Lake Management

Board of Directors

Steve Ludecke – Division 1 Bob Rehfuss – Division 2 Craig Brewster – Division 3 Mark Lee – Division 4 Tom Bradford – Division 5

NOTICE OF REGULAR BOARD MEETING October 19, 2023 A G E N D A

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

Next Resolution Number: 2023-05

OPEN SESSION: 1:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. 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)

4. REPORTS

- A. Interim General Manager
- B. Chief Operations Officer
- **C.** Committee- the following committee met since the last regular Board meeting: Administrative

5. CONSENT CALENDAR

- A. Minutes of a Regular Meeting on September 21, 2023.
- B. Garstin Island Insurance Contract.
- C. Hard-Wire Internet Installation at East Ramp not to exceed \$47,490.69.
- D. Big Bear Lake Marina increased storage space agreement.
- **E.** Warrant list dated 10/16/2023 in the amount of \$386,846.25.

6. BUSINESS

A. Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding the DRAFT Big Bear Fire Dock land use and temporary dock location contract.

B. Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding two additional ADT security

cameras at the East Public Launch ramp and a new fire panel for monitoring to replace the old one that is obsolete.

C. Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding purchasing of two sea-doos for lake patrol to the lowest bid not to exceed \$44,245.15.

D. Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding the proposal received by Ralph Andersen & Associates for GM Recruitment services not to exceed \$38,750.

7. ITEMS REMOVED FROM CONSENT AND PLACED ON BUSINESS

- 8. ANNOUNCEMENTS
- 9. DIRECTOR COMMENTS
- 10. ADJOURNMENT
- NEXT MEETING: Open Session at 1:00 P.M. Thursday, November 16, 2023 40524 Lakeview Drive Big Bear Lake, CA 92315

PLEASE NOTE:

Agenda related writings or documents provided to the Board of Directors are available for public inspection at <u>www.bbmwd.com</u> or in the District office during business hours, 8:00 am – 4:30 pm Monday – Friday.

Five (5) minutes may be allotted to each speaker for an item on the agenda and three (3) minutes may be allotted to each speaker for an item that is not on the agenda up to a maximum of thirty minutes for each subject matter. A speaker who utilizes a translator, except if the speaker uses simultaneous translation equipment, shall receive twice the time allotted for a speaker that does not utilize a translator. (Cal. Gov. Code § 54954.3.)

No disruptive conduct shall be permitted at any Board meeting. Persistence in boisterous or disruptive conduct (including but not limited to what the general public would consider prophane, explicit, or obscene language) shall be grounds for a summary termination, by the President, of that person's privilege to address the Board and the President may take such other actions in accordance with the Brown Act including, but not limited to, clearing the room of those willfully interrupting the meeting. (Cal. Gov. Code § 54957.9)

Individuals should contact the General Manager or designee if he/she requires disability-related accommodation or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

MINUTES OF A REGULAR MEETING OF BIG BEAR MUNICIPAL WATER DISTRICT HELD ON THURSDAY, September 21, 2023

1. OPEN SESSION

President Bradford opened the regularly scheduled Board meeting at 12:59 PM at the Big Bear Municipal Water District located at 40524 Lakeview Drive, Big Bear Lake, CA 92315 on Thursday September 21, 2023.

BOARD MEMBERS PRESENT:

Steve Ludecke, Vice President Mark Lee, Director Tom Bradford, President

2. PLEDGE OF ALLEGIANCE

Mark Lee

3. PUBLIC FORUM

Larry Cooke, a resident of Big Bear Lake, had a question about working on dock systems and had a question about the footprint and what that is defined as. Mr. Stephenson explained this is the footprint of the dock, the largest surface area that you walk on.

4. REPORTS

A. General Manager, Mike Stephenson, asked President Bradford to jump to business item A because we have John Wilkes with CARPI lining on the phone right now ready for his presentation; President Bradford agreed.

Mr. Stephenson reported, that we had an outreach event this week with a home school group, Classic Conversations of Big Bear. They had a great time, and their parents thought the information was fantastic, it was a great thing for both sides. There is a new destratification system that we are putting together as we speak. The issue we had was finding a system that could pump the depth that we needed. We should be able to install the next week or so. We have slowed down out on the lake, so we are ramping down staff.

B. Nothing from the administration committee to report from their meeting last week.

5. CONSENT CALENDAR

- A. Minutes of a Special Meeting on September 7, 2023.
- B. Minutes of a Regular Meeting on September 7, 2023.
- **C.** Contract of Interim General Manager beginning October 16, 2023 through an initial term of May 15, 2024.
- D. Warrant list dated 9/18/2023 in the amount of \$330,317.77.

Discussion:

No comments were made.

With a motion made by Vice President Ludecke, and seconded by Director Lee, the consent calendar was approved unanimously: AYES: Ludecke, Lee, Bradford NO: -ABSTAIN: -

6. BUSINESS

A. Virtual Presentation from John Wilkes of CARPI membrane lining for Bear Valley Dam upgrade INFORMATION ONLY.

Discussion:

John Wilkes from CARPI membrane lining is giving a short presentation on how this lining could help our Dam and be applied to our dam. He will be going over some relatable projects which would be similar to the Big Bear Dam. President Bradford wanted to clarify that if we time this installation right, we can really cut the cost down, which is correct. If we wait until about 10 feet from full, we save almost about a million dollars. That is why we approved this method for the approval process a few meetings ago, so we are about six months into our year timeline of DSOD approval. We are under our own timeline right now, and we can wait until the right lake level is down. DSOD has already given us authorization to use this product, so we are waiting for the plan to be finalized by our engineers. President Bradford asked how long the permitting process will take and how long will the permit be in place before we start the work. Dams have an environmental exemption because of their importance, we need to be able to repair our Dam at any time. We have been told this was only about a 30-day project once they start the project. The ideal time would be October to install whenever the permits and approval process is complete. President Bradford wanted to assume that we want to do this a year from now, what happens if we are not able to do this project because we fill and spill this coming winter? What would the cost be if we have to wait, could we buy the material upfront? Mr. Stephenson explained we were told this project was very small and they would always have this material available, which is another reason to purchase the material upfront. Wants to get the material ahead of time to be ready when the water level is right. Mr. Stephenson suggested we do something like a hard start date, 10 feet down from full or 2025 whichever comes first, and lock in something now to keep the price down.

Vice President Ludecke has one concern that a portion of the project would be T&M and the rest of the project would be a fixed price. But what we should do is lock in those price perimeters, so we are going to agree, at 10' down from full, we will move forward underwater. Board would like to see the three scenarios in a cost breakdown for the board to discuss in the near future.

No Vote Needed – Information Only

B. Board to consider and approve Resolution 2023-05 Quagga/Zebra Mussel Infestation Prevention Fee Grant Program Application and Funding Agreement.

Discussion:

Mr. Stephenson said we are considering another resolution for our quagga grant to state that we will accept their money and will abide by their rules. President Bradford asked if this was a state or federal grant? It's

a state grant. What are we tied to receive this money? Mr. Stephenson explained this is because our quagga program, and it's nothing that we don't already do as far as some reporting. This opportunity would end if we did have quaggas, but as of today, we just got another negative test, we are quagga free.

With a motion made by Vice President Ludecke, and seconded by Director Lee, Resolution 2023-05 Quagga/Zebra Mussel Infestation Prevention Fee Grant Program Application and Funding Agreement was unanimously approved: AYES: Ludecke, Lee, Bradford

NO:

ABSTAIN:

7. ITEMS REMOVED FROM CONSENT CALENDAR N/A

8. ANNOUNCEMENTS

We will be adjourning the first meeting in October and first meeting in November.

9. DIRECTOR COMMENTS

Vice President Ludecke thanked Brittany for stepping up and taking on the Interim General Manager role as Mike steps away as General Manager.

10. ADJOURN

There being no further business, the meeting was adjourned at 2:29 PM.

DATE AND TIME OF NEXT MEETING

Date: October 16, 2023 Location: 40524 Lakeview Drive Big Bear Lake, CA 92315 Time: 1:00 PM

Brittany Lamson, Secretary to the Board of Directors of Big Bear Municipal Water District

[SEAL]

RESIDENTIAL DOCK LICENSE INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement ("Agreement") is made by the Big Bear Municipal Water District, a California municipal district, ("District"), and (the "Owners"), on this 7th day of January 2022.

a. WHEREAS:

- A. The Federal Government owns the parcel commonly known as Parcel: USFS #58, also known as Garstin Island or China Island (the "Subject Property").
- B. The Subject Property, is a forestry parcel that is intermittently an island, depending on the Big Bear Lake water level. Owners cannot locate insurance that will name District and its officers, agents and employees as an additional insured regarding the subject property, as generally required by District's annual dock license.
- C. District exercises its sounds discretion to enter into the present additional agreement with Owners, whereby Owners agrees and stipulates that District is not liable for incidents that occur on or near Owners' property, caused by or in the vicinity of Owners' dock.
- D. As a further condition of District approval of the Agreement, Owners will provide proof of insurance annually, pursuant to District's annual dock license requirements.

THEREFORE, IT IS HEREBY AGREED:

1. <u>Indemnity</u>. That in consideration for District entry in to this Agreement, the Owners ("Indemnifying Party") agrees to defend, indemnify, protect and hold harmless District, including its officers, directors, agents and employees, and each of them, (each, an "Indemnified Party") from and against all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, losses or liabilities, in law or equity, of every kind and nature whatsoever (collectively, "Indemnity Claims"), arising out of or in connection with any of District's activities on or near the Subject Property.

If an Indemnified Party determines that it is entitled to defense and indemnification under this Section, such Indemnified Party shall promptly notify the Indemnifying Party in writing of the Indemnity Claim and provide all reasonably necessary or useful information, and authority to settle and/or defend Indemnity Claim. Defense and indemnification provided by the Indemnifying Party under this Section shall be provided with legal counsel reasonably agreed to by the Indemnified Party. No settlement that would impose costs or expense upon the Indemnified Party shall be made without such Party's written consent.

- <u>No Duties to Third Parties</u>; <u>No Change to Standards of Care Imposed by Law.</u> Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liabilities of either party to the Agreement by imposing any standard of care, different from the standard of care imposed by law or by other agreements between the Parties.
- 3. <u>Insurance.</u> Owners will provide proof of insurance annually, pursuant to District's annual dock license requirements. Owners are not required to name District, its officers, agents and employees as "Additional Insured" in regards to the dock. District must receive a copy of the ISO CG2501 or insurer's equivalent endorsement. The minimum coverage required is as follows:
 - (1) SFR Docks up to three (3) slips; \$300,000 minimum;
 - (2) SFR Docks more than three (3) slips: \$300,000 minimum plus \$100,000 minimum for each slip more than three (3); and
 - (3) Business/Multi-Family Residential Docks: \$1,000,000 minimum.

IN WITNESS WHEREOF, the parties have caused this Residential Dock License Indemnification Agreement to be executed by their duly authorized officers.

Eric Sussman

Big Bear Municipal Water District

By:

By:

Owner, USFS #58

General Manager

Scott Anderson

By:

Owner, USFS #58



NON-STANDARD INSTALLATION PAYMENT AGREEMENT

THIS IS NOT A BILL

Date:10/13/2023 Customer Name: BIG BEAR MUNICIPAL WATER DISTRICT Customer Address: 41911 N SHORE DR City, State, Zip Code: BIG BEAR CITY, CA 92314 Prism: 4593087

Dear Customer:

Thank you for your interest in becoming a Spectrum Business customer. We have completed a site survey of your address and have determined that your location is accessible only by performing a non-standard installation. Our company's policy regarding non-standard installation is to offer you the opportunity to pay for a portion of the non-standard installation costs so that we may service your business. Spectrum Business will absorb the first \$8,000 in costs for the non-standard installation.

The estimated cost for the non-standard installation of Spectrum Business Services to your location is \$55,490.69

Summary of Spectrum Business Non-Standard Installation Costs

Total Non-Standard Installation Costs:	\$ 55,490.69
Spectrum Business pays for the first \$8k	\$ 8,000.00
Total Customer Pays:	\$ 47,490.69

If you wish to proceed with the installation of Spectrum Business Services, please acknowledge your agreement by signing below, as directed. Once Spectrum Business receives this Agreement signed by you, an invoice of the non-standard installation fee will then be generated and sent to you based on your preferred method of delivery indicated below. Upon receiving the invoice, copayment must be sent via Money Order or Check and received within forty five (45) days or the order will be canceled.

Indicate your preferred method for receiving the non-standard installation invoice, which will include further instructions on payment (**DO NOT SEND PAYMENT AT THIS TIME**):

Email Address:	
U.S. Postal Service Address:	

Please indicate your preferred method for making the payment for your non-standard installation invoice. If EFT or CC is selected, you will receive a link to make payment as part of your invoice.

Credit Card (Visa or Mastercard) / EFT:	
Check:	



You understand and agree that Spectrum Business shall own the plant installed and it shall constitute the personal property of Spectrum Business of which Spectrum Business shall have exclusive and sole right to control and use such plant.

THIS IS NOT A BILL

** Do not send payment at this time. **

Please return a signed copy of this letter by selecting one (1) of the following methods:

- 1. Return a signed copy of this agreement to your Spectrum sales representative or
- 2. Email a copy of your signed agreement to: SMB-SRC-Copay@charter.com

If Spectrum Business does not receive this letter of acceptance within 10 business days, Spectrum Business, will consider this a rejection of this offer for Spectrum Business installation.

If you have any questions or concerns, please call the Service Recovery and Compliance team at (833) 487-4772.

Sincerely,

Spectrum Business

Customor	Acknowledgement:	
Customer	Acknowledgement.	

Date:

Printed Name:

Spectrum Business ™ is the brand name for the commercial services of Charter Communications

AMENDMENT NO. 1

This Amendment No. 1 ("Amendment") is entered into this 19th day of October, 2023, by the Big Bear Municipal Water District (hereinafter "Lessor") located at 40524 Lakeview Dr, Big Bear Lake, CA 92315, and Big Bear Lake Marina, Inc. (hereinafter "Lessee"), located at 500 Paine Ct., Big Bear Lake, CA 92315 agree as follows:

RECITALS

A. On or about August 16, 2018, Lessor and Lessee executed a LEASE and AGREEMENT for the real property commonly known as Big Bear Marina ("Agreement").

B. On or about September 1, 2023, Lessor requested to extend their storage space, identied as "Parcel 2" from the original agreement of 8,400 sq ft to now 20,000 sq ft., whereby Lessor would pay \$0.33 per sq ft as shown in Figure 1.

NOW, THEREFORE, in consideration of the mutual obligations in this Amendment, the Parties to this Amendment agree as follows:

1. Section 4: 'Consideration' of the LEASE and AGREEMENT is modified to read in its as follows: Lessee shall pay **six thousands and six hundred dollars and zero cents (\$6,600)** per year, payable on July 1 of each year for the use of "Parcel 2" for boat and trailer storage use only. This fee shall increase annually 2%.

2. Except as amended or supplemented herein or in previous amendments the terms and conditions of the original LEASE and AGREEMENT shall remain in full force and effect. Notwithstanding the immediately preceding sentence, Amendment 1 and the Agreement shall be interpreted in a manner consistent with the intent of this Amendment.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Amendment No. 1 to be executed as of the day and year first above written.

Big Bea	r Lake Marina, Inc.	BIG BEAR MUNICIPAL WATER DISTRICT, a public agency
By:		Ву:
Name:		Name:
Its:		Its:

Increase storage Parcel 2



Note: Area shown above for parcel 2 for use purposes, not billing.

10/16/23

Num	Туре	Date	Name	Account	Paid Amount
160957	Bill Pmt -Check	10/13/2023	ACWA AGENCY DUES	1001-01 · Accounts Payable	
10042023	Bill	10/04/2023		5509-04 · ADMIN-Member/Subs/Permits-ACWA	-21,260.00
TOTAL					-21,260.00
160918	Bill Pmt -Check	09/21/2023	ADT COMMERCIAL	1001-01 · Accounts Payable	
151949 151948 151948 151949	Bill Bill Bill Bill	08/31/2023 08/31/2023 08/31/2023 08/31/2023		5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels	-1,392.43 -1,182.15 -1,481.52 -1,376.89
TOTAL					-5,432.99
160935	Bill Pmt -Check	09/21/2023	ADT COMMERCIAL	1001-01 · Accounts Payable	
151949	Bill	08/31/2023		5810-02 · Facility Improvements/Remodels	-1,265.84
TOTAL					-1,265.84
160945	Bill Pmt -Check	10/05/2023	ADT COMMERCIAL	1001-01 · Accounts Payable	
152203 152211 152212 152212	Bill Bill Bill Bill	09/20/2023 09/20/2023 09/21/2023 09/21/2023		5810-02 · Facility Improvements/Remodels 5630-10 · ADMIN-Bldg/Facility Maint/Rep 5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels	-3,249.00 -170.00 -1,830.82 -3,456.91
TOTAL					-8,706.73
160958	Bill Pmt -Check	10/13/2023	ADT COMMERCIAL	1001-01 · Accounts Payable	
152269 152268 152286 152306	Bill Bill Bill Bill	09/27/2023 09/27/2023 09/28/2023 09/29/2023		5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels 5810-02 · Facility Improvements/Remodels	-2,953.61 -1,752.17 -2,758.38 -1,760.28
TOTAL					-9,224.44
160959	Bill Pmt -Check	10/13/2023	ALESHIRE & WYNDER LLP	1001-01 · Accounts Payable	
80603	Bill	10/06/2023		5520-01 · ADMIN-District Counsel	-3,711.60
TOTAL					-3,711.60
160919	Bill Pmt -Check	09/21/2023	ALL PROTECTION ALARM	1001-01 · Accounts Payable	
1391372 1392178 1390992	Bill Bill Bill	09/06/2023 09/06/2023 09/06/2023		5630-10 · ADMIN-Bldg/Facility Maint/Rep 5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP 5630-10 · ADMIN-Bldg/Facility Maint/Rep	-91.70 -168.30 -67.50
TOTAL					-327.50
160946	Bill Pmt -Check	10/05/2023	AMAZON CAPITAL SERVICES	1001-01 · Accounts Payable	
1RGV	Bill	08/26/2023		5503-01 · ADMIN-Office Supplies-Office	-32.50
1KW4 13YM-9	Bill Bill	09/27/2023 10/04/2023		5630-40 · OPS-Bldg/Fac Mtn/Rep 5570-41 · OPS-Osha/Equipment 5630-42 · OPS-Bldg/Fac Mtn/Rep-EAST RAMP	-12.92 -710.70 -116.44
TOTAL					-872.56
160956	Bill Pmt -Check	10/05/2023	AMAZON CAPITAL SERVICES	1001-01 · Accounts Payable	
19QD-D	Bill	09/14/2023		5580-41 · OPS-Boat Maintenance-Patrol	-55.49
TOTAL					-55.49
160947	Bill Pmt -Check	10/05/2023	ATWELL SHAWN (REIMBURSE)	1001-01 · Accounts Payable	
9/29/20	Bill	10/04/2023		5505-09 · ADMIN-Phone-Employee Reimb	-50.00

10/16/23

Num	Туре	Date	Name	Account	Paid Amount
TOTAL					-50.00
160960	Bill Pmt -Check	10/13/2023	BEST BEST & KRIEGER LLP	1001-01 · Accounts Payable	
976302	Bill	10/04/2023		5520-01 · ADMIN-District Counsel	-2,671.40
TOTAL					-2,671.40
160920	Bill Pmt -Check	09/21/2023	BIG BEAR DISPOSAL	1001-01 · Accounts Payable	
000009	Bill	09/01/2023		5507-41 · OPS-Utilities-Main Office	-345.70
TOTAL					-345.70
160921	Bill Pmt -Check	09/21/2023	BIG BEAR GRIZZLY	1001-01 · Accounts Payable	
08312023	Bill	08/31/2023		5520-08 · ADMIN-Legal- Public Notices 5540-31 · MAINT-PreEmployment Advertising	-90.75 -711.00
TOTAL					-801.75
160961	Bill Pmt -Check	10/13/2023	BIG BEAR PAINT CENTER, INC	1001-01 · Accounts Payable	
339751	Bill	09/28/2023		5630-42 · OPS-Bldg/Fac Mtn/Rep-EAST RAMP	-69.60
TOTAL					-69.60
160922	Bill Pmt -Check	09/21/2023	BUTCHER'S BLOCK AND BUILDING	1001-01 · Accounts Payable	
2309-89 2309-89	Bill Bill	09/13/2023 09/13/2023		5640-02 · WATER-Dam Maintenance 5640-02 · WATER-Dam Maintenance	-7.93 -20.26
TOTAL	Diii	00,10,2020			-28.19
160962	Bill Pmt -Check	10/13/2023	BUTCHER'S BLOCK AND BUILDING	1001-01 · Accounts Payable	
2309-89	Bill	09/18/2023		5660-02 · Aquatic Plant Control LAKE	-169.02
2309-90	Bill	09/20/2023		5640-02 · WATER-Dam Maintenance 5543-30 · MAINT-Small Tools/Tool Supplies	-5.82
2309-90	Bill	09/22/2023		5580-42 · OPS-Boat Maintenance-Work	-16.37
2309-90 2309-90	Bill Bill	09/25/2023 09/28/2023		5630-42 · OPS-Bldg/Fac Mtn/Rep-EAST RAMP 5630-42 · OPS-Bldg/Fac Mtn/Rep-EAST RAMP	-601.97 -67.97
2309-90 2310-90	Bill Bill	09/29/2023 10/02/2023		5580-40 · OPS-Boat Maintenance 5580-41 · OPS-Boat Maintenance-Patrol	-64.59 -116.30
TOTAL	Diii	10/02/2020			-1,078.66
160937	Bill Pmt -Check	09/28/2023	BVBGSA C/O DWP (V)	1001-01 · Accounts Payable	
21172	Bill	09/19/2023		6000-03 · Lake Impr - Replenish BB (GSA)	-67.74
TOTAL					-67.74
EFT	Bill Pmt -Check	10/10/2023	BVE (EFT)	1001-01 · Accounts Payable	
092220	Bill	09/22/2023		5507-22 · WATER-Utilities-Dam	-203.66
092220	Bill Bill	09/22/2023 09/22/2023		5507-21 · WATER-Utilities-Aerator 5507-43 · OPS-Utilities-Ramps	-2,283.14 -91.71
092220 092720	Bill	09/27/2023		5507-22 · WATER-Utilities-Dam	-71.31
092720	Bill	09/27/2023		5507-43 · OPS-Utilities-Ramps	-216.85
TOTAL					-2,866.67
EFT	Bill Pmt -Check	10/13/2023	BVE (EFT)	1001-01 · Accounts Payable	
100320 100320	Bill Bill	10/03/2023 10/03/2023		5507-41 · OPS-Utilities-Main Office 5507-42 · OPS-Utilities-Vacant Lot	-131.61 -13.95
TOTAL					-145.56

10/16/23

Num	Туре	Date	Name	Account	Paid Amount
0008869	Bill	10/04/2023		5507-42 · OPS-Utilities-Vacant Lot 5507-41 · OPS-Utilities-Main Office	-296.00 -2,079.64
TOTAL					-2,375.64
160923	Bill Pmt -Check	09/21/2023	COMPUTER VILLAGE	1001-01 · Accounts Payable	
17558	Bill	09/15/2023		5620-10 · ADMIN-Equip Maintenance 5509-13 · ADMIN - Microsoft 365 Subscript 5505-01 · ADMIN-Phones Local/Hardware/Rep	-150.00 -349.00 -230.40
TOTAL					-729.40
160948	Bill Pmt -Check	10/05/2023	COMPUTER VILLAGE	1001-01 · Accounts Payable	
17626	Bill	09/21/2023		5530-02 · ADMIN- Computer Consults	-160.00
TOTAL					-160.00
160938	Bill Pmt -Check	09/28/2023	CONNELLY PUMPING SERVICE	1001-01 · Accounts Payable	
27279	Bill	09/26/2023		5632-02 · MAINT-SS Reliefs Pumping	-300.00
TOTAL					-300.00
160949	Bill Pmt -Check	10/05/2023	CSB DEPT OF INNOVATION & TECH	1001-01 · Accounts Payable	
28916	Bill	08/31/2023		5506-41 · OPS-Radio Service Contract	-214.32
TOTAL					-214.32
160924	Bill Pmt -Check	09/21/2023	CSB SOLID WASTE MANAGEMENT	1001-01 · Accounts Payable	
080807	Bill	09/14/2023		5630-30 · MAINT-Bldg/Facility Maint/Rep	-335.05
TOTAL					-335.05
160964	Bill Pmt -Check	10/13/2023	DIY HOME CENTER	1001-01 · Accounts Payable	
26292	Bill	10/04/2023		5580-41 · OPS-Boat Maintenance-Patrol	-20.82
TOTAL					-20.82
160939	Bill Pmt -Check	09/28/2023	DWP-CITY OF BIG BEAR LAKE	1001-01 · Accounts Payable	
092620	Bill	09/26/2023		5507-41 · OPS-Utilities-Main Office	-15.39
092620 092620	Bill	09/26/2023 09/26/2023		5507-41 · OPS-Utilities-Main Office 5507-43 · OPS-Utilities-Ramps	-99.14 -20.54
092620	Bill	09/26/2023		5507-43 · OPS-Utilities-Ramps	-207.43
TOTAL					-342.50
160925	Bill Pmt -Check	09/21/2023	EADIE & PAYNE	1001-01 · Accounts Payable	
144055	Bill	09/18/2023		5530-01 · ADMIN-Prof&Spec-AUDITOR	-16,555.00
TOTAL					-16,555.00
160926	Bill Pmt -Check	09/21/2023	FEDEX	1001-01 · Accounts Payable	
8-255-6	Bill	09/15/2023		5501-02 · ADMIN-Post&Ship WATER TESTING	-181.23
TOTAL					-181.23
EFT	Bill Pmt -Check	10/13/2023	FRONTIER (EFT)	1001-01 · Accounts Payable	
909866	Bill	09/28/2023		5505-04 · ADMIN-Phone At the Dam	-49.45
909866 909866	Bill Bill	10/01/2023 10/01/2023		5505-02 · ADMIN-Phones Ramps Local Svc 5505-02 · ADMIN-Phones Ramps Local Svc	-387.00 -160.38
909866	Bill	10/01/2023		5505-03 · ADMIN-Phones Long Distance	-6.72

10/16/23

Big Bear MWD Warrant List Detail otember 19 through October 16, 2023

September 19 through October 16, 2023	
	_

Num	Туре	Date	Name	Account	Paid Amount
TOTAL					-1,096.18
160965	Bill Pmt -Check	10/13/2023	GALLS LLC	1001-01 · Accounts Payable	
025724	Bill	09/20/2023		5541-41 · OPS-Uniform/Sm Equip-Reg Empl	-86.35
TOTAL					-86.35
160966	Bill Pmt -Check	10/13/2023	GEI CONSULTANTS INC	1001-01 · Accounts Payable	
3139390	Bill	10/06/2023		6100-02 · Dam Repair- Sluice Gates	-3,366.00
3139396 TOTAL	Bill	10/06/2023		6100-02 · Dam Repair- Sluice Gates	-9,576.00 -12,942.00
101712					12,012.00
160967	Bill Pmt -Check	10/13/2023	HELMUTS MARINE SERVICES	1001-01 · Accounts Payable	
202309 202311 202311 202311 202308	Bill Bill Bill Bill Bill	07/15/2023 07/21/2023 07/21/2023 07/25/2023 10/11/2023		5580-40 · OPS-Boat Maintenance 5580-41 · OPS-Boat Maintenance-Patrol 5580-41 · OPS-Boat Maintenance-Patrol 5580-41 · OPS-Boat Maintenance-Patrol 5580-41 · OPS-Boat Maintenance-Patrol	-665.73 -42.58 -101.11 -82.30 -162.90
TOTAL		10/11/2023		3300-41 ° OF 3-Dual Maintenance-Faitor	-1,054.62
160950	Bill Pmt -Check	10/05/2023	HOLLOWAYS MARINA	1001-01 · Accounts Payable	7 0 40 00
35551CR TOTAL	Bill	09/28/2023		5590-41 · OPS-Petroleum-VESSELS	-7,848.08
TOTAL					1,010.00
160951	Bill Pmt -Check	10/05/2023	HOOVER BEN (REIMBURSE)	1001-01 · Accounts Payable	
10/22/2	Bill	10/04/2023		5505-09 · ADMIN-Phone-Employee Reimb	-50.00
TOTAL					-50.00
160927	Bill Pmt -Check	09/21/2023	KENT MICHAEL (REIMBURSE)	1001-01 · Accounts Payable	
09/17/2	Bill	09/20/2023		5505-09 · ADMIN-Phone-Employee Reimb	-50.00
TOTAL					-50.00
160968	Bill Pmt -Check	10/13/2023	MERCURY MARINE	1001-01 · Accounts Payable	
13127134	Bill	09/28/2023		5580-41 · OPS-Boat Maintenance-Patrol	-179.36
TOTAL					-179.36
160952	Bill Pmt -Check	10/05/2023	MOONRIDGE FUEL HAUPT RALPH	1001-01 · Accounts Payable	
00106295	Bill	09/30/2023		5590-41 · OPS-Petroleum-VESSELS	-443.58
TOTAL					-443.58
160928	Bill Pmt -Check	09/21/2023	MOUNTAIN WATER COMPANY	1001-01 · Accounts Payable	
94623-1	Bill	07/17/2023		5507-43 · OPS-Utilities-Ramps	-185.00
TOTAL					-185.00
160953	Bill Pmt -Check	10/05/2023	MOUNTAIN WATER COMPANY	1001-01 · Accounts Payable	
94623-1	Bill	10/01/2023		5507-43 · OPS-Utilities-Ramps	-185.00
TOTAL					-185.00
160940	Bill Pmt -Check	09/28/2023	MT LASSEN TROUT FARMS INC	1001-01 · Accounts Payable	
25800	Bill	09/26/2023		5670-02 · WATER-Fishery Mgt-FISH PURCHASE	-36,360.00

Check Detail Report

10/16/23

Big Bear MWD Warrant List Detail

September '	19	through	October	16,	2023
-------------	----	---------	---------	-----	------

Num	Туре	Date	Name	Account	Paid Amount
TOTAL					-36,360.00
160969	Bill Pmt -Check	10/13/2023	MT LASSEN TROUT FARMS INC	1001-01 · Accounts Payable	
25812	Bill	10/05/2023		5670-02 · WATER-Fishery Mgt-FISH PURCHASE	-36,360.00
TOTAL					-36,360.00
160941	Bill Pmt -Check	09/28/2023	NAPA AUTO PARTS	1001-01 · Accounts Payable	
614202	Bill	09/15/2023	NAPA AUTO PARTS	2200-00 · Accounts Payable Liability 5600-32 · MAINT-Vehicle Maint-OFF ROAD	0.69 -34.34
TOTAL					-33.65
160970	Bill Pmt -Check	10/13/2023	NAPA AUTO PARTS	1001-01 · Accounts Payable	
614926	Bill	09/28/2023		5580-40 · OPS-Boat Maintenance	-142.73
TOTAL					-142.73
160929	Bill Pmt -Check	09/21/2023	NPG ASPHALT	1001-01 · Accounts Payable	
1122244	Bill	09/13/2023		5630-44 · OPS-Bldg/Fac Mtn Pkg Lot ReSeal	-106,470.00
TOTAL					-106,470.00
160942	Bill Pmt -Check	09/28/2023	NPG ASPHALT	1001-01 · Accounts Payable	
1122266	Bill	09/20/2023		5630-11 · ADMIN-Reseal Admin Parking Lot	-61,334.00
TOTAL					-61,334.00
160954	Bill Pmt -Check	10/05/2023	NPG ASPHALT	1001-01 · Accounts Payable	
1122289	Bill	09/27/2023		5630-11 · ADMIN-Reseal Admin Parking Lot	-14,294.00
TOTAL					-14,294.00
160936	Bill Pmt -Check	09/21/2023	OWL TELEPHONE EXCHANGE	1001-01 · Accounts Payable	
1459	Bill	10/01/2023		5630-10 · ADMIN-Bldg/Facility Maint/Rep	-160.00
TOTAL					-160.00
160930	Bill Pmt -Check	09/21/2023	PAPPAS DREW (REIMBURSE)	1001-01 · Accounts Payable	
9/30/23	Bill	09/19/2023		5505-09 · ADMIN-Phone-Employee Reimb	-50.00
TOTAL					-50.00
160943	Bill Pmt -Check	09/28/2023	PATTON SALES CORP	1001-01 · Accounts Payable	
4683287 4683294	Bill Bill	09/13/2023 09/13/2023		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop 5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-872.34 -634.65
TOTAL	Diii	00,10,2020			-1,506.99
160971	Bill Pmt -Check	10/13/2023	PATTON SALES CORP	1001-01 · Accounts Payable	
4696129	Bill	10/04/2023	-	5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-126.93
TOTAL					-126.93
160944	Bill Pmt -Check	09/28/2023	PITNEY BOWES PURCHASE POWER	1001-01 · Accounts Payable	
09192023	Bill	09/19/2023		5501-01 · ADMIN-Post&Ship OFFICE	-503.50
TOTAL				·	-503.50

10/16/23

Big Bear MWD Warrant List Detail September 19 through October 16, 2023

Num	Туре	Date	Name	Account	Paid Amount
EFT	Bill Pmt -Check	09/26/2023	SOUTHWEST GAS (EFT)	1001-01 · Accounts Payable	
091420 091420	Bill Bill	09/14/2023 09/14/2023		5507-42 · OPS-Utilities-Vacant Lot 5507-41 · OPS-Utilities-Main Office	-11.00 -97.38
TOTAL					-108.38
EFT	Bill Pmt -Check	10/13/2023	SPECTRUM BUSINESS (EFT)	1001-01 · Accounts Payable	
170406	Bill	10/01/2023		5505-08 · ADMIN- Phone Office	-219.97
TOTAL					-219.97
160931	Bill Pmt -Check	09/21/2023	THE POND GUY INC	1001-01 · Accounts Payable	
902042 906566	Bill Bill	09/06/2023 09/14/2023		5640-01 · WATER-Aerator Maint 5640-01 · WATER-Aerator Maint	-2,008.47 -14,244.54
TOTAL					-16,253.01
EFT	Bill Pmt -Check	09/29/2023	US BANK (EFT)	1001-01 · Accounts Payable	
090620	Bill	09/06/2023		5503-01 · ADMIN-Office Supplies-Office 5570-03 · ADMIN-Training/Seminars-Empl 5580-41 · OPS-Boat Maintenance-Patrol 5510-09 · ADMIN-Public Info - General 5510-09 · ADMIN-Public Info - General 5503-02 · ADMIN-Office Supplies-Ramps 5509-12 · ADMIN-Software Subscriptions 5600-33 · MAINT-Vehicle Maint-HARVESTER 5507-41 · OPS-Utilities-Main Office 5510-08 · ADMIN-Empl Recognition-EOS 5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop 5541-41 · OPS-Uniform/Sm Equip-Reg Empl 5670-04 · WATER-Fishery Mgmt-Carp/Electro	-366.49 -12.82 -38.22 -452.46 -257.05 -335.60 -88.54 -701.03 -44.27 -1,241.74 -278.44 -127.16 -505.56
TOTAL					-4,449.38
EFT	Bill Pmt -Check	09/29/2023	US BANK (EFT)	1001-01 · Accounts Payable	
090620	Bill	09/06/2023		2810-04 · Vending Machine Revenue 5570-03 · ADMIN-Training/Seminars-Empl 5570-03 · ADMIN-Office Supplies-Meetings 5510-46 · ADMIN -Public Info Emp Wellness 5510-03 · ADMIN-Empl Recognition-Pub Info 5510-03 · ADMIN-Empl Recognition-Pub Info 5570-02 · ADMIN-Training/Seminars-Mgmt 5570-02 · ADMIN-Training/Seminars-Mgmt 5510-46 · ADMIN-Public Info Emp Wellness 5510-10 · ADMIN-Celebrations	-69.56 -499.00 -180.00 -9.43 -203.25 -250.00 -750.00 -13.32 -21.50 -6.45 -16.15 -42.98 -9.37 -134.65 -118.24
TOTAL					-2,323.90
EFT	Bill Pmt -Check	09/29/2023	VALERO (EFT)	1001-01 · Accounts Payable	
91993725	Bill	09/23/2023		5590-41 · OPS-Petroleum-VESSELS 5590-42 · OPS-Petroleum-VEHICLES	-104.36
TOTAL				2220-42 · OLO-LEUINGAILI-AEUIOFES	-809.26 -913.62
160932	Bill Pmt -Check	09/21/2023	VERIZON WIRELESS	1001-01 · Accounts Payable	
994399	Bill	09/09/2023		5505-11 · ADMIN-Phones Ramp Aircards 5505-11 · ADMIN-Phones Ramp Aircards 5505-00 · Communications/Phone	-55.14 -61.64 241.63
TOTAL					-358.41
160933	Bill Pmt -Check	09/21/2023	VISUAL EDGE IT, INC	1001-01 · Accounts Payable	
Check Det	al Deport				Page

Check Detail Report

10/16/23

Num	Туре	Date	Name	Account	Paid Amount
24AR11	Bill	09/19/2023		5620-13 · ADMIN-Copier Copy Counts	-184.09
TOTAL					-184.09
160955	Bill Pmt -Check	10/05/2023	VOICE CARRIER	1001-01 · Accounts Payable	
IN17970	Bill	10/02/2023		5505-01 · ADMIN-Phones Local/Hardware/Rep	-110.01
TOTAL					-110.01
160934	Bill Pmt -Check	09/21/2023	VOLVO CONSTRUCTION EQUIPMENT	1001-01 · Accounts Payable	
P50400	Bill	09/19/2023		5600-32 · MAINT-Vehicle Maint-OFF ROAD	-267.13
TOTAL					-267.13

BIG BEAR MUNICIPAL WATER DISTRICT REPORT TO BOARD OF DIRECTORS

MEETING DATE: October 19, 2023

AGENDA ITEM: 6A

SUBJECT:

Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding the DRAFT Big Bear Fire Dock land use and temporary dock location contract.

RECOMMENDATION:

The administrative committee will have a recommendation for full board consideration and possible approval.

DISCUSSION/FINDINGS:

County Fire has had their fire/rescue boat on Big Bear Lake for the past few years. It has been docked at a couple locations and needs to be in a more secure, semi-permanent location until the new fire station is built, where ideally the dock and boat will be permanently located. This draft land-use and lake-use agreement allows for the County to set their dock on the far east side of the west ramp. Of the few locations the boat has been docked at, this location is the most secure and the most convenient for response times.

OTHER AGENCY INVOLVEMENT: County Fire FINANCING: None

Submitted by: Brittany Lamson, Interim General Manager

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Big Bear Municipal Water District
Contractor Representative	Mike Stephenson
Telephone Number	(909) 866-5796
Contract Term	Commence upon full execution, terminates upon the earlier of, one- year from execution or execution of a license agreement
Original Contract Amount	\$0
Amendment Amount	
Total Contract Amount	\$0
Cost Center	6000922448
GRC/PROJ/JOB No.	7900 4389
Internal Order No.	

Briefly describe the general nature of the contract: This Use Permit is for the use of a portion of land and water at Big Bear Lake to allow San Bernardino County Fire Protection District to construct a public safety dock for boat 96 located near 38925 North Shore Drive in Fawnskin. The Use Permit is to commence upon execution by both parties, and expire earlier of, one-year from full execution or upon the execution of a license agreement. This is a no-fee Use Permit for \$0.00.

	FOR COUNTY	USE ONLY
--	------------	----------

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

Lyle Ballard, Real Property Manager, RESD

Date

Date

►

Date

John Tubbs II, Deputy County Counsel

USE PERMIT

1. Big Bear Municipal Water District, whose address is 40524 Lakeview Drive, Big Bear Lake, CA 92315, hereinafter referred to as PERMITTOR hereby permits San Bernardino County Fire Protection District, hereinafter referred to as DISTRICT to use approximately 4,892 square feet of land and water located near 38925 North Shore Drive, Fawnskin, CA 92333, a portion of Assessor's Parcel Number 030402140 ("Use Area") as more specifically shown in Exhibit "A" attached hereto.

2. **<u>TERM</u>**: The term of said use permit shall commence upon full execution by both parties, and shall terminate upon the earlier of: one (1)-year from full execution or upon the execution of a license agreement for the DISTRICT safety dock at Big Bear Lake.

3. <u>USE:</u> DISTRICT may use the Use Area for the following purposes: For installation of a custom sized dock, a canopy to cover the entire dock and boat, a walkway and gangway using Trex decking, a lockable gate at the front of the walkway, providing fire safety services in the Big Bear Lake area, and storing DISTRICT equipment, DISTRICT must not use the Use Area for any other purpose. No construction or fabrication will be permitted without the approval of PERMITTOR nor below the highwater line. DISTRICT shall own and maintain the newly installed boat dock approved size exemption seen on submitted plan drawings and no larger (Exhibit 'B') and shall remove or relocate the boat dock AND all permanent structures built for the DISTRICT's uses following termination of this Use Permit or pursuant to any other lease, license, or use agreement between the parties. Upon providing not less than 24 hours prior written notice to the DISTRICT, PERMITTOR reserves the right to enter upon the Premises for the purpose of inspecting the Premises for conformance to Use Permit, provided that such entry is at a date and time mutually agreed between PERMITTOR and the DISTRICT, PERMITTOR is at all times escorted by DISTRICT for the duration of such entry unless in case of an emergency.

4. **FEES:** There are no fees payable by DISTRICT for the Use Area during the Use Period. In lieu of rent, the DISTRICT will provide fire safety services in the surrounding areas.

5. **INDEMNIFICATION:** The District agrees to indemnify and hold harmless the PERMITTOR, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the District, its officers, employees, agents or volunteers in connection with permitted use.

6. **INSURANCE REQUIREMENTS AND SPECIFICATIONS**:

A. DISTRICT is a self-insured public entity for purposes of professional liability, general liability and workers' compensation.

B. The PERMITTOR agrees to provide insurance set forth in accordance with the requirements herein. If the PERMITTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the PERMITTOR agrees to amend, supplement or endorse the existing coverage to do so. PERMITTOR is an authorized self-insured entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Use Permit.

Without in any way affecting the indemnity provided herein and in addition thereto, the PERMITTOR shall secure and maintain throughout the contract term the types of insurance above, which may be satisfied with its program of self-insurance.

C. <u>Additional Insured</u> – All policies, except for the Workers' Compensation, shall contain endorsements naming the COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this lease hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85. D. <u>Waiver of Subrogation Rights</u> – The LANDLORD shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LANDLORD and LANDLORD's employees or agents from waiving the right of subrogation prior to a loss or claim. The LANDLORD hereby waives all rights of subrogation against the COUNTY.

E. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

F. <u>Severability of Interests</u> – The LANDLORD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the LANDLORD and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

G. <u>Proof of Coverage</u> – The LANDLORD shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESD) administering the lease evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESD, and LANDLORD shall maintain such insurance from the time LANDLORD commences use under the lease hereunder until the end of the period of the lease. Within fifteen (15) days of the commencement of this contract, the LANDLORD shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H. <u>Acceptability of Insurance Carrier</u> – Unless otherwise approved by the COUNTY Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

I. <u>Insurance Review</u> – Insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the COUNTY's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, the COUNTY's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this lease. LANDLORD agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESD or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESD or the COUNTY.

J. <u>Failure to Procure Insurance</u>. All insurance required must be maintained in force at all times by LANDLORD. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LANDLORD's business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LANDLORD to COUNTY upon demand but only for the pro rata period of non-compliance.

K. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LANDLORD in LANDLORD's operations.

L. The LANDLORD agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this lease to provide insurance covering such use with the basic requirements and naming the COUNTY as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

7. **DAMAGE PROVISIONS:** DISTRICT must repair any portion of the Use Area and/or Use Area improvements damaged by DISTRICT, its employees, agents or invitees.

8. **ATTORNEY'S FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 5, <u>INDEMNIFICATION</u>.

9. <u>CONDUCT OF EMPLOYEES:</u> DISTRICT is responsible for the conduct of its employees, volunteers, agents, members and invitees on the Use Area and the entire property of which the Use Area is part, provided the presence of such persons on the Use Area or the entire property of which the Use Area is part is related to DISTRICT's use of the Use Area under this permit.

10. **TERMINATION:**

A. <u>Default</u>: In the event that either party violates any of the terms and conditions of this permit, the aggrieved party may give written 120-day notice of specific violation and demand for correction.

B. <u>Termination for Default:</u> If, within ten (10) days after written notice and demand, the violating party has not commenced correction of the violation or shown acceptable cause therefore, the aggrieved party has the right to immediately terminate this permit and pursue any and all remedies provided by law.

C. <u>Suspension:</u> DISTRICT agrees that PERMITTOR may immediately suspend and/or terminate this permit, and further, DISTRICT agrees to immediately cease operations if DISTRICT fails to meet the insurance requirement, as stated herein.

D. <u>Liability for Breach</u>: Termination for default will not excuse either party from any liability for breach of contract; such breach will be deemed total.

11. **DESIGNATION:** The Real Estate Services Department of San Bernardino County is designated to administer and enforce this permit. Further, the Director of Real Estate Services is authorized to exercise all provisions of this permit on behalf of DISTRICT, including but not limited to termination for default provisions.

12. **NO INTEREST OR ESTATE:** DISTRICT agrees that it does not have and will not claim at any time any interest or estate of any kind or extend whatsoever in the Use Area and the entire property of which the Use Area is part, by virtue of this license or its occupancy or use hereunder.

13. **ASSIGNMENT AND TRANSFER:** DISTRICT is not allowed to assign or transfer this permit to any other person, group or organization.

14. <u>PUBLIC RECORDS DISCLOSURE:</u> PERMITTOR acknowledges and agrees that all information received by DISTRICT from PERMITTOR or any source concerning the Use Permit or the Permitted Use, including the Use Permit itself, may be treated by DISTRICT as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 <u>et seq.</u>), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). PERMITTOR further acknowledges and agrees that, although all information received by DISTRICT in connection with the Use Permit or the Permitted Use are intended for the exclusive use of DISTRICT, such information is potentially subject to disclosure under Public Records Laws.

15. **ELECTRONIC SIGNATURES:** This Permit may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Permit. The parties shall be entitled to sign and transmit an electronic signature of this Permit (whether

by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Permit upon request.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

16. **ENTIRE AGREEMENT:** This permit constitutes the entire agreement between the parties. No modifications or waiver will be binding unless made in writing and signed by both parties.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Luther Snoke, Chief Executive Officer

Dated:

BIG BEAR MUNICIPAL WATER DISTRICT

By (Authorized signature - sign in blue ink)
Name Tom Bradford
Title Board President
Dated:

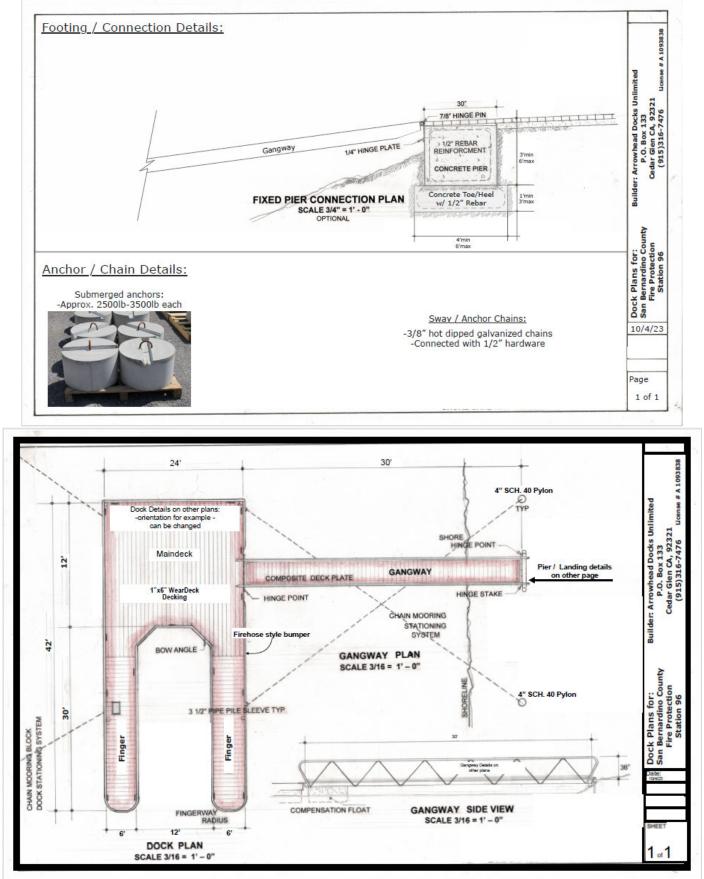
EXHIBIT "A"

USE AREA (Shown in Red Border)



EXHIBIT "B"





BIG BEAR MUNICIPAL WATER DISTRICT REPORT TO BOARD OF DIRECTORS

MEETING DATE: October 19, 2023

AGENDA ITEM: 6B

SUBJECT:

Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding two additional ADT security cameras at the East Public Launch ramp and a new fire panel for monitoring to replace the old one that is obsolete.

RECOMMENDATION:

The administrative committee will have a recommendation for full board consideration and possible approval.

DISCUSSION/FINDINGS:

During the facilities security upgrade, it was discovered that the fire panel at the east ramp is completely obsolete. This is something that would not have been known until the conversion to ADT monitoring was attempted. We would also like to purchase an additional two cameras for the east ramp because there are two blind spots that we did not know we would be able to have access to, but with the new system, views that were not visible before are now accessible.

OTHER AGENCY INVOLVEMENT: None FINANCING: Capital Improvements

Submitted by: Brittany Lamson, Interim General Manager

Powered by Experience. Driven by Excellence.™



Proposal prepared for:

BIG BEAR MUNICIPAL WATER DISTRICT

Presented by:

Kenny Hall 951-850-7543 | 10/17/2023

Sales Agreement ID: 891732156 Proposal pricing is valid for 30 days Commercial

Powered by Experience. Driven by Excellence.

What helps make us an industry leader is plain and simple–we strive to deliver an outstanding customer experience at all points of interaction.

Coverage across the US

We have a national footprint with 150 locations, 4,500+ employees, 300,000+ customer locations, and 4 monitoring and operations centers.



Product and service offerings

	Access Control		Intrusion Alarm Systems
	Alarm Monitoring	3	Network Deployment & Management
2mg	Analytics & Reporting	g	Risk Management Consulting Services
	ATM & ITM	H	Security-Only Networks
	eSuite sm Account Management	0	Sprinkler Systems (in select markets)
	Fire Alarm Systems	i,	Structured Cabling
¢	Health & Nurse Call	X	System Customization, Installation & Support
t)	Hosted & Managed Services		Video Solutions

Integrated system design and implementation offerings

• Managed broadband and MPLS

Integrated Solutions

• Design-build engineering

品

- Wireless network security
- Tier 2 and Tier 3 support 24/7
- Network security
- Program and project management
- Data storage systems
- Security consulting and design assistance
- Cloud backup and disaster recovery
- Security network design assistance, implementation and management
- Structured cabling



Tuesday, October 17, 2023

BIG BEAR MUNICIPAL WATER DISTRICT

40524 LAKEVIEW DR BIG BEAR LAKE, CA 92315

Thank you for allowing us the opportunity to provide you with a proposal for your system. I am pleased to propose a cost effective solution for your organization that will allow you to help mitigate your risks and reduce losses.

At ADT Commercial, we pride ourselves in providing our commercial customers with attentive service, proven security solutions, and the highest level of professional installation and monitoring.

I look forward to discussing this proposal with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kenny Hall

951-850-7543 / KennyHall@adt.com

Equipment and Investment Statement for: Two Camera Addon

Site Information: Big Bear Municipal Water District, 41911 N SHORE DR, EAST PUBLIC LAUNCH, BIG BEAR CITY, CA 92314

Theory of Operation:

Install Two additional IP Cameras

Scope of Work:

Install Two 4MP 3mm Dome cameras and wire back to NVR- as seen on map

ADT to test system function.

Inclusions/Exclusions:

Items to be provided by customer

- Rental Cost of Required High Reach Man Lift
- LCD Monitor of desired size for local system viewing (1080P Res Recommended)
- LCD Monitor with HDMI Connection Recommended
- HDMI Cable of Proper Length to connect Monitor to HD DVR
- 110V Power at control and/or power supply location
- _1_ Static IP Address
- Open Port on customer's existing network router for DVR plugin
- Any required network drops at control location
- Adequate lighting for closed circuit cameras
- Adequate mounting space for cameras free of obstructions
- Clearing/trimming of any exterior landscaping required for proper Camera system functions.
- Adequate Counter/Wall/IT Rack Space for installation of ADT Commercial Installed Equipment
- · Access to facility during normal business hours to perform system installation and required end user training
- Normal Business Hours are defined as Mon-Fri 8am-5pm Excluding National Holidays. Work performed
 outside normal business hours will require prior approval and will incur additional labor costs
- · Access within the Facility to all areas installation work is to be performed
- Clear Work space for the safe placement of ladders to perform system installation work
- Clear Work space for the maneuvering of high reach lift if lift is required to perform installation work
- Adequate Network Up speed for proper CCTV system functions
- 100MBPS Up speed minimum, 150MBPS or above recommended
- 25% Deposit of installation charge due prior to commencement of work
- · Balance due at time of completion unless other arrangements agreed upon prior

Clarifications for Extended Service Protection Plans:

System being protected must be in good working order and have been free from Troubles conditions or bypassing devices.

Addition of ESP protection applies to future service call needs and cannot be applied to past service calls previously

performed.

Costs for customer requested addons or system upgrades not covered by ESP protection.

Battery replacement service calls are not covered by ESP protection.

Repairs to the system devices due to vandalism or acts of God not covered under ESP protection.

Lift Rentals needed for repair work are not covered under the ESP plan.

Equipment List:

Quantity	Description
2	Back Box For Bullet Camera
2	A Series 4MP Vandal Dome Camera, 2.8mm Lens
100	24/4 CAT5E CMP BX Blue 5C

Recurring Services:		
Description		Amoun
Video		\$4.0
	Sub Total Mor	nthly Charge: \$4.0
Summa	ary of Charges for: Two C	Camera Addon
Installation Price		\$1,802.91
Estimated Install Taxes		\$45.73
Total Installation Price*		\$1,848.64
Total Monthly Recurring Services Charges*		\$4.00
		*Plus applicable tax
Schedule of Values	Bill Upon Completion	Total Contract Value at Final Acceptance
		Proposal pricing is valid for 30 days

Equipment and Investment Statement for: Fire Alarm Replacement- Phone Lines

Site Information: Big Bear Municipal Water District, 41911 N SHORE DR, EAST PUBLIC LAUNCH, BIG BEAR CITY, CA 92314

Theory of Operation:

Provide an emergency Replacement of the existing Fire Alarm Panel, Provide plans and submittal package to San Bernardino County Fire.

Special Notes Regarding Reuse and Tie in of Existing Devices and System Wiring:

-Should any of the existing system devices or wiring being reused and tied into the New Everon Commercial System (IE Pull Stations, Smoke Detectors, Notification Devices or Wiring ETC) be found not to be in operational or reusable condition, or have preexisting trouble conditions or does not test correctly, Everon Commercial will provide repair/replacement quote to Customer on an per device basis.

Special Notes Regarding Extended Service Protection Plan of Existing Devices:

-Should any of the existing system devices being tied into the New Everon Commercial (IE Pull Stations, Smoke Detectors, Notification Devices or Wiring ETC) be found not to be in good working order at time of installation, Everon Commercial will exclude coverage of non-working devices, unless said devices are replaced.

Scope of Work:

Install a New V32FB-9 Fire Alarm Control Panel.

Install a Fire Annunciator/ Keypad at panel

Install a Smoke Detector above Panel

Connect to two existing Heat Detectors

Connect to one existing Smoke detector

Engineer the system, prepare submittals package for the AHJ, and manage the plan approval process

Be on site for AHJ Final Inspection

Test Existing Zones

Test all system components and send signals to central station

Customer to pay County Plan Review & Permit Fees directly with a Credit Card atheization form-Estimated to be \$816.

** Customer to provide CAD or plans of the building if available, if not Kenny Hall will need to come by and plot building with measurements

Additional Equipment-Should the AHJ require the addition of any added system components that would be needed to modernize the systems current layout to meet minimum code requirements, ADT will provide an estimate for those items on an as needed basis.

Inclusions/Exclusions:

Project Clarifications

- Rental Cost of Required High Reach Man Lift
- Adequate Counter/Wall/IT Rack Space for installation of Everon Installed Equipment
- Access to facility during normal business hours to perform system installation and required end user training
- Normal Business Hours are defined as Mon-Fri 8am-5pm Excluding National Holidays. Work performed
 outside normal business hours will require prior approval and will incur additional labor costs
- Access within the Facility to all areas installation work is to be performed
- Clear Work space for the safe placement of ladders to perform system installation work
- Clear Work space for the maneuvering of high reach lift if lift is required to perform installation work
- Access to facility during normal business hours to perform system installation and required end user training
- Normal Business Hours are defined as Mon-Fri 8am-5pm Excluding National Holidays. Work performed
 outside normal business hours will require prior approval and will incur additional labor costs
- Access within the Facility to all areas installation work is to be performed
- Balance due at time of completion unless other arrangements agreed upon prior

The following items are the responsibility of the customer or Others. But only if Applicable to Project

General

- Architectural plans on CAD and all addenda.
- Purchase and Installation of Knox Box(s) if required
- (2) Voice grade loop start telephone line(s) between buildings connected at control panel.
- 110V locked & labeled dedicated power at control panel and power supply locations.
- Purchase and Installation of 110v Sprinkler Bell (s) at each Riser Location
- Any required additions or modifications required by Local AHJ or Governmental agencies that were not part of the original contract with Everon Commercial.
- Any assessed charges to Everon Commercial from governmental agencies, due to someone other than Everon Commercial calling for final inspection.
- Costs incurred due to failure of inspection from causes outside of Everon's control

HVAC System

 Modification or Repairs to any HVAC Unit, Duct smoke, Damper Etc unless otherwise stated in the project Scope of Work Above.

Elevator Interface

• Modification or Tie in to any Elevator Control Unit or functions unless otherwise stated in the project Scope of Work Above.

Sprinkler System

• Modification or Repairs to any Sprinkler Related Component or Piping unless otherwise stated in project Scope of Work above.

Clarifications for Extended Service Protection Plans:

System being protected must be in good working order and have been free from Troubles conditions or bypassing devices.

Addition of ESP protection applies to future service call needs and cannot be applied to past service calls previously performed.

Costs for customer requested addons or system upgrades not covered by ESP protection.

Battery replacement service calls are not covered by ESP protection.

Repairs to the system devices due to vandalism or acts of God not covered under ESP protection.

Lift Rentals needed for repair work are not covered under the ESP plan.

Equipment List:

Quantity	Description
1	Fire Panel
1	SUPERVISED DIALER (FOR 5140XM)
1	KEYPAD,ALPHA,COMM,FIRE,RED
	6160CR-2
1	SMOKE DET PHOTO VPLEX
1	Standard EMT CONDUIT 1/2 inch Nominal Length
	10 FT Stick
1	4Sq 2-1/8D Box Comb Ko 4X4X2-1 8 Metal J-Box
	(Wilmington0216-Leland Branch)

Existing Equipment List:

Quantity	Description
1	SMOKE DET PHOTO VPLEX
2	CONVENTIONAL HEAT DETECTOR, SINGLE-CIRCUIT, 194 FIXED/RATE OF RISE

Recurring Services:			
Description			Amoun
Service Plan			\$20.00
	Sub T	otal Monthly Charge:	\$20.00
Summary	of Charges for: Fire Al	arm Replacement- Phone Lines	
Installation Price			\$4,630.66
Total Installation Price*			\$4,630.66
Total Monthly Recurring Services Char	·ges*		\$20.00
			*Plus applicable tax
Schedule of Values	30/70	30% of Contract Value Up	oon Contract Acceptance
		70% of Contract Value at	Final Acceptance
		Propos	al pricing is valid for 30 days

Equipment and Investment Statement for: Fire Alarm Replacement w/Cell

Site Information: Big Bear Municipal Water District, 41911 N SHORE DR, EAST PUBLIC LAUNCH, BIG BEAR CITY, CA 92314

Theory of Operation:

Provide an emergency Replacement of the existing Fire Alarm Panel, Install a cellular Communicator, Provide plans and submittal package to San Bernardino County Fire.

Special Notes Regarding Reuse and Tie in of Existing Devices and System Wiring:

-Should any of the existing system devices or wiring being reused and tied into the New Everon Commercial System (IE Pull Stations, Smoke Detectors, Notification Devices or Wiring ETC) be found not to be in operational or reusable condition, or have preexisting trouble conditions or does not test correctly, Everon Commercial will provide repair/replacement quote to Customer on an per device basis.

Special Notes Regarding Extended Service Protection Plan of Existing Devices:

-Should any of the existing system devices being tied into the New Everon Commercial (IE Pull Stations, Smoke Detectors, Notification Devices or Wiring ETC) be found not to be in good working order at time of installation, Everon Commercial will exclude coverage of non-working devices, unless said devices are replaced.

Scope of Work:

Install a New V32FB-9 Fire Alarm Control Panel.

Install a Fire Annunciator/ Keypad at panel

Install a Cellular Communicator - Eliminating the need for two phone lines

Install a Smoke Detector above Panel

Connect to two existing Heat Detectors

Connect to one existing Smoke detector

Engineer the system, prepare submittals package for the AHJ, and manage the plan approval process

Be on site for AHJ Final Inspection

Test Existing Zones

Test all system components and send signals to central station

Customer to pay County Plan Review & Permit Fees directly with a Credit Card atheization form-Estimated to be \$816

** Customer to provide CAD or plans of the building if available, if not Kenny Hall will need to come by and plot building with measurements

Additional Equipment-Should the AHJ require the addition of any added system components that would be needed to modernize the systems current layout to meet minimum code requirements, ADT will provide an estimate for those items on an as needed basis.

Inclusions/Exclusions:

Project Clarifications

- Rental Cost of Required High Reach Man Lift
- Adequate Counter/Wall/IT Rack Space for installation of Everon Installed Equipment
- Access to facility during normal business hours to perform system installation and required end user training
- Normal Business Hours are defined as Mon-Fri 8am-5pm Excluding National Holidays. Work performed
 outside normal business hours will require prior approval and will incur additional labor costs
- Access within the Facility to all areas installation work is to be performed
- Clear Work space for the safe placement of ladders to perform system installation work
- Clear Work space for the maneuvering of high reach lift if lift is required to perform installation work
- Access to facility during normal business hours to perform system installation and required end user training
- Normal Business Hours are defined as Mon-Fri 8am-5pm Excluding National Holidays. Work performed
 outside normal business hours will require prior approval and will incur additional labor costs
- Access within the Facility to all areas installation work is to be performed
- Balance due at time of completion unless other arrangements agreed upon prior

The following items are the responsibility of the customer or Others. But only if Applicable to Project

General

- Architectural plans on CAD and all addenda.
- Purchase and Installation of Knox Box(s) if required
- (2) Voice grade loop start telephone line(s) between buildings connected at control panel.
- 110V locked & labeled dedicated power at control panel and power supply locations.
- Purchase and Installation of 110v Sprinkler Bell (s) at each Riser Location
- Any required additions or modifications required by Local AHJ or Governmental agencies that were not part of the original contract with Everon Commercial.
- Any assessed charges to Everon Commercial from governmental agencies, due to someone other than Everon Commercial calling for final inspection.
- Costs incurred due to failure of inspection from causes outside of Everon's control

Sprinkler System

• Modification or Repairs to any Sprinkler Related Component or Piping unless otherwise stated in project Scope of Work above.

Clarifications for Extended Service Protection Plans:

System being protected must be in good working order and have been free from Troubles conditions or bypassing devices.

Addition of ESP protection applies to future service call needs and cannot be applied to past service calls previously performed.

Costs for customer requested addons or system upgrades not covered by ESP protection.

Battery replacement service calls are not covered by ESP protection.

Repairs to the system devices due to vandalism or acts of God not covered under ESP protection.

Lift Rentals needed for repair work are not covered under the ESP plan.

Equipment List:

Quantity	Description
1	4Sq 2-1/8D Box Comb Ko 4X4X2-1 8 Metal J-Box
	(Wilmington0216-Leland Branch)
1	Standard EMT CONDUIT 1/2 inch Nominal Length
	10 FT Stick
1	SUPERVISED DIALER (FOR 5140XM)
1	SMOKE DET PHOTO VPLEX
1	KEYPAD, ALPHA, COMM, FIRE, RED
	6160CR-2
1	Fire Panel
1	Napco Starlink Cellular Alarm Communicator; Fire;
	IP / Verizon LTE; Sole Path or Dual Path; Red
	Metal Enclosure; 120VAC Powered; with Core
	Commercial / Enterprise Sticker; MUST add 12v,
	4AH battery
1	BATTERY,SLA,12V,12AH,NB TERMINAL

Existing Equipment List:

Quantity	Description
1	SMOKE DET PHOTO VPLEX
2	CONVENTIONAL HEAT DETECTOR, SINGLE-CIRCUIT, 194 FIXED/RATE OF RISE

Recurring Services:

Description		Amou
Service Plan		\$20.
Signaling		\$30.
	Sub To	tal Monthly Charge: \$50.
Summar	y of Charges for: Fire Alarm	Replacement w/Cell Conversion
Installation Price		\$5,175.1
Total Installation Price*		\$5,175.1
Total Monthly Recurring Services (Charges*	\$50.0
		*Plus applicable t
Schedule of Values	30/70	30% of Contract Value Upon Contract Acceptance
		70% of Contract Value at Final Acceptance
		Proposal pricing is valid for 30 da

Investment Summary

Summary of Charges for: Two Camera Addon	
Installation Price	\$1,802.91
Estimated Install Taxes	\$45.73
Total Installation Price*	\$1,848.64
Total Monthly Recurring Services Charges*	\$4.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	
Summary of Charges for: Fire Alarm Replacement- Phone Lines	
Installation Price	\$4,630.66
Total Installation Price*	\$4,630.66
Total Monthly Recurring Services Charges*	\$20.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	
Summary of Charges for: Fire Alarm Replacement w/Cell Conversion	
Installation Price	\$5,175.18
Total Installation Price*	\$5,175.18
Total Monthly Recurring Services Charges*	\$50.00
*Plus applicable tax	
Proposal pricing is valid for 30 days	
Total Proposal Option	

If ADT and Customer are parties to a mutually signed, written agreement, then the terms of that agreement control. If ADT and Customer are not parties to a signed contract, then the scope of work and prices set forth above are based upon and subject to the ADT Commercial Terms and Conditions ("Terms") available at https://www.adt.com/commercial/terms-and-conditions. Any modifications to the Terms may result in pricing changes. Any other terms and conditions are rejected by ADT Commercial LLC unless in a document signed by an authorized representative of ADT Commercial LLC.

A new leader in commercial security, fire and life safety.

ADT Commercial has assembled top system integration talent to provide a holistic approach to the problems that you are facing now and must prepare for in the future. With a wide portfolio of offerings, we will deliver installation and service expertise for a fully customized commercial solution to meet the needs of your organization.

A simple security audit can determine if there are gaps in your current protection and help you manage those risks with a system designed to accommodate your specific needs.

OUR GUIDING PRINCIPLES

Customers are Our True North Our reputation is based on how we serve our customers.

Our People are the Difference We strive to be the best technically-trained team in the business. **Dedicated to Commercial** We are 100% focused on our commercial customers.

One Ideal Partner We are the premier holistic solutions partner—a full-service national company with nimble local delivery teams.

800.799.1204 adt.com/commercial







© 2023 ADT Commercial LLC. All rights reserved. The product/service names listed in this document are marks and/or registered marks of their respective owners and used under license. Unauthorized use strictly prohibited. License information available at www.adt.com/commercial/licenses.

BIG BEAR MUNICIPAL WATER DISTRICT REPORT TO BOARD OF DIRECTORS

MEETING DATE: October 19, 2023

AGENDA ITEM: 6C

SUBJECT:

Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding purchasing of two sea-doos for lake patrol to the lowest bid not to exceed \$44,245.15.

RECOMMENDATION:

The administrative committee will have a recommendation for full board consideration and possible approval.

DISCUSSION/FINDINGS:

Over the past several years we have seen an increase in sea doo use on the lake. Our Patrol boats cannot always catch up with these vessels or get into the same shallow places as them. The district would like to again have a pair of sea doo patrol vessels for use to assist with increased sea doo violations.

OTHER AGENCY INVOLVEMENT: None FINANCING: Capital Improvement

Submitted by: Brittany Lamson, Interim General Manager

				Ö	HOME		DATE: 09/26/20. SOURCE: SALES 1: HEIMAN SALES 2: MANAGER: DEAL#	
CUSTOMER:					WORK:			
STREET:		STATE:	ZIP:		CELL: PURCHASIN	YG UNITS		
YEAR MAKE	MODEL	STOCK Z370205	YEAR 2023	MAKE	MODEL J-2	1ZCS150	VIN 13PZ370205	Black
MILES: PAYOFF: \$					MSRP	SALE		
TR:	fer		BASE	T/ FREIGHT	<u>3,999.00</u> 0.00			
Unit 1: MSRP 3,999.00			A.D.M		<u>89.00</u> 85.00			
Sale 3,999.00			ACCES	s	0.00			
			SUBT	TAL	4,173.00			
			@ 7. SALES	75% TAX	323.41			
			TOTA	DMV	45.00	D		
			ELEC.	FILING	33.0	0		
			TIRE	ŦE	3.5	0		
			LABO	R	0.0	0		
			TOTA	LOTD	4,577.9	1		
			DOW	N	0.0	00		
A.D.M Additional Dealer Markup			REBAT	TE	0.0	00		
MOUNT DATE		MGR	BALA		4,577.9			

The strates and condutions on the tare and reverse note of this built of site, comprise the entire agreement pertaining to the parentas. No other agreement of any kind, werbal understanding or promise whatsoever will be recognized. Eadure or refusal of the purchaser to complete this agreement for any result in all or part of the cash deposit being forficited as liquidated damages. The purchaser certifies that he/she is of legal age and hereby accepts and acknowledges receipt of a copy of the bill of sale. ien TOTAL: \$144,245.15

87 CUSTOMER:

SALES MANAGER: DEALER AUTOTAME NOT VALED UNLESS AUTOTED BY AUTOORIZED REPRESENTATIVE.

26860 Jefferson 951.698.4123	Ave, Murriet	A Ca 92562	Sales Deal Recap Deal Number: Deal Date: 09/26/2023 01/01/1000 nalized Date: Payment Due: 01/01/1000	
951.698.4123 Customet:	FAXSONO			
L	\$ 16,70	19.0 RETAIL Pri	Ur	
	10,10	Major Units \$14,2	gs sauk pr	ich
Stock # Year	Make	Hodel Nam		
TEMP 0				
		Fees & Insurance	Extras	
Major Units	3		Finance Discounts	\$0.00
Unit Price	\$14,299.00	Doc Fees \$85.00	DMV Electronic Fee	\$0.00
Freight	\$1,180.00	License Fees \$65.00	Tire Recycle Fee	\$3.50
Added Dealer Markup	\$2,180.00	Ortenidorer	GAP	\$0.00
Total Unit	\$17,659.00	Total Fees \$150.00	GPS	\$0.00
Lot Had	00.00	Total Insurance \$0.00	Pre-Paid Maintenance	\$0.00
Installed	\$0.00	Total insurance	Service Contract	\$0.00
Not Installed	\$0.00 \$0.00		Property / Liability	\$0.00
Total Additions	\$0.00	an arky	Tire & Wheel	\$0.00
Vehicle Tax	\$0.00	2 POIND.	Etch	\$0.00
Sales Tax	\$1,375.16	Et	Battery Replacement	\$0.00
Total Tax	\$1,375.16	E-XPISITUEN #	Total Extras	\$3.50
Total Prev Payments	\$0.00	-		
Additional Pmt	\$0.00	L		
Deferred Payment	\$0.00			
Manf. to Cust Rebate	\$0.00			
Total Down Payment	\$0.00			
Trade Allowance	\$0.00			
A DESCRIPTION OF	\$0.00 \$0.00 \$0.00			

			ax Detail			
ategory	Detail		Taxable Amount	Percen	t	Amount
tiverside County - 7.75%	Non-Taxable		\$17,744.00		7.75%	\$1,375.16
		F	inancing			
	Total Price	\$19,187.66		Term	1	
	Less Down	\$0.00		APR	0.00%	
A	mount Financed	\$19,187.66				
	Finance Charge	\$0.00				
7	otal of Payments	\$19,187.66	Monthly Pay	ment	\$19,187.66	1451 E 198

26860 Jefferson 951.698.4123	Fax bolle	a ca yzooz	L First F	Sales Deal Reca Deal Number: Deal Date: 09/26/2023 01/01/1000 inalized Date: Payment Due: 01/01/1000	
ock# Year	Make	Model	Model Nam	ie VIN	
MP 0		A REAL PROPERTY.	10 10 10 10	A REAL PROPERTY OF THE PARTY OF	
Major Unit	8	Fees & insura	nce	Ext	ras
	\$15,499.00	Doc Fees	\$85.00	Finance Disco	unts
Unit Price Freight	\$1,165.00	License Fees	\$65.00	DMV Electronic	Fee
Added Dealer Markup	\$2,194.00	CA Emission Fee	\$0.00	Tire Recycle	
Total Unit	\$18,858.00	Total Fees	\$150.00		GAP
TOTAL OTHE	410,000.00	19411000			GPS
Installed	\$0.00	Total Insurance	\$0.00	Pre-Paid Maintena	ance
Not installed	\$0.00			Service Con	tract
Total Additions	\$0.00	Carlo and Carlo		Property / Lial	bility
		and the second the		Tire & W	heel
Vehicle Tax	\$0.00	Galara	Y	1	Etch
Sales Tax	\$1,468.08	KATIO		Battery Replacen	nent
Total Tax	\$1,468.08	E-ARISTURE #		Total Ex	tras 4
	and the second		TORET SAULTS		
Total Prev Payments	\$0.00	1	E. E. Martin		
Additional Pmt	\$0.00	1			
Deferred Payment	\$0.00				
Manf. to Cust Rebate	\$0.00	I LOW AND ADDRESS OF THE			
Total Down Payment	\$0.00	Real Property and the second	8 G. A. C. I. S. D.		
Tenda Alleumana	\$0.00	124 Barris 1			
Trade Allowance Less Trade Payoff	\$0.00	The second second second	1.55		
Trade Equity	\$0.00	Party and the second second			
Trave Equity	40.00				
		Tax Detail			
agory	Detail	Taxable	Amount	Percent	Amount
arside County - 7.75%	Non-Taxable		\$18,943.00	7.75%	\$1.4
		Financing			
1	Total Price	\$20,479.58	Te		
	Less Down	\$0.00	AF	PR 0.00%	
	ount Financed	\$20,479.58			
	Finance Charge	\$0.00	Martha David	E00 470 F0	
Τσ	tal of Payments	\$20,479.58	Monthly Payme	ant \$20,479.58	

I.

ŕ

Mike Kent

From:	phil@coynepowersports.com
Sent:	Wednesday, September 27, 2023 9:56 AM
To:	Mike Kent
Subject:	RE: NEW SKIS @ COYNE POWERSPORTS

1

Hey Mike,

So we would have to do a little digging to see if there is 23 model years in any warehouses that we can get a hold of witch my manager said there should be if not we can definitely get some 24 for you! When do you guys need them by? here is a quick brake down on the deal we could do for you on the skis and trailer. The trailer will be our cost extended to you guy and the skis will be no dealer mark up!

Zieman J2B With Box
\$2,999 MSRP
\$190 Freight
\$390 Dealer prep
\$85 Doc
\$3,664 Pre Tax & Lic
\$258 Tax
\$54 Lic
\$4 CA Tire Fee
\$4,007 OUT THE DOOR

Explorer Pro 170 \$18,899 MSRP \$1,375 Freight \$0 Dealer Mark Up \$85 Doc \$20,359 Pre T&L \$1,578 Tax \$69 Lic \$22,006 OTD

So total OTD for 2 skis and the trailer would be \$48,019 Let me know if that works for you guys and if so we can move forward! Thank you and talk to you soon.

From: "Mike Kent" <mkent@bbmwd.net> Sent: Wednesday, September 27, 2023 8:05 AM To: "phil@coynepowersports.com" <phil@coynepowersports.com> Subject: RE: NEW SKIS @ COYNE POWERSPORTS

Good morning Phil,

The District is looking to purchase two Sea Doo Explorer Pro 170's. I have attached the spec sheet from Sea Doo for the model that we are interested in purchasing two units of. I was hoping to get a quote for the two skis and a double trailer for them.

Thank you,

Michael Kent Lake Data & Grants Analyst <u>mkent@bbmwd.net</u> 40524 Lakeview Drive | P.O. Box 2863 Big Bear Lake, CA 92315 TEL: 909.866.5796 | FAX: 909.866.6485



BIG BEAR MUNICIPAL WATER DISTRICT REPORT TO BOARD OF DIRECTORS

MEETING DATE: October 19, 2023

AGENDA ITEM: 6D

SUBJECT:

Administrative Committee (Directors Ludecke & Brewster) will have a recommendation for full Board consideration regarding the proposal received by Ralph Andersen & Associates for GM Recruitment services not to exceed \$38,750.

RECOMMENDATION:

The administrative committee will have a recommendation for full board consideration and possible approval.

DISCUSSION/FINDINGS:

The board wanted to reach out to recruitment companies to assist with their search for the District's next General Manager. Three companies were contacted, one submitted a proposal by the deadline. Ralph Andersen & Associates proposal was for full recruitment and interview services not to exceed \$38,750.

OTHER AGENCY INVOLVEMENT: None FINANCING: Professional Services

Submitted by: Brittany Lamson, Interim General Manager



5800 Stanford Ranch Road Suite 410 Rocklin, California 95765 916.630.4900

October 13, 2023

President Tom Bradford and Members of the Board of Directors Big Bear Municipal Water District P.O. Box 2863 Big Bear Lake, California 92315

Via Email: blamson@bbmwd.net

RE: General Manager Recruitment Services

Dear President Bradford and Members of the Board of Directors:

Ralph Andersen & Associates is pleased to submit this proposal to conduct a search for the position of General Manager for the Big Bear Municipal Water District.

The Big Bear Municipal Water District is seeking an executive search firm to assist the District in the search and selection of a General Manager. If selected to conduct this search, the District will have Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, as Project Director.

With the reputation of Ralph Andersen & Associates you will have the opportunity to consider candidates located throughout California as well as from across the nation. Our proposal outlines the firm's experience in conducting water related recruitments, the methodology/work plan and timeline to accomplish the search tasks, as well as the cost to conduct a comprehensive search.

The principals of the firm are Heather Renschler, President/CEO, and Robert Burg, Executive Vice President. Both Ms. Renschler and Mr. Burg are legally able to bind the firm.

Should you need any clarification, please feel free to contact me at (916) 630-4900 or on my cell at (916) 804-2885. Thank you very much for your consideration of this proposal.

Respectfully Submitted,

Heather Renseller

Heather Renschler President/CEO

Executive Summary

Attracting top talent has never been more complex and Ralph Andersen & Associates is highly qualified to assist the Big Bear Municipal Water District with recruiting its new General Manager. We have conducted more successful executive recruitments in California than any other firm since 1972. From helping the District to create a competency-based interviewing framework for the new General Manager to assessing candidates and attracting top human capital, our search professionals offer an unparalleled depth of experience, national reach, and knowledge.

The District has requested our proposal to assist in the identification and recruitment of a highly qualified group of candidates for the new General Manager. In particular, the Big Bear Municipal Water District is seeking a firm with a strong national presence and the professional experience to clearly assess the District's needs and formulate a strategy to **deliver results**.

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of important details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We begin each search by working closely with the District's leadership, stakeholders, staff, and, if desired, the community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach, matched with this 360-degree perspective, means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that the District expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool and a selection process that includes comprehensive candidate reports based on thorough reference and background checks. We will begin with the desired characteristics and build a recruitment strategy that is tailored to meet the Big Bear Municipal Water District's specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a highly qualified group of candidates.

Firm Information

Legal Name and Address: Ralph Andersen & Associates, 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765

Legal Form: California Corporation. The firm is not a subsidiary of a parent company.

Number of Years in Business: More than 51 years

Office Address: Ralph Andersen & Associates, 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765; (916) 630-4900

Project Director Contact Information: Heather Renschler, President/CEO, Ralph Andersen & Associates, 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765; (916) 630-4900 or cell (916) 804-2885

Qualifications

Value Proposition

We are a small, privately held executive search and consulting firm based in California. We are wellknown and highly regarded both in-state and nationally. Additionally, we have a specialty area in utilities. Importantly, throughout our more than 51 years of serving public agencies, we have developed an outstanding track record of success. We provide value through doing the engagement as outlined in our agreed upon work plan. Also, we are known for being on-time and on-budget.

Qualifications of the Firm

Ralph Andersen & Associates serves a nationwide clientele through its Corporate Office in the Sacramento area. The Corporate Office is located at 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765; phone number (916) 630-4900. Ms. Heather Renschler is the primary contact for this proposal. The firm currently has 17 employees.

Our national staff of professionals and support staff include acknowledged leaders in their respective fields. Supplementing their extensive consulting backgrounds, all senior staff have personal, hands-on executive experience in the operation of public agencies and private businesses.

The principals of the firm are Heather Renschler, President/CEO, and Robert Burg, Executive Vice President. Both Ms. Renschler and Mr. Burg are legally able to bind the firm.

Why Choose Ralph Andersen & Associates?

Ralph Andersen & Associates, a California Corporation, has been providing executive search and management consulting services since 1972. As such, the executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 51 years. The Corporate Office of Ralph Andersen & Associates is located in the Sacramento Area (Rocklin).

With Ralph Andersen & Associates, there is an entire team behind every recruitment. Our firm takes a multi-disciplined, team approach to executive search. Successful outreach relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. By drawing on the combined expertise of our associates and our network of professional contacts, we address outreach from a wide variety of perspectives and find unique ways to identify and recruit the best and brightest.

Range of Services Offered

Ralph Andersen & Associates specializes in the following primary service areas: executive search, management consulting, and human resources consulting.

 Executive Search – At Ralph Andersen & Associates, there's always an entire team behind every recruitment assignment that we undertake. Our multi-disciplinary approach takes the best ideas in executive recruiting and creates innovative ways to get the right candidates for clients. When you retain Ralph Andersen & Associates, you actually get an entire team's worth of support and expertise working together to achieve your organization's objectives. The firm has conducted executive searches for large and small organizations throughout the nation. In addition to conducting searches for city manager and other chief executive officer positions, Ralph Andersen & Associates has successfully completed searches in every area of municipal service. Ralph Andersen & Associates believes the most important element of a successful executive search is to listen carefully to what our clients are looking for in terms of candidate experience and qualifications. Using these client-focused guidelines, candidate identification is undertaken through marketing and personal outreach.

- Management Consulting Ralph Andersen & Associates helps organizations improve their performance potential with a range of management consulting services. The types of services provided by the firm include management and performance audits, organizational analyses, productivity improvement analyses, agency and service consolidation assessment, specialized financial management including debt restructuring and organizational problem solving. In addition to providing these services to entire organizations, the firm often conducts management consulting engagements that are focused in a specific service area such as public safety, city management, finance, public works, community development and other major service areas. Ralph Andersen & Associates treats every management consulting engagement as unique. This approach means we will assemble a consulting team comprised of consultants with the specific talents and experience needed to successfully achieve the client's objectives. Our team of experienced consultants perform complex analyses and recommend solutions that are practical and most importantly, are capable of being implemented by our clients.
- Human Resources Consulting The firm provides a full range of contemporary human resources consulting including classification studies, compensation studies, benefits analysis, pay plan development, executive pay, and pay for performance. Key staff have proven success in working with labor groups and elected officials in identifying solutions and solving challenging problems. Services also include expert witness services for mediation and arbitration hearings. Our approach to consulting services is characterized by proven methods, extensive data collection, accurate analysis, and effective communication and messaging.

Relevant Search Experience

Ralph Andersen & Associates has conducted the following utility related recruitments (all positions) in the last five years (2018 – Present).

- Arlington, TX
 - Director of Water Utilities (2018)
- Austin, TX
 - Director of the Watershed Protection Department (2019)
- Big Bear City Community Services District, CA
 - General Manager (2023)
- Big Bear Lake, CA
 - Chief Financial Officer, Department of Water & Power (Current Search)
- California WaterFix Project (Delta Conveyance and Construction Authority), CA
 - Executive Director (2019)
- Central Contra Costa Sanitary District, CA
 - Director of Operations (2021)

- Clark County Water Reclamation District, NV
 - Principal Civil Engineer (2020)
 - Senior Civil Engineer (2020)
- Crescenta Valley Water District, CA
 - General Manager (2023)
- Delray Beach, FL
 - Utilities Director (2020)
- Denton, TX
 - Assistant General Manager/Power Supply (2019)
 - Executive Manager of Energy Delivery (2020)
 - Executive Manager of Business Services (2020)
- DERWA, CA
 - Authority Manager (2019)
- Dublin San Ramon Services District
 - Assistant General Manager (2020)
 - Division Head, Field Operations Division (2022)
 - Engineering Services Director (2021)
 - General Manager (Current Search)
 - Operations Director (Current Search)
 - Water/Wastewater Superintendent (2022)
- Elsinore Valley Municipal Water District
 - Assistant General Manager (2020)
 - General Manager (2019)
 - Principal Engineer (2023 & Current Search)
- Encinitas, CA
 - Water Operations Manager (2021)
- Fresno, CA
 - Director of Public Utilities (2022)
- Georgetown, TX
 - General Manager of Electric Utility (2019)
- Georgetown Divide Public Utility District
 - General Manager (2021)
- Glendale, CA
 - General Manager, Water & Power Department (2021)
- Goodyear, AZ
 - Water Services Director (2023)

- Inland Empire Utilities Agency, CA
 - Assistant General Manager Finance & Administration (2022)
 - Manager of Finance & Accounting (2021)
 - Manager of Human Resources (2019)
- Irvine Ranch Water District
 - Director of Safety & Security (2022)
- LaGrange, GA
 - Water Division Superintendent (2019)
- Manhattan Beach, CA
 - Utilities Manager (Current Search)
- Marin Municipal Water District, CA
 - Finance Director/Treasurer (2020)
 - Information Technology Manager (2020)
- North Kern Water Storage District, CA
 - General Manager (2021)
- North Marin Water District, CA
 - Assistant General Manager/Chief Engineer (2020 & 2022)
 - Chief Financial Officer (Auditor-Controller) (2018)
- Oro Loma Sanitary District, CA
 - General Manager (2022)
- Redding, CA
 - Director of Electric Utility (2022)
- Riverside, CA
 - Riverside Public Utility General Manager (2018)
- Roseville, CA
 - Assistant Electric Utility Director (2019)
- San Lorenzo Valley Water District, CA
 - General Manager (Current Search)
- Santa Clarita Valley Water Agency, CA
 - Communications Manager (2023)
- Sewerage and Water Board of New Orleans, LA
 - Chief Financial Officer (2020)
 - Executive Director (2018)
- Solano County Water Agency, CA
 - Assistant General Manager (Limited Search) (Current Search)
 - General Manager (Limited Search) (2023)

- Solano Irrigation District, CA
 - Human Resources Director (2021)
 - Water & Power Operations Manager (2019)
- Solvang, CA
 - Utility Director (Current Search)
- Sunnyslope County Water District, CA
 - General Manager (2019)
- Transmission Agency of Northern California
 - General Manager (2022)
- Tri-Dam Project, CA
 - General Manager (2022)
- Tucson, AZ
 - Tucson Water Director (2022)
- Valley Sanitary District, CA
 - Business Services Manager (Backgrounds) (2021)
 - General Manager (2019)
- Water Facilities Authority, CA
 - General Manager (Current Search)
- Westside Water Authority, CA
 - Executive Director/General Manager (2020)
- Zone 7 Water Agency, CA
 - General Manager (2018)

Summary of Our Search Process

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 51 years.

We feel that the key elements of the search process, which can be tailored to fit the specific needs of the Big Bear Municipal Water District, should include:

- Developing a comprehensive position profile based upon information obtained in video meetings with the Board of Directors and/or Ad-Hoc Committee, and other key staff members.
- Extensive personal outreach, via telephone and through internet technology, to qualified candidates throughout California, the Western Region, and across the nation.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, uses the Internet and social media, and also uses our already established professional contacts throughout the region.

- A screening and assessment process that narrows the field of candidates to those that most closely match the needs of the District and is based on extensive reference checks and telephone interviews with the top candidates.
- Delivering a product in the form of a search report that recommends the top group of candidates and provides the decision-makers with detailed information about their backgrounds and experience.
- Assistance during the interview and selection process and in the negotiation of a compensation package.

Search Work Plan

This section describes the usual steps in the search for a new General Manager for the Big Bear Municipal Water District. This recruitment will be under the direction of Ms. Heather Renschler, Project Director/Search Consultant.

Task 1 – Review Project Management Approach

The Project Director, Ms. Renschler, will begin work after the District provides a contract or, alternatively, an official notice to proceed. The first task will include established individual and/or group video meetings with the Board of Directors and/or Ad-Hoc Committee, and others (done via the Zoom Technologies application), as appropriate, to finalize the recruiting and selection process. This will include discussion of the project management for this search, review of the work plan, confirmation of timing, and communication methods. Working collaboratively with the Board of Directors and/or Ad-Hoc Committee, and other key District staff, this task will result in a more definitive timetable.

Task 2 – Develop Position Profile

The position profile for the General Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

Technical Information

Ms. Renschler will conduct video meetings with the Board of Directors and/or Ad-Hoc Committee, and key staff members as directed by the District, to gain an understanding of the experience and professional background requirements desired in the General Manager. These meetings, all done via video conferencing, will also help the Search Consultant gain an understanding of the work environment and the issues facing the Big Bear Municipal Water District.

Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the General Manager. The criteria should reflect the goals and priorities of the Big Bear Municipal Water District.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by Ralph Andersen & Associates. The brochure will be reviewed by the District in draft format, revised as appropriate, and published for use throughout the search.

Information obtained through individual meetings can be summarized if needed or more appropriately captured in the brochure as part of the search process. Important to note, the source of the information will remain confidential.

Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Search Consultant and includes specific outreach and recruiting activities briefly described below.

Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as the California Special District Association (CSDA), Association of California Water Agencies (ACWA), Western City Magazine, and other professional publications. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Search Consultant will target those individuals who meet the criteria set by the District. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

Preliminary Interviews via Video Technology

The Search Consultant will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using video technology.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately four (4) to six (6) individuals. Those individuals will be reviewed with the District prior to proceeding with the individual interviews.

Task 5 – Search Report

After completing Task 4, all documentation will be supplied to the District electronically. No hard copies will be supplied to the District for any phase of this search engagement. Ms. Renschler will prepare detailed information for review including resumes uploaded to a file sharing system (i.e., DropBox or ShareFile). Ms. Renschler will conduct a video conference with the Board of Directors and/or Ad-Hoc Committee, or other designated representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed via video by the District; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes and cover letters. The results of preliminary media research will be included. This video meeting will result in a confirmed group of top candidates for the Board of Directors and/or Ad-Hoc Committee to further consider.

We typically perform references on only the top selected candidate. Periodically, we may recommend conducting references on more than the top candidate to assist the governing body in the final stages of the search process. Additional fees may be charged if this approach is undertaken. Verifications such as credit check, DMV Report, and civil/criminal are typically conducted once a contingent offer is made to the selected candidate unless the finalist candidate(s) give explicit approval and sign a release to proceed. Verifications are not conducted on all finalists other than the more standard education check before interviewing with the Board of Directors and/or Ad-Hoc Committee.

The results of the Search Report will be a confirmed group of finalist candidates that the General Manager will interview.

Task 6 – Selection

The final selection process will vary depending upon the desires of the District. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- Ms. Renschler will coordinate the selection process for the finalist group of candidates. This includes handling the logistical matters with candidates and with the District.
- Ralph Andersen & Associates will prepare an electronic interview booklet (uploaded to a
 file sharing program such as DropBox or ShareFile) that includes the resume, cover letter,
 and preliminary media research for each candidate. In addition, this electronic information
 will contain suggested questions and areas for discussion based upon the recruitment
 criteria. Electronic copies of the interview booklet will be provided in advance of the
 candidate interviews. No hard copies of material will be provided. Should the District desire
 hard copies, that will be the responsibility of the District to produce and distribute.
- Ms. Renschler will facilitate the Interviews to assist the District through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- Additionally, verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, and credit check. Due to legislation, criminal checks ("Ban the Box") are only permissible when a contingent offer of employment is made. The results of these verifications will be discussed with the District at the appropriate time.
- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the District at the appropriate time during a closed session. Reference checks on more than one candidate will incur a supplemental fee.

 As needed, the Search Consultant is available to provide assistance to the District in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

Task 7 - Negotiation

The Project Director is available to assist the District in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.

Additionally, if desired by the Board of Directors, Ralph Andersen & Associates will coordinate with the District's Legal Counsel to prepare a draft employment agreement and work with the Board on the finalization of this document. As required by the Brown Act, the employment agreement for the new General Manager will be required to be approved and voted on in a public meeting at a regularly scheduled Board of Directors meeting.

Task 8 - Close Out

After the District has reached agreement with the individual selected for the position, the Search Consultant will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

Schedule

We anticipate approximately a 90 – 120-day time frame for this entire recruitment process. Due to the focus, we hope to keep the outreach period open for at least six (6) weeks.

A sample timeline is provided on the following page.

Task	Estimated Week of Completion
Task 1 – Review Project Management Approach	Week One
Task 2 – Develop Position Profile and Recruitment Brochure	Week One – Week Two
Task 3 – Outreach and Recruiting	Week Two – Seven
Task 4 – Candidate Evaluation	Ongoing Throughout Process (typically more focused during Week Six and Week Seven)
Task 5 – Search Report	Week Eight – Week Nine
Task 6 – Selection	Week Nine - Week Ten
Task 7 – Negotiation	Week Ten – Week Eleven
Task 8 – Close Out	Week Twelve

Staff Qualifications

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf.

The Big Bear Municipal Water District will have Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates, as the Project Director on this engagement. Ms. Renschler will have all the resources and full support of our firm fully dedicated to ensuring the highest quality outcome during this important recruitment process.



Ms. Heather Renschler, Project Director

Ms. Renschler has been with Ralph Andersen & Associates for more than 38 years and is the firm's President/CEO. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last 26 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. She is experienced at working with boards, city councils, staff members, and selection committees in the recruitment and selection process.

Ms. Renschler has extensive experience in conducting public sector recruitments on a national scale and, as a result, has developed a network of contacts and potential candidates on a national basis. Ms. Renschler has had significant involvement in public sector related searches over an extended period of time, and as a result, has an extensive network from which to attract potential candidates.

Prior to joining Ralph Andersen & Associates, Ms. Renschler had extensive private sector experience in the areas of construction management, health care, and public accounting.

Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism and obtained a Bachelor's degree in Public Administration from the University of San Francisco.

Paraprofessional and Support Staff

Paraprofessional, graphics, and support staff will provide administrative support to the search team on recruitment assignments. These may include Ms. Diana Haussmann, Ms. Hannah Jones, Ms. Christen Sanchez, Tina Keller, Karen AllGood, and Teresa Heple.



Project Costs

The recruitment effort for a new General Manager for the Big Bear Municipal Water District will be a national search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the District the ability to select from a broad field of qualified candidates. The professional services fee to perform this search will be a **fixed fee** of \$38,750* for recruitment services and all related expenses.

*Note – Expenses included in this fixed fee include such items as advertising, consultant interaction (primarily conducted through a combination of video conferences for kick-off activities, Preliminary Video Interviews (Round #1) as needed with on-site Finalist Interviews-Round #2), clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Reference checks will be conducted on the top candidate. Should the District desire to conduct reference calls on more than one candidate, a background fee of \$1,800 per candidate will be billed in addition to the above stated fees.

<u>Invoicing for Services</u> – Ralph Andersen & Associates will bill the Big Bear Municipal Water District in four installments as follows:

- Following kick-off and finalization of recruitment brochure \$11,625
- After the closing date \$11,625
- After finalist interviews \$11,625
- Upon placement \$3,875

Progress payments will be due upon receipt.

Brochure – A full color electronic profile (brochure) will be developed for the General Manager recruitment. All pictures will be the responsibility of the District. The District will also be responsible for ensuring that there are no copyright restrictions on the photographs supplied to Ralph Andersen & Associates and that the District will agree to pay any and all related charges or fines if a copyright violation is incurred either during the search itself or subsequently.

Exception – Any candidate travel is the full responsibility of the District.

Standard Hourly Billing Rates

Ralph Andersen & Associates' standard hourly billing rates are as follows:

•	Project Director	\$175/hr.
•	Senior Recruitment Coordinator	\$80/hr.
•	Graphics Designer	\$75/hr.
•	Researcher	\$60/hr.
•	Support Services	\$50/hr.

Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment, the General Manager resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The Big Bear Municipal Water District would be expected to pay for the reimbursement of all incurred expenses.

If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. The District would be expected to pay for all incurred expenses.

References

At Ralph Andersen & Associates, we feel strongly that our past client relationships will attest to the professionalism of our services. It may be beneficial to also speak with a recent client in the area as follows:

- Big Bear City Community Services District
 Mary Reeves, Former General Manager / Retiring General Manager
 (909) 936-9521
 Recruitment: General Manager
- Big Bear Lake Department of Water & Power Reggie Lamson, General Manager (placement) (760) 559-8172 (cell) Recruitment: General Manager

Retention Rate

As requested, the firm's average retention rate during the first 12-months of hire is 100%. The to fill a position is 3 months not including transition time for the selected candidate. It is an extremely rare occurrence that our placement does not remain in place during the first year.

Acknowledgement of Agreement and Statement of Exceptions

Ralph Andersen & Associates has no exceptions to note to the District's RFP.

The District's Standard Professional Services Agreement was not included in the RFP. We would be happy to review it upon contract award and provide our feedback.

Addenda

No addenda to this RFP were received as of the submittal date of this proposal.