He reported that Quagga certification training will be held twice this year, the first time being in late March and the second one in late April or early May. He explained that training will be in two parts; those who never have been involved before and those who are being re-certified. He added that there will be some information given that is specific to Big Bear Lake.

APPROVAL OF CONSENT CALENDAR

Upon a motion by Director Fashempour, seconded by Director Smith, the following consent item was unanimously approved:

- Minutes of a Regular Meeting of February 3, 2011

CONSIDER APPROVAL OF TERMINATION OF RATHBUN CREEK SPREADING FACILITY ACQUISITION AGREEMENT

Mr. Heule reported that this agreement was written many years when the District purchased the property above the Trout Pond. He explained that after the purchase, investigation proved that the spreading facility was not workable so the project was never pursued. He stated that Scott Nave at Lemieux and O'Neill prepared the "Termination of Rathbun Creek Spreading Facility Acquisition Agreement" and the Administrative Committee recommended that the District approve and record the document subject to the following issues being resolved:

- Will it have any negative impacts on the District as it relates to the current Graybill litigation?
- What parcels does the document need to be recorded on?

Mr. Heule explained that after the Committee meeting, he spoke with Robert Gokoo who said the termination document is immaterial to the Graybill case and he also spoke with Scott Nave who said we need to include both Trout Pond parcels on the document which have been added.

Director Fashempour moved approval of Termination of Rathbun Creek Spreading Facility Acquisition Agreement. Director Eminger seconded the motion and it was unanimously approved.

CONSIDER APPROVAL OF A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT RE-ESTABLISHING FEES EFFECTIVE FEBRUARY 18, 2011 AND REPEALING RESOLUTION NO. 2010-01

Mr. Heule reported that at the last Board of Directors Meeting held on February 3, a Draft Resolution was presented and discussed. He added that prior to that meeting, the Budget & Finance Committee instructed Staff to evaluate the implementation of a slip based fee structure for annual dock licensing. He explained that the license fee of \$150 per year has not been revised since it was established in 1991 in spite of the typical increases in cost for the District to conduct its business, for instance, since 1995 regular gasoline prices have gone from \$1.26 per gallon to \$3.35 per gallon. He commented that wages paid to District employees along with health care costs have risen along with the miscellaneous expenses associated with materials and services purchased by the District. He explained that the District has been fortunate to have benefited from rising real estate values resulting in increases in property tax revenue. He added that expenses associated with recreation on the Lake (Lake Patrol, dock inspection and enforcement, stranded boat towing, launch ramp services, Quagga Mussel inspection, floating

restroom services etc.) have been subsidized by these higher rates of property tax revenue, however now that real estate values have declined resulting in a \$130,000 reduction in tax revenue, fees collected for use of the Lake, by both boaters and Lake front private dock owners should be increased in order to cover recreation related expenses. Mr. Heule explained the table below that shows what an annual dock license fee would have been if it had been adjusted by the annual consumer price index. He commented that in spite of the greater impact on the Lake of a triple slip dock compared to a single slip dock both have always been charged at the same rate.

| Year | CPI | CPI Corrected License Fee |
|------|------|---|
| 1991 | 3.9 | \$140 (Actual) |
| 1992 | 3.6 | \$150 (Actual) |
| 1993 | 2.3 | \$153 (Rate if adjusted for CPI) |
| 1994 | 1.2 | \$155 " |
| 1995 | 1.6 | \$158 " |
| 1996 | 1.8 | \$161 " |
| 1997 | 1.4 | \$163 " |
| 1998 | 1.1 | \$165 " |
| 1999 | 2.3 | \$168 " |
| 2000 | 3.3 | \$174 " |
| 2001 | 3.3 | \$180 " |
| 2002 | 2.8 | \$185 " |
| 2003 | 3.0 | \$190 " |
| 2004 | 3.5 | \$197 " |
| 2005 | 4.4 | \$206 " |
| 2006 | 4.2 | \$214 " |
| 2007 | 3.3 | \$221 " |
| 2008 | 3.9 | \$230 " |
| 2009 | -1.2 | \$227 " |
| 2010 | 1.5 | \$231 " |

Mr. Heule reported that based on the fair market value of a private dock on the Lake and the burden to the District of administering private docks the Committee recommends that a three tiered dock license fee be established as shown below.

| Number of slips in the dock | Annual license fee |
|-----------------------------|--------------------|
| 1 | \$175 |
| 2 | \$225 |
| 3 | \$275 |

He explained that the Committee also recommends increases in other dock fees as described.

- (a) Each slips over 3 slips (hotel, motel etc.) from \$50 to \$75
- (b) Shared dock (dock owner' choice) – each license from \$150 to \$175
- (c) Docks-in-common (easement) – each license from \$100 to \$150
- (d) Docks across a right-of-way, USFS (single slip restriction) from \$100 to \$150

He added that in addition to increases to dock license fees the Committee recommends increasing seasonal Lake Permit fees for registered vessels from \$85 plus a \$5 Quagga surcharge to \$95 plus a \$5 surcharge.

Mr. Heule explained that changes to the dock licensing fee and seasonal Lake Permit fee is estimated to net the District an additional \$75,000 annually.

He reported that a year ago the District instituted a policy to charge for the direct cost of utilities in the District owned and operated RV Park next to the District office. He added that during 2010 utility expenses were \$9,438.67 for 2767 camper days. He explained that the Committee recommends increasing the RV park utility fee from \$2.92 per day to \$3.42 per day. He reported that one additional change is also recommended; the RV Park non-hook-up sites monthly rate will change from \$350 to \$450.

Mr. Heule stated that just this morning staff realized that an error was made on page 2 of the Resolution under Special Event Group Rate No. 1. He explained that the rate should be \$15 rather than \$10 for motorized boats and sailboats more than 8 feet in length. Director Fashempour asked for a clarification of the wording of motorized boats and sail boats more than 8' in length. It was decided to re-word that section to read: "motorized boats \$15 per day and sailboats more than 8' in length \$15 per day plus a \$5.00 Quagga Protection Surcharge for the duration of the approved special event (must comply with special event group rate policy)."

Director Eminger moved approval with changes of a Resolution of the Board of Directors of Big Bear Municipal Water District Re-Establishing Fees Effective February 18, 2011 and repealing Resolution No. 2010-01. Director Smith seconded the motion and it was unanimously approved.

PUBLIC FORUM

No comments were made

ANNOUNCEMENTS

Mr. Heule announced that there was going to be a Watershed Committee meeting next week visiting the Big Bear Airport and discussing Mercury TMDL. He added that next Monday is Presidents Day Holiday. Mr. Stephenson reported that the Lake came up 1 1/2" yesterday.

DIRECTOR COMMENTS

Director Smith commented on the fee schedule explaining that the changes were necessary. He added that if we had looked at increasing fees annually it would not have had such an impact all at once. He commented that Big Bear Lake is still a good deal compared to other lakes.

ADJOURNMENT

There being no further business, the meeting was adjourned at 1:37 P.M.

NEXT MEETING

Open Session at 1:00 P.M.
Thursday, March 3, 2011
Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA

Vicki Sheppard
Secretary to the Board
Big Bear Municipal Water District

(SEAL)

Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 01/28/11
 All Accounts, Sessions 000000 to 002219

Active Sessions (Not Included in Report)
 002197

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------------------------------|--|----------|------|------------|---------|------------|---------|
| Checking Account: 10010-00-001 | | | | | | | |
| 148993 | APPLIE / Applied Best Practices | 02/15/11 | 2 | 19856 | 002201 | | 670.50 |
| APPLIE Subtotal : | | | | | | | 670.50 |
| 148994 | ASPENP / Aspen Publishers, Inc. | 02/15/11 | 2 | 76523594 | 002201 | SUBSCRIPTI | 85.52 |
| ASPENP Subtotal : | | | | | | | 85.52 |
| 148995 | ASPENP / Aspen Publishers, Inc. | 02/15/11 | 2 | 452011 | 002201 | | 371.00 |
| ASPENP Subtotal : | | | | | | | 371.00 |
| 148996 | ATT785 / AT&T | 02/15/11 | 2 | 2192011 | 002201 | | 30.40 |
| ATT785 Subtotal : | | | | | | | 30.40 |
| 148997 | BBDSPL / Big Bear Disposal | 02/15/11 | 2 | 248613 | 002201 | | 205.62 |
| BBDSPL Subtotal : | | | | | | | 205.62 |
| 148998 | BBMMAA / BIG BEAR VALLEY MNT MUTUAL AID AS | 02/15/11 | 2 | 2011 | 002201 | | 25.00 |
| BBMMAA Subtotal : | | | | | | | 25.00 |
| 148999 | BBTODA / Big Bear Today | 02/15/11 | 2 | 295168 | 002201 | ICE SIGNS | 200.00 |
| BBTODA Subtotal : | | | | | | | 200.00 |
| 149000 | BCGLAS / Bear City Glass | 02/15/11 | 2 | 19709 | 002201 | | 335.12 |
| BCGLAS Subtotal : | | | | | | | 335.12 |
| 149001 | BUTCHR / Butcher's Block & Building Materi | 02/15/11 | 2 | 53555 | 002201 | DAM MAINT | 13.57 |
| 149001 | | 02/15/11 | 2 | 53956 | 002201 | QUAGGA | 25.20 |
| 149001 | | 02/15/11 | 2 | 54111 | 002201 | QUAGGA | 14.75 |
| 149001 | | 02/15/11 | 2 | 54410 | 002201 | | 103.54 |
| 149001 | | 02/15/11 | 2 | 54477 | 002201 | | 8.69 |
| 149001 | | 02/15/11 | 2 | 54585 | 002201 | | 4.24 |
| BUTCHR Subtotal : | | | | | | | 169.99 |
| 149002 | BVELEC / Bear Valley Electric | 02/15/11 | 2 | 10-5 12531 | 002201 | ERUTILITY | 536.00 |
| 149002 | | 02/15/11 | 2 | 1312011 | 002201 | AERATOR | 577.86 |
| 149002 | | 02/15/11 | 2 | 73-213111 | 002201 | UTILITY | 10.75 |
| 149002 | | 02/15/11 | 2 | 85-713111 | 002201 | DAM | 425.85 |
| 149002 | | 02/15/11 | 2 | 86-513111 | 002201 | | 10.75 |
| 149002 | | 02/15/11 | 2 | 949-913111 | 002201 | DAM UTILIT | 69.58 |
| BVELEC Subtotal : | | | | | | | 1630.79 |

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 Computer & Manual Check Register
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 All Accounts, Sessions 000000 to 002219**

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 002197**

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------|--|----------|------|------------|---------|--------------------------|----------------|
| 149003 | BVHOSP / Bear Valley Community Hospital | 02/15/11 | 2 | GONZALES | 002201 | | 816.98 |
| | | | | | | BVHOSP Subtotal : | 816.98 |
| 149004 | CHASED / Chase Dennis Emg Med Grp | 02/15/11 | 2 | GONZALES | 002201 | | 701.00 |
| | | | | | | CHASED Subtotal : | 701.00 |
| 149005 | CNKLIN / Conklin Paints | 02/15/11 | 2 | 2/1/11 | 002201 | BLDFACLTMA | 4.89 |
| | | | | | | CNKLIN Subtotal : | 4.89 |
| 149006 | COMPVI / Computer Village | 02/15/11 | 2 | 120650 | 002201 | PROF SERV | 300.00 |
| | | | | | | COMPVI Subtotal : | 300.00 |
| 149007 | DIRCTV / DIRECTV | 02/15/11 | 2 | 1434005613 | 002201 | RVUTILITY | 157.49 |
| | | | | | | DIRCTV Subtotal : | 157.49 |
| 149008 | DIRECT / DirectSIGNS | 02/15/11 | 2 | 10909 | 002201 | BLDFACLTMA | 560.06 |
| 149008 | | 02/15/11 | 2 | 10915 | 002201 | ICE SIGNS | 76.67 |
| | | | | | | DIRECT Subtotal : | 636.73 |
| 149009 | DWP / Department of Water and Power | 02/15/11 | 2 | 131 12711 | 002201 | TRTPOND | 73.60 |
| 149009 | | 02/15/11 | 2 | 132 13111 | 002201 | TRTPOND | 115.87 |
| 149009 | | 02/15/11 | 2 | 525 12711 | 002201 | ERUTILITY | 113.70 |
| 149009 | | 02/15/11 | 2 | 526 12711 | 002201 | WRUTILITY | 17.87 |
| 149009 | | 02/15/11 | 2 | 534 12711 | 002201 | | 44.15 |
| 149009 | | 02/15/11 | 2 | 732 12711 | 002201 | | 80.04 |
| 149009 | | 02/15/11 | 2 | 736 12711 | 002201 | | 13.40 |
| | | | | | | DWP Subtotal : | 458.63 |
| 149010 | EADIEP / Eadie & Payne | 02/15/11 | 2 | 116074 | 002201 | PROF SERV | 1380.00 |
| | | | | | | EADIEP Subtotal : | 1380.00 |
| 149011 | GEI / GEI Consultants, Inc | 02/15/11 | 2 | 503353 | 002201 | WTRTESTING | 2573.87 |
| | | | | | | GEI Subtotal : | 2573.87 |
| 149012 | GEIGER / Geiger Supply | 02/15/11 | 2 | 1013659 | 002201 | QUAGGA | 122.74 |
| | | | | | | GEIGER Subtotal : | 122.74 |
| 149013 | GRZZLY / Grizzly | 02/15/11 | 2 | 1/31/11 | 002201 | EMPRECRUIT | 1122.40 |
| | | | | | | GRZZLY Subtotal : | 1122.40 |
| 149014 | IDEARC / SUPERMEDIA LLC | 02/15/11 | 2 | 212011 | 002201 | PHONCOMM | 64.50 |
| | | | | | | IDEARC Subtotal : | 64.50 |

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 All Accounts, Sessions 000000 to 002219**

**Active Sessions (Not Included in Report)
 002197**

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------|--|----------|------|------------|---------|--------------------------|----------------|
| 149015 | LEMIEU / LEMIEUX & O'NEILL | 02/15/11 | 2 | 20-022M 5 | 002201 | LEGAL | 488.50 |
| | | | | | | LEMIEU Subtotal : | 488.50 |
| 149016 | LEMIEU / LEMIEUX & O'NEILL | 02/15/11 | 2 | 138 | 002201 | RETAINER | 3500.00 |
| | | | | | | LEMIEU Subtotal : | 3500.00 |
| 149017 | LINCON / Lincoln Financial Group | 02/15/11 | 2 | 02/17/11 | 002201 | | 925.00 |
| | | | | | | LINCON Subtotal : | 925.00 |
| 149018 | LUDECK / Ludecke's Electric Service | 02/15/11 | 2 | 5948 | 002201 | DAM MAINT | 997.50 |
| | | | | | | LUDECK Subtotal : | 997.50 |
| 149019 | MASTER / FIRST BANKCARD CENTER | 02/15/11 | 2 | 2328 21411 | 002201 | | 150.18 |
| 149019 | | 02/15/11 | 2 | 4817 22011 | 002201 | | 7.83 |
| 149019 | | 02/15/11 | 2 | 6888 21411 | 002201 | | 13.89 |
| 149019 | | 02/15/11 | 2 | 8541 21211 | 002201 | CARD CHARG | 1044.24 |
| | | | | | | MASTER Subtotal : | 1216.14 |
| 149020 | MWH / MWH America, Inc. | 02/15/11 | 2 | 1382452 | 002201 | ENGINEER | 3303.81 |
| | | | | | | MWH Subtotal : | 3303.81 |
| 149021 | MWH / MWH America, Inc. | 02/15/11 | 2 | 1382454 | 002201 | WTRMSTMTG | 3053.22 |
| | | | | | | MWH Subtotal : | 3053.22 |
| 149022 | MWH / MWH America, Inc. | 02/15/11 | 2 | 1382455 | 002201 | WTRMSTRPT | 7380.37 |
| | | | | | | MWH Subtotal : | 7380.37 |
| 149023 | NAPA / McConnell Motor Parts Inc. | 02/15/11 | 2 | 14854 | 002201 | BOATMAINT | 5.21 |
| 149023 | | 02/15/11 | 2 | 14855 | 002201 | VHCLMAINT | 6.85 |
| | | | | | | NAPA Subtotal : | 12.06 |
| 149024 | PERS / Public Employees' Retirement Syst | 02/15/11 | 2 | 1020103 | 002201 | | 4814.57 |
| | | | | | | PERS Subtotal : | 4814.57 |
| 149025 | PITNEY / Purchase Power | 02/15/11 | 2 | 11611 | 002201 | POSTAGE | 71.61 |
| | | | | | | PITNEY Subtotal : | 71.61 |
| 149026 | QUILL / Quill Corporation | 02/15/11 | 2 | 2061845 | 002201 | OFFSUPLY | 180.06 |
| 149026 | | 02/15/11 | 2 | 2113428 | 002201 | | 241.43 |
| | | | | | | QUILL Subtotal : | 421.49 |
| 149027 | ROTARY / Rotary Club of Big | 02/15/11 | 2 | 1/2011 | 002201 | MEMBERSHP | 111.00 |

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|--------|--|----------|------|------------|---------|--------------------------|-----------|
| | Bear Lake | | | | | | |
| | | | | | | ROTARY Subtotal : | 111.00 |
| 149028 | SIMONW / Simon Wong Engineering | 02/15/11 | 2 | 2751 | 002201 | PED BRIDG | 29200.00 |
| | | | | | | SIMONW Subtotal : | 29200.00 |
| 149029 | SQUEEG / Squeegee Clean Window Service | 02/15/11 | 2 | 24 21111 | 002201 | | 50.00 |
| | | | | | | SQUEEG Subtotal : | 50.00 |
| 149030 | UPS / UPS | 02/15/11 | 2 | 11051 | 002201 | POSTAGE | 47.52 |
| | | | | | | UPS Subtotal : | 47.52 |
| 149031 | VERIZO / Verizon California | 02/15/11 | 2 | 1996 22011 | 002201 | ER PHON CC | 83.36 |
| 149031 | | 02/15/11 | 2 | 2917 2111 | 002201 | RAMP PHONE | 79.48 |
| 149031 | | 02/15/11 | 2 | 5200 2111 | 002201 | ER PHONE | 80.54 |
| 149031 | | 02/15/11 | 2 | 5370 22011 | 002201 | PHONE DAM | 82.37 |
| 149031 | | 02/15/11 | 2 | 5796 22011 | 002201 | PHON MAIN | 882.91 |
| 149031 | | 02/15/11 | 2 | 8069 22011 | 002201 | WEATHER PH | 30.79 |
| | | | | | | VERIZO Subtotal : | 1239.45 |
| 149032 | VERWIR / VERIZON WIRELESS | 02/15/11 | 2 | 947052054 | 002201 | CELL PHONS | 500.84 |
| | | | | | | VERWIR Subtotal : | 500.84 |
| 149033 | WELSCH / Laura Marino Welsch | 02/15/11 | 2 | 2010460 | 002201 | PROF SERV | 131.25 |
| | | | | | | WELSCH Subtotal : | 131.25 |
| 149034 | XEROX / Xerox Corporation | 02/15/11 | 2 | 053106768 | 002201 | COPIERS | 528.72 |
| | | | | | | XEROX Subtotal : | 528.72 |
| 149035 | ACWAHB / ACWA Health Benefits Authority (H) | 02/16/11 | 2 | 3/1/2011 | 002205 | | 20698.46 |
| | | | | | | ACWAHB Subtotal : | 20698.46 |
| 149036 | LINCON / Lincoln Financial Group | 02/16/11 | 2 | 01032011 | 002205 | DEFREDCOMP | 709.00 |
| | | | | | | LINCON Subtotal : | 709.00 |
| 149037 | PERS / Public Employees' Retirement Syst | 02/16/11 | 2 | 1020104 | 002205 | | 4814.57 |
| | | | | | | PERS Subtotal : | 4814.57 |
| 149038 | WDCONT / Warren Duncan Contracting | 02/17/11 | 2 | 3737 | 002209 | CONTAMIN | 169119.90 |

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 All Accounts, Sessions 000000 to 002219

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 002197

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------|--|----------|------|------------|---------|--------------------------|-----------|
| | | | | | | WDCONT Subtotal : | 169119.90 |
| 149039 | HICKSH / Hicks & Hartwick | 02/17/11 | 2 | 5662 | 002212 | DAM REPAIR | 1048.00 |
| | | | | | | HICKSH Subtotal : | 1048.00 |
| 149040 | ALLPRO / All Protection Alarm Co. | 02/24/11 | 2 | 120149 | 002218 | | 37.00 |
| 149040 | | 02/24/11 | 2 | 120478 | 002218 | | 33.00 |
| 149040 | | 02/24/11 | 2 | 120656 | 002218 | | 175.00 |
| 149040 | | 02/24/11 | 2 | 120767 | 002218 | | 111.00 |
| | | | | | | ALLPRO Subtotal : | 356.00 |
| 149041 | ATT785 / AT&T | 02/24/11 | 2 | 291722011 | 002218 | | 30.41 |
| | | | | | | ATT785 Subtotal : | 30.41 |
| 149042 | BUTCHR / Butcher's Block & Building Materi | 02/24/11 | 2 | 55931 | 002218 | BLDFACLTMA | 39.53 |
| 149042 | | 02/24/11 | 2 | 56953 | 002218 | DAM MAINT | 24.81 |
| | | | | | | BUTCHR Subtotal : | 64.34 |
| 149043 | BYRDIN / Byrd Industrial Electronics | 02/24/11 | 2 | 1105-10 | 002218 | DAM MAINT | 984.92 |
| | | | | | | BYRDIN Subtotal : | 984.92 |
| 149044 | CENTUR / CENTURY FORMS, INC. | 02/24/11 | 2 | 69797 | 002218 | OPSPRINTIN | 5460.52 |
| | | | | | | CENTUR Subtotal : | 5460.52 |
| 149045 | CHARTE / CHARTER COMMUNICATIONS | 02/24/11 | 2 | 2/2011 | 002218 | DSL | 274.99 |
| | | | | | | CHARTE Subtotal : | 274.99 |
| 149046 | COMSER / ComSerCo | 02/24/11 | 2 | 05/MA50220 | 002218 | RDIOCOMM | 255.00 |
| | | | | | | COMSER Subtotal : | 255.00 |
| 149047 | DIRECT / DirectSIGNS | 02/24/11 | 2 | 10982 | 002218 | OPS SIGNS | 59.81 |
| | | | | | | DIRECT Subtotal : | 59.81 |
| 149048 | DISH / Dish Network | 02/24/11 | 2 | 2/2011 | 002218 | | 56.78 |
| | | | | | | DISH Subtotal : | 56.78 |
| 149049 | FEDRAL / Federal Express, Corp. | 02/24/11 | 2 | 58617 | 002218 | SHIPPING | 38.79 |
| | | | | | | FEDRAL Subtotal : | 38.79 |
| 149050 | LINCON / Lincoln Financial Group | 02/24/11 | 2 | 332011 | 002218 | DEFREDCOMP | 709.00 |

Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 01/28/11
 All Accounts, Sessions 000000 to 002219

Active Sessions (Not Included in Report)
 002197

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------|--|----------|------|-----------|---------|-------------------|---------|
| | | | | | | LINCON Subtotal : | 709.00 |
| 149051 | MCMSTR / McMaster-Carr Supply Co. | 02/24/11 | 2 | 75256783 | 002218 | | 56.99 |
| 149051 | | 02/24/11 | 2 | 77514191 | 002218 | AQUATICWEE | 95.70 |
| | | | | | | MCMSTR Subtotal : | 152.69 |
| 149052 | MCOYBR / Mountain Water Company | 02/24/11 | 2 | 18955 | 002218 | | 56.40 |
| | | | | | | MCOYBR Subtotal : | 56.40 |
| 149053 | MNTROP / Mountain Trophy & Awards | 02/24/11 | 2 | 128201101 | 002218 | PUBLINFO | 7.61 |
| | | | | | | MNTROP Subtotal : | 7.61 |
| 149054 | NOCONT / NO CONTRACT VOIP | 02/24/11 | 2 | 1486 | 002218 | | 136.89 |
| | | | | | | NOCONT Subtotal : | 136.89 |
| 149055 | PERS / Public Employees' Retirement Syst | 02/24/11 | 2 | 1120103 | 002218 | | 4814.57 |
| | | | | | | PERS Subtotal : | 4814.57 |
| 149056 | PITINC / Pitney Bowes, Inc | 02/24/11 | 2 | 2/2011 | 002218 | POSTAGE | 121.00 |
| | | | | | | PITINC Subtotal : | 121.00 |
| 149057 | | 02/24/11 | 2 | 677616 | 002218 | POSTAGE | 96.98 |
| | | | | | | PITINC Subtotal : | 96.98 |
| 149058 | | 02/24/11 | 2 | 677617 | 002218 | POSTAGE | 245.28 |
| | | | | | | PITINC Subtotal : | 245.28 |
| 149059 | QUEST / Quest Technologies | 02/24/11 | 2 | 266235 | 002218 | BOATMAINT | 265.25 |
| | | | | | | QUEST Subtotal : | 265.25 |
| 149060 | QUILL / Quill Corporation | 02/24/11 | 2 | 2103796 | 002218 | OFFSUPPLY | 18.45 |
| 149060 | | 02/24/11 | 2 | 2111849 | 002218 | OFFSUPPLY | 9.77 |
| 149060 | | 02/24/11 | 2 | 2442088 | 002218 | OFFSUPPLY | 65.03 |
| | | | | | | QUILL Subtotal : | 93.25 |
| 149061 | RDIOSH / RadioShack | 02/24/11 | 2 | 538807 | 002218 | EQMAINT | 56.51 |
| | | | | | | RDIOSH Subtotal : | 56.51 |
| 149062 | REGIST / County Treasurer | 02/24/11 | 2 | 1963 | 002218 | | 420.00 |
| | | | | | | REGIST Subtotal : | 420.00 |
| 149063 | SBCLUS / County of San Bernardino | 02/24/11 | 2 | 142248 | 002218 | PERMIT | 27.00 |

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 01/28/11
 All Accounts, Sessions 000000 to 002219**

**Active Sessions (Not Included in Report)
 002197**

| <u>Check</u> | <u>Payment / Vendor Information</u> | <u>Ck Date</u> | <u>Prty</u> | <u>Invoice</u> | <u>Session</u> | <u>Reference</u> | <u>Amount</u> |
|--------------|---|----------------|-------------|----------------|----------------|--|------------------|
| | | | | | | SBCLUS Subtotal : | <u>27.00</u> |
| 149064 | SIMONW / Simon Wong Engineering | 02/24/11 | 2 | 12881 | 002218 | DAM REPAIR | 61371.80 |
| | | | | | | SIMONW Subtotal : | <u>61371.80</u> |
| 149065 | SWSTGS / Southwest Gas Corp | 02/24/11 | 2 | 0212011 | 002218 | UTILITY | 45.56 |
| 149065 | | 02/24/11 | 2 | 0232011 | 002218 | UTILITY | 378.61 |
| | | | | | | SWSTGS Subtotal : | <u>424.17</u> |
| 149066 | UPS / UPS | 02/24/11 | 2 | 11081 | 002218 | POSTAGE | 39.05 |
| | | | | | | UPS Subtotal : | <u>39.05</u> |
| 149067 | VALERO / Valero Marketing and Supply Co. | 02/24/11 | 2 | 2172011 | 002218 | PETROLEUM | 769.23 |
| | | | | | | VALERO Subtotal : | <u>769.23</u> |
| 149068 | VERIZO / Verizon California | 02/24/11 | 2 | 226521311 | 002218 | PHON MAIN | 47.28 |
| | | | | | | VERIZO Subtotal : | <u>47.28</u> |
| | | | | | | Total For Check Account: 10010-00-001 | <u>343881.67</u> |
| | | | | | | Check Register Total : | <u>343881.67</u> |

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *5C*

SUBJECT:

CONSIDER APPROVAL OF A SPECIAL EVENT PERMIT FOR THE BIG BEAR LAKE ROTARY CLUB'S ANNUAL 4TH OF JULY FIREWORKS DISPLAY

RECOMMENDATION:

The General Manager, Lake Manager and Operations Committee (Directors Suhay & alternate Smith) recommend approval of this event.

DISCUSSION/FINDINGS:

The Rotary Club of Big Bear Lake has sponsored the annual 4th of July fireworks for a number of years. The fireworks will be located on a barge north/west of the Pine Knot Landing Fun Dock.

OTHER AGENCY INVOLVEMENT: Big Bear Lake Fire Department

FINANCING: None

Submitted by: Scott Heule, General Manager



Big Bear Municipal Water District

Lake Management

Board of Directors

Todd Murphy – Division 1
Paula Fashempour – Division 2
Skip Suhay – Division 3
John Eminger – Division 4
Vince Smith – Division 5

SPECIAL EVENT PERMIT FOR BIG BEAR LAKE

As of _____, Big Bear Municipal Water District (hereinafter "District") grants a Special Event Permit to _____ (hereinafter "Permittee") as follows:

Section 1. Event Described

Permittee may conduct only the event described on Exhibit "A", attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules and regulations applicable to the event.

Section 2. Fees and Deposits

Within 30 days before the event: the Permittee shall pay the District \$100.00 to cover the cost of processing this Permit, and the Permittee shall deposit \$500.00 with the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit. The part of the deposit, if any, not used by the District shall be refunded to the Permittee within 30 days after the event. The attached Fee Schedule (Exhibit "B") details rates for special services.

Section 3. Indemnification

A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.

B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Section 4. Insurance

A. Permittee shall cause the District, its officers, agents and employees to be named as an additional or co-insurance under policies of commercial general liability insurance as broad as the following:

1. General Liability - one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents and volunteers.
3. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its officers, employees, agents and volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.
5. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.
7. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.
8. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
9. The insurer shall have a current A.M. Best's rating of no less than A-:VII or equivalent.

B. If applicable, the permittee shall cover or insure under the applicable laws relating to:

1. Workers' compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and save harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the "Workers' Compensation and Insurance Act".
2. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

C. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (endorsement form or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

Section 5. Safety Regulations

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction. The Permittee shall attend two meetings with District representatives prior to the event described as follows:

A. Permit compliance meeting: Permittee shall demonstrate that all permit conditions have been met.

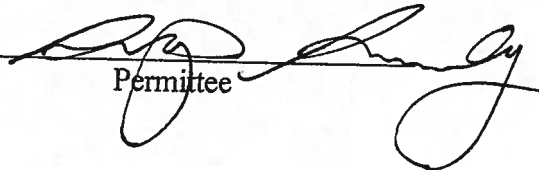
B. Skipper's and/or Safety meeting: Event organizers and participants shall meet with District representatives to have any questions answered and to receive an update of current Lake conditions which may affect event activities.

Section 6. Conditions

The Permittee shall comply with the conditions set forth on Exhibit C attached hereto and hereby incorporated by this reference.

Accepted by:

2-3-11
Date


Permittee

Date

General Manager

EXHIBIT A

DESCRIPTION OF EVENT

1. Name of Event: JULY 4TH FIREWORKS SHOW
2. Location: ON THE LAKE. NEAR PINEBROOK LAKE
3. Date(s): JULY 4TH 2011
4. Describe Event: FIREWORKS SHOW
5. Estimated Number of Participants: 10-12
6. Estimated Number of Spectators: 80,000 - 100,000
7. Method of Limiting Attendance: N/A
8. Method of Trash Collection and Disposal: ROTARY CLUB OF B.B.L.
9. Proposed First-Aid Services: BRL CD
10. Proposed Security Services: ROTARY + B.B.M.W.A LAKE PATROL
11. Proposed Fire Protection Services: BRL CD
12. Proposed Sanitation Facilities: N/A
13. Parking Arrangements: N/A
14. Name, Address and Telephone Number of Person Available Before and During Event with Authority to Control Event: SKIP SUTY 909 744-4383
15. Perimeter control, if applicable: LAKE PATROL

EXHIBIT B

FEE SCHEDULE

1. APPROVED SPECIAL EVENTS (except filming/photos):

Lake usage fee: Non-commercial -0-
Commercial \$200/event (or 5% of gross, whichever is greater)

*Lake Patrol or work boat services (one hour minimum):

Boat with operator \$110/hour
Each additional staff person \$ 30/hour

Other services: actual cost

*These fees will be deducted from the deposit where it is determined that additional Lake Patrol, weed harvesting or similar services will be necessary in the interest of health and safety.

2. GROUP SPECIAL EVENT PERMITS

A discounted boat permit fee for approved special events will be available at prevailing fees for the term of the event to those entrants not already having a boat permit. Any entrant participating for less than the full term of the event shall pay the normal daily permit fees. A minimum number of twenty-five special event boat permits shall be issued for the approved event to qualify for this special group rate. A group special event permit shall not be issued for major holidays or holiday weekends. Permittee shall be responsible for the sale of the special event boat permits. Proper remittance from the sale of these permits must be delivered to the District within three (3) days of the conclusion of the special event. Permittee shall be responsible for all permits including any missing permits. All other special event permit processing fees shall apply. Participants may upgrade the special event discounted boat permit to an annual boat permit by paying the difference between the special event permit fee and the annual permit fee. Upgrades to annual permits shall be handled at the District Administration office only.

**EXHIBIT C
SPECIAL CONDITIONS**

YEAR 2011 4th OF JULY FIREWORKS

1. All District fees have been waived.
2. Proof of Liability Insurance is due at least 30 days prior to the event.
3. Proponents shall meet with the Lake Manager on the day of the event for approval of show location and appropriate perimeter and safety controls.

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *5D*

SUBJECT:

CONSIDER APPROVAL OF A SPECIAL EVENT PERMIT FOR THE ROTARY 4TH OF JULY BBQ

RECOMMENDATION:

The General Manager, Lake Manager and Operations Committee (Directors Suhay & alternate Smith) recommend approval of this event.

DISCUSSION/FINDINGS:

Annually the Rotary Club of Big Bear Lake puts on a barbeque event in conjunction with the fireworks on July 4th. The event is held in and on the shoreline adjacent to the big white tent at the Marina Resort. One of the conditions associated with the event imposed by the City of Big Bear Lake is to contain all alcoholic beverage sales and use within a fenced-in area down to the waters' edge. The applicant notes that the fencing request includes the motel property to the waters' edge. The Committee recommends approval of the event excepting any fencing other than the minimum required for the barbeque only. No fencing of the beach area in front of the entire motel will be permitted.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager



Big Bear Municipal Water District

Lake Management

Board of Directors
Todd Murphy – Division 1
Paula Fashempour – Division 2
Skip Suhay – Division 3
John Eminger – Division 4
Vince Smith – Division 5

SPECIAL EVENT PERMIT FOR BIG BEAR LAKE

As of
Permit to Big Bear Municipal Water District (hereinafter "District") grants a Special Event
(hereinafter "Permittee") as follows:

Section 1. Event Described

Permittee may conduct only the event described on Exhibit "A", attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules and regulations applicable to the event.

Section 2. Fees and Deposits

Within 30 days before the event: the Permittee shall pay the District \$100.00 to cover the cost of processing this Permit, and the Permittee shall deposit \$500.00 with the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit. The part of the deposit, if any, not used by the District shall be refunded to the Permittee within 30 days after the event. The attached Fee Schedule (Exhibit "B") details rates for special services.

Section 3. Indemnification

A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.

B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Section 4. Insurance

A. Permittee shall cause the District, its officers, agents and employees to be named as an additional or co-insurance under policies of commercial general liability insurance as broad as the following:

1. General Liability - one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents and volunteers.
3. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its officers, employees, agents and volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.
5. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.
7. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.
8. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
9. The insurer shall have a current A.M. Best's rating of no less than A-:VII or equivalent.

B. If applicable, the permittee shall cover or insure under the applicable laws relating to:

1. Workers' compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and save harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the "Workers' Compensation and Insurance Act".
2. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

C. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (endorsement form or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

Section 5. Safety Regulations

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction. The Permittee shall attend two meetings with District representatives prior to the event described as follows:

A. Permit compliance meeting: Permittee shall demonstrate that all permit conditions have been met.

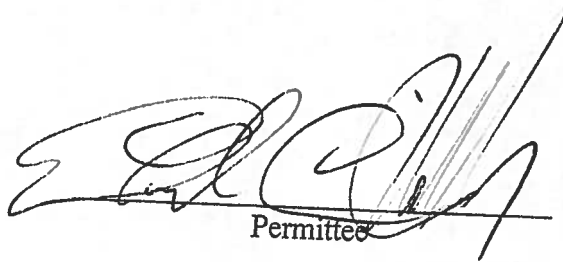
B. Skipper's and/or Safety meeting: Event organizers and participants shall meet with District representatives to have any questions answered and to receive an update of current Lake conditions which may affect event activities.

Section 6. Conditions

The Permittee shall comply with the conditions set forth on Exhibit C attached hereto and hereby incorporated by this reference.

Accepted by:

2/3/11
Date


Permittee

Date

General Manager

EXHIBIT A

DESCRIPTION OF EVENT

1. Name of Event: Big Bear Lake Rotary 4th of July Bar-B-Que
2. Location: Marina Riviera Resort
3. Date: July 4, 2011
4. Describe Event: Food service and fireworks viewing
5. Estimated Number of Participants: 1400
6. Estimated Number of Spectators: 1400
7. Method of Limiting Attendance: 1400 tickets
8. Method of Trash Collection and Disposal: Trash cans and Big Bear Disposal, Inc. 30 yard roll-off
9. Proposed First-Aid Services: 911
- 10: Proposed Security Services: Five Mounted Police Reserves
11. Proposed Fire Protection Services: 911
12. Proposed Sanitation Facilities: 14 Standard Portable and 2 ADA Portable Lav units and 2 Portable Handwash units
13. Parking Arrangements: City parking lots and on-street parking
- 14: Name, Address and Telephone Number of Person Available Before and During Event with Authority to Control Event: Ed Kibbey, PO Box 1035, Sugarloaf, 92386, 496-3183
- 15: Perimeter control: Fabric Fencing on east and west side of event site ~~(including hotel)~~ extending from existing fencing to waters edge

EXHIBIT B

FEE SCHEDULE

1. APPROVED SPECIAL EVENTS (except filming/photos):

| | |
|--------------------------------|--|
| Lake usage fee: Non-commercial | -0- |
| Commercial | \$200/event (or 5% of gross, whichever is greater) |

*Lake Patrol or work boat services (one hour minimum):

| | |
|------------------------------|------------|
| Boat with operator | \$110/hour |
| Each additional staff person | \$ 30/hour |

Other services: actual cost

*These fees will be deducted from the deposit where it is determined that additional Lake Patrol, weed harvesting or similar services will be necessary in the interest of health and safety.

2. GROUP SPECIAL EVENT PERMITS

A discounted boat permit fee for approved special events will be available at prevailing fees for the term of the event to those entrants not already having a boat permit. Any entrant participating for less than the full term of the event shall pay the normal daily permit fees. A minimum number of twenty-five special event boat permits shall be issued for the approved event to qualify for this special group rate. A group special event permit shall not be issued for major holidays or holiday weekends. Permittee shall be responsible for the sale of the special event boat permits. Proper remittance from the sale of these permits must be delivered to the District within three (3) days of the conclusion of the special event. Permittee shall be responsible for all permits including any missing permits. All other special event permit processing fees shall apply. Participants may upgrade the special event discounted boat permit to an annual boat permit by paying the difference between the special event permit fee and the annual permit fee. Upgrades to annual permits shall be handled at the District Administration office only.

**EXHIBIT C
SPECIAL CONDITIONS**

YEAR 2011 4th OF JULY ROTARY BAR-B-QUE

1. All District fees will be waived.
2. Proof of Liability Insurance naming the District as additionally insured must be submitted to the District at least 30 days prior to the event.
3. No fencing of the beach area in front of the entire motel will be permitted.

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *5E*

SUBJECT:

CONSIDER APPROVAL OF THE SPECIAL EVENT PERMIT FOR THE JIM HALL MEMORIAL MAY TROUT CLASSIC TO BE HELD MAY 14 & 15, 2011 & APPROVAL OF A FISH PLANT CONTRIBUTION

RECOMMENDATION:

The General Manager, Lake Manager and Operations Committee (Directors Suhay & alternate Smith) recommend approval of this annual special event and the fish plant contribution.

DISCUSSION/FINDINGS:

The Fishing Association of Big Bear Lake is planning their annual May Trout Classic for the weekend of May 14 & 15, 2011. This is the 29th anniversary of the event and is one of the most popular on the Lake.

It is recommended that the budgeted amount of \$4,200 for a rainbow trout plant contribution be paid instead by donating the trout that were raised by the District in rearing cages. The value of the reared fish will be about double the contribution amount and the \$4,200 will be used for other District fish plants or projects. Approval is recommended as this event has always received strong support from the District. As in the past, the \$500 refundable deposit will be waived.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager



Big Bear Municipal Water District

Lake Management

Board of Directors

Todd Murphy - Division 1
Paula Fashempour - Division 2
Skip Suhay - Division 3
John Eminger - Division 4
Vince Smith - Division 5

SPECIAL EVENT PERMIT FOR BIG BEAR LAKE

As of
Permit to

Big Bear Municipal Water District (hereinafter "District") grants a Special Event (hereinafter "Permittee") as follows:

Section 1. Event Described

Permittee may conduct only the event described on Exhibit "A", attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules and regulations applicable to the event.

Section 2. Fees and Deposits

Within 30 days before the event: the Permittee shall pay the District \$100.00 to cover the cost of processing this Permit, and the Permittee shall deposit \$500.00 with the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit. The part of the deposit, if any, not used by the District shall be refunded to the Permittee within 30 days after the event. The attached Fee Schedule (Exhibit "B") details rates for special services.

Section 3. Indemnification

A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.

B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Section 4. Insurance

A. Permittee shall cause the District, its officers, agents and employees to be named as an additional or co-insurance under policies of commercial general liability insurance as broad as the following:

1. General Liability - one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents and volunteers.
3. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its officers, employees, agents and volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.
5. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.
7. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.
8. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
9. The insurer shall have a current A.M. Best's rating of no less than A-:VII or equivalent.

B. If applicable, the permittee shall cover or insure under the applicable laws relating to:

1. Workers' compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and save harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the "Workers' Compensation and Insurance Act".
2. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

C. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (endorsement form or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

Section 5. Safety Regulations

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction. The Permittee shall attend two meetings with District representatives prior to the event described as follows:

A. Permit compliance meeting: Permittee shall demonstrate that all permit conditions have been met.

B. Skipper's and/or Safety meeting: Event organizers and participants shall meet with District representatives to have any questions answered and to receive an update of current Lake conditions which may affect event activities.

Section 6. Conditions

The Permittee shall comply with the conditions set forth on Exhibit C attached hereto and hereby incorporated by this reference.

Accepted by:

2-3-11
Date

Jacque Hall
Permittee
JACQUE HALL, REGISTRAR
TREASURER/MAY TROUT CLASSIC

Date

General Manager

EXHIBIT A

DESCRIPTION OF EVENT

1. Name of Event: 2011 JIM HALL MEMORIAL MAY TROUT CLASSIC
2. Location: BIG BEAR MARINA
3. Date(s): MAY 14 AND 15 - 2011
4. Describe Event: TROUT TOURNAMENT/TROUT CLASSIC
5. Estimated Number of Participants: 500
6. Estimated Number of Spectators: NOT KNOWN
7. Method of Limiting Attendance: PRE-REGISTRATION, ONLY
8. Method of Trash Collection and Disposal: SITE SERVICES
9. Proposed First-Aid Services: NORMAL SERVICE
10. Proposed Security Services: SITE SERVICES
11. Proposed Fire Protection Services: NORMAL SERVICES
12. Proposed Sanitation Facilities: SITE SERVICES
13. Parking Arrangements: SITE SERVICES
14. Name, Address and Telephone Number of Person Available Before and During Event with Authority to Control Event: JASON HALL / TOURNAMENT DIRECTOR - 909-585-73
15. Perimeter control, if applicable: JACQUE HALL / REGISTRAR/TREASURER 909-585-40
(OR MAY TROUT CLASSIC COMMITTEE AT MWD SITE 0
5/13/11 AND TOURNAMENT STIE ON 5/14 & 5/15/11

N/A

(WE CONTROL THE WEIGH STATION, ONLY)

EXHIBIT B

FEE SCHEDULE

1. APPROVED SPECIAL EVENTS (except filming/photos):

Lake usage fee: Non-commercial -0-
Commercial \$200/event (or 5% of gross, whichever is greater)

*Lake Patrol or work boat services (one hour minimum):

Boat with operator \$110/hour
Each additional staff person \$ 30/hour

Other services: actual cost

*These fees will be deducted from the deposit where it is determined that additional Lake Patrol, weed harvesting or similar services will be necessary in the interest of health and safety.

2. GROUP SPECIAL EVENT PERMITS

A discounted boat permit fee for approved special events will be available at prevailing fees for the term of the event to those entrants not already having a boat permit. Any entrant participating for less than the full term of the event shall pay the normal daily permit fees. A minimum number of twenty-five special event boat permits shall be issued for the approved event to qualify for this special group rate. A group special event permit shall not be issued for major holidays or holiday weekends. Permittee shall be responsible for the sale of the special event boat permits. Proper remittance from the sale of these permits must be delivered to the District within three (3) days of the conclusion of the special event. Permittee shall be responsible for all permits including any missing permits. All other special event permit processing fees shall apply. Participants may upgrade the special event discounted boat permit to an annual boat permit by paying the difference between the special event permit fee and the annual permit fee. Upgrades to annual permits shall be handled at the District Administration office only.

**EXHIBIT C
SPECIAL CONDITIONS**

2011 MAY TROUT CLASSIC

1. All boating participants will pay the established boat permit fees. The Fishing Association of Big Bear Lake will sell Special Event daily boat permits through the tournament headquarters and will be responsible for any lost or missing permits.
2. Game Fish Contest Permit from the State of California, Department of Fish and Game and proof of liability insurance naming the District as additionally insured must be submitted to the District at least 30 days prior to the event.
3. It is understood that the Fishing Association of Big Bear Lake is a non-profit organization and, therefore, the District will waive the \$500 refundable deposit.

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *5F*

SUBJECT:

**CONSIDER APPROVAL OF NOTICE OF COMPLETION FOR BIG BEAR MARINA
REMEDICATION PROJECT**

RECOMMENDATION:

The General Manager and the Lake Manager recommend approval of the attached Notice of Completion.

DISCUSSION/FINDINGS:

The Notice of Completion is done so that any subcontractors and suppliers know that the work has been completed and they need to take action if the contractor has not paid them. Upon approval at the end of 30 days, providing there are no claims made against the retained funds, the final 10% of the contract amount (total contract amount \$187,911.00) is paid to the contractor.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

NOTICE OF COMPLETION

DATE OF SUBSTANTIAL

COMPLETION: 2/ 15/2011

PROJECT SHALL INCLUDE:

Construction of remediation trench &
pump facility according to plans

PROJECT TITLE: Big Bear Marina Remediation Project

CONTRACT DATE: 10/21/2010

OWNER: Big Bear Municipal Water District

CONTRACTOR: Warren Duncan Contracting

CONTRACT AMOUNT: \$187,911.00


The work performed under this contract has been inspected by authorized representatives of the District and Contractor, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the District and declared to be substantially completed on the above date.

DEFINITION OF COMPLETION OF THE WORK

Completion of the work shall mean substantial completion of the project or specified area of the project. The date of such substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change orders agreed to by the parties, so that the District can occupy or utilize the project or specified area of the project for the use for which it was intended.

The Contractor hereby accepts the above Notice of Completion.

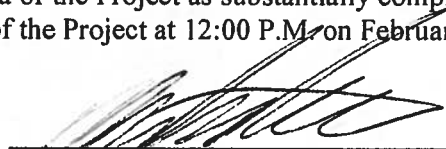
Warren Duncan Contracting
Contractor


Authorized Representative

2-15-11
Date

The District accepts the Project or specified area of the Project as substantially complete and will assume full possession of the Project or specified area of the Project at 12:00 P.M. on February 15, 2011

Big Bear Municipal Water District


Mike Stephenson, Lake Manager

2-15-11
Date

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *5G*

SUBJECT:

CONSIDER APPROVAL OF THE PURCHASE OF A MOTOR FOR THE BOSTON WHALER

RECOMMENDATION:

The General Manager and the Facilities Committee (Directors Smith & Fashempour) recommend approval of this purchase.

DISCUSSION/FINDINGS:

The Boston Whaler boat has been a useful platform for a variety of District maintenance and administrative duties. However, during the summer of 2009 the motor failed and the boat has not been used since. In order to put the vessel back into service a new motor must be purchased. Staff researched prices and manufacturers of 50 horse power four stroke outboard motors and got several quotes for new Mercury, Honda and Yamaha motors. Prices ranged up to nearly \$8,000 but the lowest cost of \$5,687.35 was for a new 2009 model year Mercury motor at Bass Pro Shop in Rancho Cucamonga. Jim Weber, who is responsible for maintaining all of the Districts' watercraft, believes the motor will work very well for this application. The Committee recommends that the Board authorize the purchase of the Mercury motor from Bass Pro Shop for a cost of \$5,687.35.

OTHER AGENCY INVOLVEMENT: None

FINANCING: Capital Improvement

Submitted by: Scott Heule, General Manager

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *5H*

SUBJECT:

CONSIDER APPROVAL OF CONTRIBUTION TO THE SANTA ANA SUCKER TASK FORCE PHASE II

RECOMMENDATION:

The General Manager and the Administrative Committee (Directors Suhay & Eminger) recommend approval.

DISCUSSION/FINDINGS:

Last year the District contributed \$15,000 towards an effort spearheaded by San Bernardino Valley Municipal Water District to limit the land area designated for Santa Ana Sucker fish habitat. Habitat designation restricts and encumbers land that is or might be needed for water transmission line relocation, new water facility construction and in some cases management and maintenance of existing water facilities. Unfortunately, the United States Fish and Wildlife Service in their recent final ruling made a designation for protected habitat area that will adversely impact several water agencies down the hill, including our in-lieu water supplier San Bernardino Valley Municipal Water District (Valley District). The objective of the Phase II task force effort is to raise funds and manage an effort to overturn the final ruling, including possible litigation. Doug Headrick, the General Manager at Valley District, estimates that the legal process over the next 18 to 24 months, including legal, biological and advocacy support will cost \$500,000. He has also prepared a possible cost sharing contribution for various agencies, including the District, based on the level of risk associated with the final ruling. Each 1% allocation in his proposal represents a \$5,000 contribution. As shown on the attached spreadsheet the Districts' suggested contribution is for 3%, or \$15,000. In as much as Valley District plays a vital role in the Districts' ability to carry out its mission, and that Bear Valley Mutual Water Company and San Bernardino Valley Water Conservation District will also be contributing, the Administration Committee recommends that \$15,000 be contributed to the Phase II task force efforts. In addition they recommend approving the attached "Joint Prosecution and Cost-Sharing Agreement re: Final Rule of the United States Fish & Wildlife Service to Designate Critical Habitat for the Santa Ana Sucker".

OTHER AGENCY INVOLVEMENT: None

FINANCING: Lake Improvement reserve account

Submitted by: Scott Heule, General Manager

Scott Heule

From: Doug Headrick [dough@sbnmwd.com]
Sent: Tuesday, February 15, 2011 12:30 PM
To: Andrew Hitchings; Anthony Zampielo; Carol Williams; Chris Diggs; Daniel Cozad; David Hildebrand; David R. E. Aladjem; David W. Lovell; Doug Headrick; Edward Filadelfia; Greg Gage (Gage_Gr@sbcity.org); Gregory Wilkinson; hhenessey@innofed.com; Jack S. Safely; Jeff Crider; Jennifer Ares; John F. Irwin; John Husing (john@johnhusing.com); John Jaquess; John Rossi; jzoba@yvwd.dst.ca.us; Karly Gaynor; Kevin S. Milligan; Lindsay Puckett ; Matt Litchfield; Max Rasouli; Melissa Walker ; Melody McDonald (melody.sbnmwd@gmail.com); Mike Huffstutler; Richard Katz; Robert E. Martin; Rosemary Hoerning; Roy Leidy (roy.leidy@aecom.com); Sam Fuller; Scott Heule; Shane Chapman (shane@usgvmwd.org); Stacey R. Aldstadt; Susan D. Wilson
Subject: Joint Prosecution Agreement and Cost Allocation
Attachments: Joint prosecution agreement -- SAS-v2.DOC; SAS Task Force Phase II Cost Allocation.xls

Dear Task Force Members,

At yesterday's Task Force Meeting the group decided to provide 30 days for each agency to request participation in the next phase of the Santa Ana Sucker Critical Habitat Designation process from their respective Boards and Councils. In short the question at hand is whether or not your agency is willing to join in a process, up to and including litigation, regarding the recent final ruling on the SAS. Your response is due by March 15, 2011.

I have attached a copy of the revised Joint Prosecution and Cost Sharing Agreement that each agency will sign to participate in the process. It is very similar to the one each of your agencies signed last year.

I was asked to develop a proposed allocation based on anticipated impacts and potential benefits of the critical habitat designation being overturned. The cost for the legal process over the next 18-24 months is currently estimated at \$500,000 including legal, biological, and advocacy support. As a starting point for further discussions and to allow you to provide your governing bodies an estimate, I have prepared the attached spreadsheet describing a possible cost allocation based on the level of risk from the ruling. Every 1% of allocated cost represents \$5,000 of contribution to the common cause. This has not been approved by the Task Force, but is being provided to you for comment. You may want to add a little to the allocation when you go to your governing body for approval in case the allocation changes. Those agencies that believe their allocation is too low are free to email or call me and ask that theirs be increased. I will also accept inquiries about allocations that seem a bit too high. This is an open process and everyone should state their opinions.

I have included in the bottom of the chart, a list of agencies that have shown interest in the process, but may not be able or willing to commit funds to the effort at this point. Please let me know if you know of anyone else I should contact.

Please call or email me with any questions you have on the process.

Thanks,

*Douglas Headrick, PE
General Manager
San Bernardino Valley Municipal Water District*

| Agency | Cost Allocation Percentage |
|--|-----------------------------------|
| San Bernardino Valley Municipal Water District | 15.0% |
| Western Municipal Water District | 15.0% |
| City of San Bernardino Municipal Water Department | 15.0% |
| City of Riverside Public Utilities Department | 15.0% |
| San Bernardino Valley Water Conservation District | 7.5% |
| East Valley Water District | 7.5% |
| Southern California Edison | 5.0% |
| City of Redlands | 5.0% |
| City of Highland | 3.0% |
| Yucaipa Valley Water District | 3.0% |
| Bear Valley/Crafton Water Companies | 3.0% |
| Riverside Conservation Agency | 3.0% |
| Big Bear Municipal Water District | 3.0% |
| City of Colton | |
| City of Rialto | |
| Riverside County Flood Control District | |
| West Valley Water District | |
| San Bernardino County Flood Control District | |
| Raymond Basin Management Board/San Gabriel Valley Water Association | |
| Total | 100.0% |

**JOINT PROSECUTION AND COST-SHARING AGREEMENT RE FINAL RULE OF
THE UNITED STATES FISH & WILDLIFE SERVICE TO DESIGNATE CRITICAL
HABITAT FOR THE SANTA ANA SUCKER**

This Joint Prosecution and Cost-Sharing Agreement (“**Agreement**”) is entered into by and among the undersigned (the “**Parties**”), as listed on Exhibit A hereto.

RECITALS

A. The Parties are cooperating on efforts to review and analyze the effects of the United States Fish & Wildlife Service’s Final Rule to Designate Critical Habitat for the Santa Ana Sucker (the “**Final Rule**”), which was published in the Federal Register on December 14, 2010. If the Parties conclude that the Final Rule has adverse effects, including but not limited to preventing maintenance of existing infrastructure, preventing the construction of new infrastructure, and/or limiting the diversion of water from the Santa Ana River or other streams, one or more of the Parties may commence litigation against the United States or seek other relief from the effects of the Final Rule. These cooperative efforts, both before and during any litigation may include the utilization of various experts and consultants to assist with the review and evaluation of the effects of the Final Rule, and the necessity, wisdom, and efficacy of potential challenges to it.

B. Through this Agreement, the Parties desire to govern their payment of costs and fees arising from their cooperative efforts and to confirm their common interests in maintaining a joint prosecution with respect to the Final Rule, to allow them to continue to share information related to the Final Rule, while continuing to preserve, to the fullest extent possible, the protections of the attorney-client privilege, work product privilege, common-interest doctrine,

**CONFIDENTIAL
JOINT PROSECUTION MATERIAL**

deliberative process privilege, executive privilege, privileges regarding mediation or settlement communications, or any other privilege or protection existing under state or federal law.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Parties shall each initially contribute the sum of _____ which represents each Party's contribution towards the initial call of \$_____ that will pay for the fees and costs collectively incurred in their cooperative efforts on the Final Rule. If additional funds are needed to pursue a challenge to the Final Rule (whether by litigation or otherwise), then the participating Parties will agree upon the amount of additional call(s) for funds and each participating Party's contribution to such call(s). San Bernardino Valley Municipal Water District shall have the responsibility for collecting each Party's contribution of funds, processing invoices submitted by the experts and consultants pursuant to their scopes of work attached hereto, coordinating communications among the Parties to the retained consulting experts, and for maintaining an accurate accounting of this administration of funds.

2. For purposes of this Agreement, "Joint Prosecution Materials" includes, but is not limited to, all communications (including communications related to the Final Rule or the proposed rule issued by the United States Fish & Wildlife Service on December 9, 2009 made prior to the execution of this Agreement), factual materials, mental impressions, legal analyses, theories or strategies, memoranda, reports, notes, emails or any other communications or documents that are protected from disclosure by the attorney-client privilege, work product privilege, deliberative process privilege, executive privilege, common-interest doctrine, joint prosecution/defense doctrine, privileges regarding mediation or settlement communications, or

any other privilege or protection existing under state or federal law, and that are exchanged among the Parties and/or their respective counsel in connection with the Final Rule. Joint Prosecution Materials do not include final versions of any correspondence, studies, or reports prepared by or on behalf of one or more Parties intended for review by the United States Fish & Wildlife Service or a non-Party.

3. The Parties will maintain as confidential all Joint Prosecution Materials (as defined above). Disclosure of Joint Prosecution Materials shall be limited to the Parties and their employees and contractors as well as any counsel, consultants, and lobbyists retained by the parties, or on behalf of the parties, for the purpose of maintaining a joint prosecution with respect to the Final Rule, subject to the further provisions of this Agreement.

4. Any Joint Prosecution Materials shared or transmitted by or between Parties should be clearly designated "CONFIDENTIAL: JOINT PROSECUTION MATERIALS." However, the failure to include such designation shall not preclude such materials from being afforded the protections of this Agreement and shall not be construed to constitute a waiver of any privilege or other protection.

5. Each Party shall take all appropriate measures to ensure that any person who is granted access to Joint Prosecution Materials is familiar with the terms of this Agreement and complies with those terms.

6. Each Party is represented by its own respective legal counsel in connection with the Final Rule, and the cooperative efforts referenced herein. Said legal counsel will not have an attorney-client relationship with any other Party to this Agreement as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts on the Final Rule. Similarly, said legal counsel will not have a duty of loyalty or confidentiality to any

Party to this Agreement other than the legal counsel's specific client(s), and consequently, no Party may seek to disqualify the legal counsel for another Party as a result of the legal counsel's participation in discussions and actions related to the Parties' cooperative efforts on the Final Rule.

7. Except where required by the order of a court of competent jurisdiction, or by the prior written consent of the remaining Parties, a Party will not reveal to non-Parties any Joint Prosecution Materials it has received from another Party.

8. Each Party shall notify the Party that generated any Joint Prosecution Materials of any request to disclose the Joint Prosecution Materials to any non-Party, or of any proceeding before any court, administrative agency, or tribunal to compel the disclosure of such Joint Prosecution Materials, as soon as practicable after receipt of such request or the initiation of such proceeding. If a Party becomes subject to any judicial or administrative order purporting to compel release of Joint Prosecution Materials, that Party shall: (a) promptly notify the Party that generated the materials and all remaining Parties, and (b) make all reasonable efforts to give that Party an opportunity to protect the Joint Prosecution Materials.

9. No party is required to treat as confidential within the meaning of this Agreement any material where such material is, or hereafter becomes (without violation of this Agreement), public record, public knowledge, or is obtained from sources other than exchanges under this Agreement.

10. The sharing of Joint Prosecution Materials among the Parties is not intended to and will not constitute a waiver of any privilege or other protection of confidentiality, including but not limited to the attorney-client privilege, work product privilege, common-interest doctrine,

deliberative process privilege, executive privilege, privileges relating to mediation or settlement communications, or any other privilege or protection existing under state or federal law.

11. Execution of this Agreement constitutes the mutual agreement of the Parties that any sharing of Joint Prosecution Materials among themselves is reasonably necessary for the accomplishment of the Parties' common purposes as described above. Any sharing of Joint Prosecution Materials among the Parties is in reliance on this Agreement and the protections that arise from the Parties' common interests in reviewing, evaluating and potentially challenging the Final Rule.

12. Nothing in this Agreement shall obligate any Party to exchange documents or information with any other Party, whether or not such documents or information would be covered by this Agreement as Joint Prosecution Materials.

13. By this Agreement the Parties each acknowledge and agree that cooperation in the matters referenced above may involve the communication and sharing of confidential information and further agree that the interests of the Parties are not adverse as to matters within the scope of this Agreement. Each of the Parties has had a full opportunity to consult with separate counsel, is fully informed, and has concluded that the risk of any potential conflict of interest is outweighed by the benefits and efficiencies afforded by the opportunities for cooperation and sharing of Joint Prosecution Materials as provided for herein. The Parties consent to the sharing of Joint Prosecution Materials among their counsel, waive any potential conflict of interest created thereby, and mutually agree that this sharing of Joint Prosecution Materials and cooperation shall not constitute grounds for seeking disqualification of counsel in any matter or action.

14. If there is a breach of this Agreement by a Party, the Parties agree that the non-breaching Party will have no adequate remedy at law in money or damages and shall be entitled to seek and obtain, in addition to all other remedies that may be available, a temporary restraining order, injunctive relief, or other equitable relief against the breach or its continuance.

15. Nothing in this Agreement shall be construed to waive any rights, claims, or privileges that any Party shall have against another Party or any other person or entity.

16. This Agreement shall be binding upon the successors and assigns of the Parties.

17. This Agreement is made under, and shall be construed in accordance with, the laws of the State of California.

18. The individuals signing this Agreement in a representative capacity warrant that they have the authority to do so on behalf of the entity or entities they represent, and further agree that as representatives of the entity or entities that they respectively represent, they themselves are bound by all terms of this Agreement.

19. Any Party may withdraw from this Agreement by providing written notice to the other Parties. If a Party withdraws from this Agreement, the provisions of this Agreement shall continue to apply to the Joint Prosecution Materials that were shared during the time period when that Party was a party to this Agreement.

20. All notices and other communications required to be given to a Party under the terms of this Agreement (a) shall be in writing, (b) shall be personally delivered, or transmitted by facsimile or email, and (c) shall be directed to such Party at the address, facsimile number or email address specified below, or at such other address, facsimile number or email address as such Party may hereafter designate by notice in accordance with this paragraph.

21. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same Agreement. Further, facsimile or .PDF copies of signatures shall be as effective as original signatures for evidencing execution of this Agreement.

By: _____

Print Name: _____

Date: _____

Title: _____

Representing: _____

Exhibit A

List of Parties

1. San Bernardino Valley Municipal Water District
2. Western Municipal Water District of Riverside County
3. City of Riverside Public Utilities
4. City of San Bernardino Municipal Water Department
5. San Bernardino Valley Water Conservation District
6. Southern California Edison
7. East Valley Water District
8. City of Highland
9. City of Redlands
10. Yucaipa Valley Water District
11. San Bernardino County Flood Control District
12. Bear Valley Mutual Water Company/Crafton Water Company
13. Big Bear Municipal Water District
14. West Valley Water District
15. Raymond Basin Management Board/San Gabriel Valley Water Association
16. City of Colton
17. City of Rialto
18. Riverside County Flood Control District
19. Orange County Flood Control District
20. Chino Basin Watermaster
21. Riverside Conservation Agency

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: March 3, 2011

AGENDA ITEM: 6A

SUBJECT:

**CONSIDER APPROVAL OF A SPECIAL EVENT PERMIT FOR "FISHIN' FOR 50K"
TROUT DERBY TO BE HELD JUNE 11 & 12, 2011**

RECOMMENDATION:

The General Manager, Lake Manager and Operations Committee (Director Suhay & alternate Smith) recommend approval of this special event.

DISCUSSION/FINDINGS:

The Big Bear Lake Resort Association is planning their annual trout fishing derby for the weekend of June 11 & 12. The Resort Association along with the District will be planting ten tagged trout with one grand prize of \$50,000. Only one of the tagged fish will be eligible for the grand prize, with the other tagged fish eligible for various other prizes. The awards ceremony and a raffle drawing will be held at the Bartlett parking lot in the Village. This event is being held to promote the Lake and the community. The Resort Association is estimating a maximum of 750 participants.

The Resort Association will be reimbursing the District \$10 per angler for fish stocking

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager



Big Bear Municipal Water District

Lake Management

Board of Directors

Todd Murphy – Division 1
Paula Fashempour – Division 2
Skip Suhay – Division 3
John Eminger – Division 4
Vince Smith – Division 5

SPECIAL EVENT PERMIT FOR BIG BEAR LAKE

As of
Permit to

Big Bear Municipal Water District (hereinafter "District") grants a Special Event (hereinafter "Permittee") as follows:

Section 1. Event Described

Permittee may conduct only the event described on Exhibit "A", attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules and regulations applicable to the event.

Section 2. Fees and Deposits

Within 30 days before the event: the Permittee shall pay the District \$100.00 to cover the cost of processing this Permit, and the Permittee shall deposit \$500.00 with the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit. The part of the deposit, if any, not used by the District shall be refunded to the Permittee within 30 days after the event. The attached Fee Schedule (Exhibit "B") details rates for special services.

Section 3. Indemnification

A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.

B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Section 4. Insurance

A. Permittee shall cause the District, its officers, agents and employees to be named as an additional or co-insurance under policies of commercial general liability insurance as broad as the following:

1. General Liability - one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents and volunteers.
3. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its officers, employees, agents and volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.
5. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.
7. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.
8. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
9. The insurer shall have a current A.M. Best's rating of no less than A-:VII or equivalent.

B. If applicable, the permittee shall cover or insure under the applicable laws relating to:

1. Workers' compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and save harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the "Workers' Compensation and Insurance Act".
2. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

C. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (endorsement form or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

Section 5. Safety Regulations

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction. The Permittee shall attend two meetings with District representatives prior to the event described as follows:

A. Permit compliance meeting: Permittee shall demonstrate that all permit conditions have been met.

B. Skipper's and/or Safety meeting: Event organizers and participants shall meet with District representatives to have any questions answered and to receive an update of current Lake conditions which may affect event activities.

Section 6. Conditions

The Permittee shall comply with the conditions set forth on Exhibit C attached hereto and hereby incorporated by this reference.

Accepted by:

2/11/11
Date



Permittee

Date

General Manager

EXHIBIT A

DESCRIPTION OF EVENT

1. Name of Event: *FISHIN' FOR \$50k*
2. Location: *BIG BEAR LAKE*
3. Date(s): *6/11/11 - 6/12/11 6AM - 2PM D*
4. Describe Event: *TROUT TOURNAMENTS FOR TAGGED FISH + LARGEST TROUT OVER 16"*
5. Estimated Number of Participants: *750 MAX*
6. Estimated Number of Spectators: *750*
7. Method of Limiting Attendance: *EVENT MAX OUT 750*
8. Method of Trash Collection and Disposal: *N/A*
9. Proposed First-Aid Services: *911 - LAKE PATROL*
10. Proposed Security Services: *N/A*
11. Proposed Fire Protection Services: *911 - BBLEFD*
12. Proposed Sanitation Facilities: *N/A*
13. Parking Arrangements: *N/A*
14. Name, Address and Telephone Number of Person Available Before and During Event with Authority to Control Event: *ALAN SHARP P.O. Box 1844 BIG BEAR LAKE, CA 92315
909-725-7765*
15. Perimeter control, if applicable: *N/A*

EXHIBIT B

FEE SCHEDULE

1. APPROVED SPECIAL EVENTS (except filming/photos):

| | |
|--------------------------------|--|
| Lake usage fee: Non-commercial | -0- |
| Commercial | \$200/event (or 5% of gross, whichever is greater) |

*Lake Patrol or work boat services (one hour minimum):

| | |
|------------------------------|------------|
| Boat with operator | \$110/hour |
| Each additional staff person | \$ 30/hour |

Other services: actual cost

*These fees will be deducted from the deposit where it is determined that additional Lake Patrol, weed harvesting or similar services will be necessary in the interest of health and safety.

2. GROUP SPECIAL EVENT PERMITS

A discounted boat permit fee for approved special events will be available at prevailing fees for the term of the event to those entrants not already having a boat permit. Any entrant participating for less than the full term of the event shall pay the normal daily permit fees. A minimum number of twenty-five special event boat permits shall be issued for the approved event to qualify for this special group rate. A group special event permit shall not be issued for major holidays or holiday weekends. Permittee shall be responsible for the sale of the special event boat permits. Proper remittance from the sale of these permits must be delivered to the District within three (3) days of the conclusion of the special event. Permittee shall be responsible for all permits including any missing permits. All other special event permit processing fees shall apply. Participants may upgrade the special event discounted boat permit to an annual boat permit by paying the difference between the special event permit fee and the annual permit fee. Upgrades to annual permits shall be handled at the District Administration office only.

**EXHIBIT C
SPECIAL CONDITIONS**

2011 FISHIN' FOR 50K

1. All boating participants will pay the established boat permit fees. The Resort Association of Big Bear Lake will sell Special Event daily boat permits through the tournament headquarters and will be responsible for any lost or missing permits.
2. Game Fish Contest Permit from the State of California, Department of Fish and Game must be submitted to the District at least 30 days prior to the event.
3. A contribution of \$10 per angler to the District for fish stocking.
4. District will require a \$500 deposit to be returned if no additional expenses occur.

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *6B*

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT REQUESTING A GRANT FOR THE OPERATION AND MAINTENANCE OF THE FLOATING RESTROOM(S) FROM THE DEPARTMENT OF BOATING AND WATERWAYS

RECOMMENDATION:

The General Manager and the Administrative Committee (Directors Suhay & Eminger) recommend approval of this Resolution.

DISCUSSION/FINDINGS:

The District will be receiving two new floating restrooms within the next couple months. Along with the restrooms the District can secure a 75% reimbursement, up to \$8000, for the cleaning and maintenance of the restrooms from Boating and Waterways. The grant period is the next two years. Record keeping does not appear to be difficult and would include dates and times for cleaning, supplying and pumping expenses for both staff time and materials or services. In order to secure the grant the District must adopt the attached resolution and submit it along with our application (attached) to Dept. of Boating and Waterways.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

RESOLUTION NO. 2011-02

RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT REQUESTING A GRANT FOR THE OPERATION AND MAINTENANCE OF THE FLOATING RESTROOM(S) FROM THE DEPARTMENT OF BOATING AND WATERWAYS

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BIG BEAR MUNICIPAL WATER DISTRICT as follows:

WHEREAS, Big Bear Municipal Water District is desirous of operating and maintaining the floating restrooms at Big Bear Lake to meet the needs of the boaters and to provide public access to these facilities; and

WHEREAS, the Department of Boating and Waterways is authorized to provide grants to cities, counties, districts, and other public agencies for the operation and maintenance of floating restrooms; and

WHEREAS, Big Bear Municipal Water District is willing to enter into an agreement to provide for the operation and maintenance of the proposed facilities;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Big Bear Municipal Water District by adoption of this resolution hereby requests that the Department of Boating and Waterways provide a Clean Vessel Act Grant for the operation and maintenance of the floating restrooms at Big Bear Lake ; and

BE IT FURTHER RESOLVED that Big Bear Municipal Water District agrees to accept the grant and hereby authorizes the General Manager to sign the grant amendment and accept the grant for the purpose stated above.

PASSED, APPROVED AND ADOPTED by Big Bear Municipal Water District on March 3, 2011 by the following vote:

Ayes: _____
Noes: _____
Absent: _____

Skip Suhay, President

ATTEST:

Vicki Sheppard
Secretary to the Board

(SEAL)

DEPARTMENT OF BOATING AND WATERWAYS

2000 EVERGREEN STREET, SUITE 100
SACRAMENTO, CA 95815-3888
(888) 326-2822
www.dbw.ca.gov



February 3, 2010

Big Bear Municipal Water District
Attn: John Tuttle
P.O. Box 2863
Big Bear Lake, CA 92315

Dear Mr. Tuttle,

Enclosed for execution is the Floating Restroom Operation and Maintenance Grant contract agreement. The contract agreement consists of:

- | | | |
|----|-------------------------------------|----------|
| 1. | Standard Agreement | 3 copies |
| 2. | Standard Agreement/Exhibits A, B, C | 1 set |
| 3 | CCC 307 | 4 pages |
| 5. | Sample Resolution | 1 page |

A separate resolution or minute order accepting the terms of each contract is also required. A sample resolution is attached. For the terms of this contract your organization is considered the CONTRACTOR, please fill out all forms with this in mind.

Before the contracts are official, they must be approved by the State. Do not begin any work or order any materials until you have received your copy of the approved contract.

Please have all documents signed by the appropriate authority and return all documents to:

California Department of Boating and Waterways
Attn: Lauren Harada
2000 Evergreen Street, Suite 100
Sacramento, Ca 95815-3888

An approved copy will be returned to you after approval.

Sincerely,

Kevin Atkinson
Senior Civil Engineer
916-263-8149

Enclosures
Cc: Project File #

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

| |
|-----------------------------|
| AGREEMENT NUMBER |
| REGISTRATION NUMBER 3680 |

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF BOATING AND WATERWAYS (DEPARTMENT)
 CONTRACTOR'S NAME
Big Bear Municipal Water District (GRANTEE)
- The term of this Agreement is: *Shall begin on the Effective Date and continue for Two (2) years from the effective date of this agreement.*
- The maximum amount of this Agreement is: **\$ 8,000.00**
 EIGHT THOUSAND DOLLARS
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference, made a part of the Agreement.
 Location: Big Bear Lake – SSR

- | | |
|---|---------|
| Exhibit A – Floating Restroom Grant Operation and Maintenance Contract Reimbursement | 3 pages |
| Exhibit B – Floating Restroom Grant Operation and Maintenance Standard Terms and Conditions | 4 pages |
| Exhibit C – General Terms and Conditions | GTC 610 |
| Contractor Certification Clauses | CCC 307 |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard%20Language/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.


| | | |
|---|---------------------------|---|
| CONTRACTOR | | California Department of General Services Use Only <input type="checkbox"/> Exempt per: |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Big Bear Municipal Water District | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| ADDRESS P.O. Box 2863 Big Bear Lake, CA 92315 | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME DEPARTMENT OF BOATING AND WATERWAYS | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING LUCIA C. BECERRA, Acting Director | | |
| ADDRESS 2000 EVERGREEN STREET, SUITE 100 SACRAMENTO, CALIFORNIA 95815-3888 | | |

EXHIBIT A
FLOATING RESTROOM GRANT - OPERATION AND MAINTENANCE CONTRACT
REIMBURSEMENT

BIG BEAR MUNICIPAL WATER DISTRICT

1. PARTIES

The parties to this Agreement are as follows:

(a) DEPARTMENT: The Department of Boating and Waterways

(b) GRANTEE: Big Bear Municipal Water District
P.O. Box 2863
Big Bear Lake, California 92315

2. GRANT

- (a) The DEPARTMENT hereby grants up to EIGHT THOUSAND DOLLARS (\$8,000.00), to the GRANTEE, for operation and maintenance of the floating restroom facilities at the Big Bear Municipal Lake in compliance with the regulations of the Clean Vessel Act (50 CFR Part 85).
- (b) The grant shall not exceed SEVENTY FIVE PERCENT (75%) of the allowable project costs. The GRANTEE shall contribute the remaining TWENTY FIVE PERCENT (25%).
- (c) The grant provides for reimbursement with Federal Funds [FED CATALOG 15.616].
- (d) This GRANT is subject to the terms and conditions in Exhibits A, B, and C of this Agreement.

3. TERM OF CONTRACT

- (a) This CONTRACT shall cover the operation and maintenance expenses incurred from the EFFECTIVE DATE of the Contract to February 3, 2013.
- (b) This CONTRACT may be extended, amended or canceled upon agreement of both the DEPARTMENT and the GRANTEE.

5. USER FEES

The GRANTEE may not charge a fee for the use of the facilities covered by this GRANT.

6. SPECIAL PROVISIONS

- (a)
 - 1. The floating restrooms operated and maintained under this grant shall be open and available to the public for the full term of this CONTRACT.
 - 2. The floating restroom facilities shall not be moored, tied to, or located within or immediately adjacent to any marina. The intention of the floating restrooms is to provide sanitary facilities in locations that would not otherwise be available due to

EXHIBIT A

- (b) The grant recipient shall install signage that shall:
 - 1. Acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act. (State supplied sign).
- (c) Operation and Maintenance of Project
 - 1. Because the Department has invested public funds in the floating restroom facilities, the Department has a vested interest in their success. As a condition of the grant funds the Grantee is therefore responsible to ensure that the facilities are operated and maintained in a manner that will prevent discharge of any sewage to the waters of the State, shall be maintained in good working order, and shall be regularly cleaned for the term of this contract.
 - 2. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.
 - 3. The Department and its agents may, at any and all reasonable times during the term of this contract, enter the Project Area for purposes of inspecting the facilities to determine if the facility is being maintained according to the terms of this contract and the Recommended Minimum Maintenance Guidelines listed below.
 - 4. Failure to maintain the facility according to this section is a breach of this contract and may subject the Grantee to Termination of this contract.
 - 5. The Department and its agents may, at any and all reasonable times during the term of this contract, enter the Project Area and install upon the equipment (at no cost to the Grantee) a monitoring device to record the operation and reliability of the facilities operated under this grant.
 - 6. The Grantee shall at a minimum maintain the facility in accordance with the Recommended Minimum Maintenance Guidelines listed below:
 - 1. On a weekly basis inspect the facility for cleanliness, and general operating condition. Perform cleanup/maintenance as required.
 - 2. As recommended by the equipment manufacturer perform preventative maintenance per recommended schedule.
 - 3. Grantee should complete all repairs within 72 hrs of identifying a facility need.
- (d) GRANTEE shall each year provide information about the use and reliability of the floating restroom facilities in the form of a post-implementation evaluation report (PIER) provided by the Department and shall transmit the results of the PIER to the DEPARTMENT no more than 30 days after receipt of the PIER.
- (e) Notices required between the parties shall be deemed to have been given when mailed to the respective addresses herein, first-class postage fully prepaid thereon.

7. PROJECT CONTACTS

DEPARTMENT Contact:

Kevin Atkinson
California Department of Boating & Waterways
2000 Evergreen Street, Suite 100
Sacramento, California 95815
phone: 916-263-8149
fax: 916-263-0648
email: katkinson@dbw.ca.gov

GRANTEE Contact:

John Tuttle
Big Bear Municipal Water District
P.O. Box 2863
Big Bear Lake, California 92315
phone: 909-866-5796

Either party may make changes to the information above by giving ten (10) days written notice to the other party. Said changes shall not require an amendment to this agreement.

End

FLOATING RESTROOM OPERATION AND MAINTENANCE CONTRACT
STANDARD TERMS AND CONDITIONS

ARTICLE I – DEFINITIONS

- A. ALLOWABLE PROJECT COSTS means those permitting, planning, management, signage, labor, design, material and construction costs which are necessarily incurred by the GRANTEE for the purpose of operating and maintaining the PROJECT and are covered by the GRANT as eligible grant activities; such PROJECT COSTS shall not include any expenses incurred prior to the effective date of this CONTRACT nor any expenses incurred for ineligible activities.
- B. CONTRACT means the contract to which these standard terms and conditions are appended.
- C. DEPARTMENT means the Department of Boating and Waterways.
- D. EFFECTIVE DATE means either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
- E. GRANT means a grant provided pursuant to Harbors and Navigation Code Section 72.75 and the Federal Clean Vessel Act of 1992 (50 CFR Part 85) to finance all or part of the PROJECT COSTS.
- F. GRANTEE means the person or entity identified in Exhibit A as the GRANTEE.
- G. OPEN AND AVAILABLE TO THE PUBLIC means that all users (public and private) shall have full and reasonable access to the floating restroom facilities for the purpose of sewage disposal.
- H. PROJECT means those floating restroom units granted to the Grantee by the Department of Boating and Waterways by prior grant agreement. No other restroom facilities are eligible for reimbursable costs covered by this agreement.

ARTICLE II – OPERATION AND MAINTENANCE OF PROJECT

- A. All contracts for the PROJECT shall:
 - 1. Be awarded in accordance with all applicable laws and regulations, including but not limited to competitive bidding.
 - 2. Contain the following clause: "Representatives of the Department of Boating and Waterways shall be allowed access to all parts of the construction work."
 - 3. Contain a clause that the contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the PROJECT and any work performed pursuant to the contract.
- B. Inspection reports and related inspection data shall at all reasonable times be accessible to the DEPARTMENT personnel, and request copies of such reports and data shall be provided to the DEPARTMENT by the GRANTEE.

ARTICLE III - DISBURSEMENT OF GRANT

- A. The DEPARTMENT shall have no obligation to disburse any of the GRANT to cover costs unless and until the GRANTEE demonstrates that it has acquired permits necessary (as applicable) to construct or repair the PROJECT.
- B. The Grantee may request periodic reimbursement payments for the operation and maintenance of the PROJECT. The reimbursement requests shall cover a minimum period of six (6) months of expenses, unless otherwise approved by the Department.
- C. Grantee shall account for all project costs expended under this grant as required by the DEPARTMENT. Prior to disbursement of funds, GRANTEE shall provide (in triplicate) the DEPARTMENT with (1) copies of all invoices, receipts, timesheets, and (2) a final summary of all project costs.
- D. The GRANTEE shall request final payment in writing under this CONTRACT no later than SIXTY (60) days following the end date of the contract term.
- E. The DEPARTMENT may withhold any payment of GRANT funds for failure by the GRANTEE to comply with any of the conditions and provisions of this CONTRACT.

ARTICLE IV - LIABILITY

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT including the right to contribution for any loss or damage arising from, growing out or in any way connected with or incident to this CONTRACT.
- B. The GRANTEE shall indemnify, hold harmless, and defend the DEPARTMENT, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the PROJECT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE V - WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this CONTRACT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with CONTRACT, shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE VI - REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or the GRANTEE of any remedy specified in the CONTRACT for the enforcement of the CONTRACT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE VII - OPINIONS AND DETERMINATIONS

Where the terms of this CONTRACT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE VIII – ASSIGNMENT, SALE, OR TRANSFER

- A. No assignment, sale, or transfer of this CONTRACT or any part hereof, rights hereunder, or interest herein by GRANTEE shall be valid pursuant to Exhibit C 3. unless and until it is approved in writing by the DEPARTMENT and made subject to such reasonable terms and conditions as the DEPARTMENT may impose.
- B. GRANTEE shall require, as a condition of assignment, sale or transfer of the property on which the PROJECT is constructed, the assignee, purchaser or transferee of the property to assume, in writing, in such manner as shall be satisfactory to the DEPARTMENT, the obligations of this CONTRACT. Failure to comply with this provision shall constitute a default pursuant to ARTICLE XII B of Exhibit B of this CONTRACT

ARTICLE IX - SUCCESSORS AND ASSIGNS OBLIGATED

This CONTRACT and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

ARTICLE X - PRIOR TERMINATION

The CONTRACT shall terminate on the date specified in EXHIBIT A, Paragraph 3 of this CONTRACT if (1) the GRANTEE has not met all conditions precedent to disbursement under this CONTRACT by such date, or (2) if no disbursement by the DEPARTMENT of GRANT funds occurs by such date.

ARTICLE XI - AUDIT

In addition to the audit requirements specified in Exhibit C-4, GRANTEE understands and agrees that, as a recipient of Federal Funds, it must comply with any applicable audit requirements imposed by federal law, regulations or policy, such as the Single Audit Act and the reporting requirements set forth in OMB Circular A-135.

ARTICLE XII – TERMINATION

- A. TERMINATION FOR CONVENIENCE
 - 1. The DEPARTMENT may terminate this CONTRACT at any time for the convenience of the State upon THIRTY (30) days prior written notice, delivered by certified mail or in person to GRANTEE. Upon notice of such termination, GRANTEE shall, within 30 days, return by check payable to the DEPARTMENT all unexpended grant funds not previously approved for expenditure by the DEPARTMENT.
 - 2. GRANTEE may terminate this CONTRACT at any time upon THIRTY (30) days prior written notice, delivered by certified mail or in person to the DEPARTMENT, provided, however, that upon any such termination of the CONTRACT, GRANTEE shall, within

thirty (30) days of such termination, reimburse by check payable to the DEPARTMENT all funds contributed by the DEPARTMENT to the PROJECT on a prorated basis as determined by the DEPARTMENT.

B. TERMINATION FOR DEFAULT

The DEPARTMENT may at any time upon NINETY (90) days prior written notice of default, and, when applicable, after having afforded GRANTEE an opportunity to cure any breach pursuant to ARTICLE VII, terminate this CONTRACT if the GRANTEE has failed to abide by any applicable provision of this CONTRACT. In such case, GRANTEE shall, within NINETY (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the DEPARTMENT to the PROJECT on a prorated basis as determined by the DEPARTMENT.

ARTICLE XIII WAIVERS

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any written waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind

ARTICLE XIV DISPUTE RESOLUTION

Any dispute arising under the terms of this CONTRACT which is not disposed of within a reasonable period of time by the GRANTEE and DEPARTMENT representatives normally responsible for the administration of this CONTRACT shall be brought to the attention of the Director of the DEPARTMENT or his designee. At the request of either party, the DEPARTMENT shall provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this CONTRACT in a court of competent jurisdiction

ARTICLE XV WAIVER OF THE STATUTE OF LIMITATIONS

GRANTEE waives the benefit of any limitations affected its liability hereunder or the enforcement thereof to the extent permitted by law.

ARTICLE XVI NOTICES

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses herein, first-class postage fully prepaid thereon, unless otherwise required by law.

ARTICLE XVII – COMPLIANCE WITH FEDERAL REQUIREMENTS

GRANTEE shall comply with all applicable Federal laws, regulations and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other administrative guidelines, and are incorporated herein by this reference as if fully set forth.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: This section is superseded by Article IV of Exhibit B to this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public

Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded

by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

Pursuant to Public Contract Code Section 10344, if this contract involves the furnishing of equipment, materials, or supplies then it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as that term is defined in Section 17030 of the Business and Professions Code.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County of</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

| | | | | | | | | | |
|--|---|--|---------------------|-----------------|---------------------|--------------------------------------|----------------|----------|----------------|
| 1 | <p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p> | | | | | | | | |
| 2 | <p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p> | | | | | | | | |
| 3 | <p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p> | | | | | | | | |
| 4 | <p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table> | Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: | wscs.gen@ftb.ca.gov | For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov |
| Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: | wscs.gen@ftb.ca.gov | | | | | | |
| For hearing impaired with TDD, call: | 1-800-822-6268 | Website: | www.ftb.ca.gov | | | | | | |
| 5 | <p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p> | | | | | | | | |
| 6 | <p>This section must be completed by the State agency requesting the STD. 204.</p> | | | | | | | | |
| | <p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p> | | | | | | | | |

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: *March 3, 2011*

AGENDA ITEM: *6C*

SUBJECT:

CONSIDER APPROVAL OF THE PURCHASE OF AN 80' REPLACEMENT DOCK FOR THE WEST RAMP

RECOMMENDATION:

The General Manager and the Facilities Committee (Directors Smith & Fashempour) recommend approval of this purchase.

DISCUSSION/FINDINGS:

Following up on a previous Facilities Committee meeting Staff solicited bids from three dock builders for an 80 foot replacement dock with gangway at the West Ramp. The dock will be constructed of galvanized steel with a composite decking system. As a cost saving measure for the current fiscal year only a single dock was proposed for purchase from the \$120,000 budgeted in the Capital expense fund. The bids came in as follows: Atlantic Meeco \$29,696; MJS Dock Service \$46,159; Big Bear Dock Systems \$59,496. The prices all include delivery to the District and the same specifications for construction and materials. Based on the outcome of the bidding process, the Committee recommends award of the work to Atlantic Meeco. The delivery is anticipated six weeks after the order is made. After seeing the results of the bid and realizing that the low bidder is about half of what the Committee was expecting to pay for a single dock, they asked Staff to investigate the possibility of a discount if a second dock was purchased at the same time or holding the price for purchase of a second dock and invoiced to the District on or after July 1, 2011 (new fiscal year). Mike Stephenson will report the answers to these questions at the Board meeting.

OTHER AGENCY INVOLVEMENT: None

FINANCING: Capital Improvement

Submitted by: Scott Heule, General Manager