



RUNNING SPRINGS WATER DISTRICT
A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT

31242 Hilltop Boulevard • P.O. Box 2206
Running Springs, CA 92382

TO: BOARD OF DIRECTORS DATE: NOVEMBER 1, 2012
RE: SPECIAL BOARD MEETING FROM: SECRETARY

A Special Meeting of the Board of Directors of the Running Springs Water District will be held on Friday, November 2, 2012, at the hour of 2:00 P.M. at the District Office located at 31242 Hilltop Boulevard, Running Springs, California.

The Board may take action on any item on the agenda, whether listed as an action item or as an information item.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Joan C. Eaton, Secretary at 909/867-2766 at least 48 hours before the meeting, if possible.

Copies of documents provided to members of the Board for discussion in open session may be obtained from the District at the address indicated above.

AGENDA

1. Call Meeting to Order
2. Pledge of Allegiance
3. Recognize and Hear From Visitors/Public Comment
4. Action Items – The following action items will be considered individually and each **require a motion** by the Board of Directors for action.
 - A. Consider adoption of Resolution No. 20-12, finding that certain properties located in the District constitute a public nuisance and ordering notification to property owners and setting a public hearing.
 - B. Consider adoption of Resolution No. 21-12, approving the Department of Forestry and Fire Protection Agreement # 7FG12145 providing for financial assistance with wildland firefighting gear.
 - C. Consider authorizing staff to execute Duty Chief Officer coverage MOU with Big Bear Lake Fire Protection District and the Fire Department of Big Bear City Community Services District.
 - D. Consider approving changes to specifically named District staff credit card holders.

- E. Groundwater Test Well Drilling Project Update and Consideration of Authorizing Staff to issue a Request for Proposals (RFP) for Hydrogeological Investigation for Additional Future Groundwater Development in the District Service Area.
- 5. General Manager Comments
- 6. Board Member Comments
- 7. Meeting Adjournment

UPCOMING MEETINGS: REGULAR BOARD MEETING NOVEMBER 28, 2012 9:00 AM


RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: November 2, 2012

TO: Board of Directors

FROM: 
Tony Grabow, Fire Chief


Ryan Gross, General Manager

SUBJECT: CONSIDER ADOPTION OF RESOLUTION 20-12, FINDING THAT CERTAIN PROPERTIES LOCATED IN THE DISTRICT CONSTITUTE A PUBLIC NUISANCE AND ORDERING NOTIFICATION TO PROPERTY OWNERS AND SETTING A PUBLIC HEARING

RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors consider adoption of Resolution No. 20-12, finding that certain properties located in the District constitute a public nuisance and ordering notification to property owners and setting a public hearing.

REASON FOR RECOMMENDATION

Running Springs Fire Department staff has inspected the properties listed in Exhibit A of Resolution 20-12 and found that those properties at the time of inspection materially hamper or interfere with the prevention or suppression of fire upon the property or adjacent properties or endanger the public safety by creating a fire hazard and therefore constitute a public nuisance.

The proposed resolution would: (1) declare that the properties listed in Exhibit A of the attached Resolution No. 20-12 constitute a public nuisance; (2) direct the Fire Chief or his authorized representative to provide notice to the owners of the properties of a public hearing to be conducted on November 28, 2012 at 9:00 a.m., and; (3) that the Board of Directors shall hear and consider all objections or protests to the proposed removal of weeds and/or waste.

BACKGROUND INFORMATION

On June 20, 2012 the District Board of Directors adopted Ordinance No. 38, amending Ordinance No. 37 and establishing procedures and fees for providing notice to abate

weeds and fire hazard waste upon real property. Ordinance No. 36 was adopted on March 16, 2011, adopting procedures for abatement of hazardous weed and/or waste.

On August 29, 2012 the Board of Directors adopted Resolution 17-12. The resolution effectively accomplished three things: (1) it declared that the properties listed in Exhibit A of the resolution constitute a public nuisance; (2) directed the Fire Inspector or his authorized representative to provide notice to the owners of the properties of a public hearing to be conducted on September 19, 2012 at 9:00 a.m., and; (3) that the Board of Directors shall hear and consider all objections or protests to the proposed removal of weeds and/or waste.

A public hearing was conducted on September 19, 2012 at which the Board of Directors overruled the objections or protests to the proposed removal of weeds and/or wastes that were declared a public nuisance by Resolution No. 17-12, whereupon the Board of Directors directed staff to acquire jurisdiction to proceed and perform the work of removing the public nuisance. At this public hearing the Board of Directors also authorized the Fire Chief to remove from the list of properties in Resolution No. 17-12 those properties that achieved compliance prior to the date that the District applied to the court for a warrant to enter upon the property to clean up the property and authorized waiver of the \$95 fee for those parties that appeared at the hearing on September 19, 2012 and those who achieved compliance prior to warrant application.

FISCAL INFORMATION

None at this time.

ATTACHMENTS

Attachment 1 – Resolution 20-12

RESOLUTION NO. 20-12

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RUNNING SPRINGS WATER DISTRICT FINDING THAT
CERTAIN PROPERTIES LOCATED IN THE DISTRICT
CONSTITUTE A PUBLIC NUISANCE AND ORDERING
NOTIFICATION TO PROPERTY OWNERS AND SETTING A
PUBLIC HEARING**

WHEREAS, pursuant to Water Code section 31120, Running Springs Water District may exercise any of the powers, functions, and duties which are vested in, or imposed upon, a fire protection district pursuant to the Fire Protection District Law of 1987; and

WHEREAS, Running Springs Water District is authorized, pursuant to Water Code section 31120 and Health and Safety Code section 13879, to abate hazardous weeds and waste pursuant to the procedures set forth in Health and Safety Code section 14875 *et. seq.*; and

WHEREAS, pursuant to the procedures set forth in Health and Safety Code section 14875 *et. seq.* and Ordinance Nos. 36, 37 and 38, the Board of Directors of the Running Springs Water District may declare weeds growing upon streets, sidewalks, or private property a public nuisance that may be abated pursuant to the provisions therein; and

WHEREAS, the Fire Chief of the Running Springs Water District or his or her authorized representative inspected the properties described in Exhibit "A," attached hereto and by this reference incorporated herein, and found that those properties materially hamper or interfere with the prevention or suppression of fire upon the property or adjacent properties or endanger the public safety by creating a fire hazard, and therefore constitute a public nuisance; and

WHEREAS, the Fire Chief or his or her authorized representative has asked the Board of Directors to find and determine that said weeds and/or waste matter constitute a public nuisance and the Board desires to declare, by resolution, that said weeds constitute a public nuisance pursuant to California Health and Safety Code section 14875 *et seq.* and Ordinance Nos. 36, 37 and 38; and

WHEREAS, the Board of Directors desires to authorize the Fire Chief or his or her authorized representative to provide notice to the owners of the properties described in Exhibit "A" of a public hearing to be conducted on November 28, 2012 at 9:00 a.m., pursuant to Health and Safety Code section 14890 *et seq.* and Sections 2.5 and 2.6 of Ordinance Nos. 36, 37 and 38; and

WHEREAS, at the public hearing, the Board of Directors intends to hear any or all objections or protests, if any, to the proposed removal of weeds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Running Springs Water District as follows:

Section 1. All of the recitals set forth above are true.

Section 2. The Board of Directors has determined and hereby declares that the

properties described in Exhibit "A," attached hereto and by this reference incorporated herein, located within the Running Springs Water District's boundaries contain weeds and/or waste that constitute a public nuisance pursuant to the provisions of Health and Safety Code section 14875 *et seq.*

Section 3. The Board of Directors directs the Fire Chief or his authorized representative to provide notice to the owners of the properties described in Exhibit "A" of a public hearing to be conducted on November 28, 2012 at 9:00 a.m. at which time the Board of Directors shall consider all objections or protests to the proposed removal of weeds and/or waste. Notice shall be provided pursuant to the provisions of Health and Safety Code section 14890 *et seq.* and Sections 2.5 and 2.6 of Ordinance Nos. 36, 37 and 38.

Section 4. The Board of Directors further directs that at the time of the public hearing, the Board of Directors shall hear and consider all objections or protests, if any, to the proposed removal of weeds and/or waste, and may continue the hearing from time to time. Upon the conclusion of the hearing, the Board of Directors shall allow or overrule any or all objections, whereupon the Board of Directors shall acquire jurisdiction to proceed and perform the work of removing the public nuisance, and the decision of the Board of Directors shall be final, except as provided in Health and Safety Code sections 14920 and 14921.

ADOPTED this 2nd day of November, 2012.

President of the Board of Directors

ATTEST:

Board Secretary

EXHIBIT "A"
LIST OF PROPERTIES

PARCEL NUMBER	STREET ADDRESS
0295-016-61	31553 Hilltop
0295-025-08	Lot Panorama
0295-026-06	31531 Old City Creek
0295-122-10	2562 Oak
0295-162-01	31601 State Hwy 330
0295-162-02	2745 Deer Creek
0295-162-05	Lot Hwy 330
0295-173-05	2726 Preston
0295-174-60	2765 Preston
0295-201-06	Lot Preston
0295-314-12	Lot Valhalla
0296-272-11	30691 Live Oak
0328-215-06	2229 Spring Oak
0328-371-05	31438 Easy St
0328-371-13	31354 Easy St

RUNNING SPRINGS WATER DISTRICT**MEMORANDUM**

DATE: 10/30/12

TO: Board of Directors

FROM: George Corley, Battalion Chief
Tony Grabow, Fire Chief
Ryan Gross, General Manager

SUBJECT: Board consideration and approval of resolution no. 21-12

This resolution is required by the California Department of Forestry and Fire Protection, for funding the Cooperative Forestry Assistance Act of 1978 Volunteer Fire Assistance Program Agreement # 7FG12145.

The Running Springs Fire Department has been awarded \$3,923.00 towards the purchase of needed wildland firefighting gear. There is a 50/50 matching fund basis for the grant. We currently have funding set aside in our budget for the purchase of this type of equipment. The funding we have set aside in our budget would be what we would use for the matching funds required by the grant for the wildland firefighting gear.

Thanks for your consideration,


George Corley

Cc Joan Eaton

BEFORE THE BOARD OF DIRECTORS OF THE
RUNNING SPRINGS WATER DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: 21-12

Approving the Department of Forestry and Fire Protection Agreement # 7FG12145 for services from the date of last signatory on page 6 of the Agreement to June 30, 2013 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Running Springs Water District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto.. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2012-2013 up to and no more than the amount of \$ 3923.00.

BE IT FURTHER RESOLVED that Kenneth Ayers, President of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Running Springs Water District

The foregoing resolution was duly passed and adopted by the Board of Directors of the Running Springs Water Dist., at a regular meeting thereof, held on the _____ day of _____,

by the following vote:

AYES:

NAYS:

ABSENT:

Signature, Board of Directors Member

Kenneth Ayers, President
Printed Name and Title

____**CERTIFICATION OF RESOLUTION**____

ATTEST:

I Joan C. Eaton, Secretary of the Board of Directors Running Springs Water District County of San Bernardino California do hereby certify that this is a true and correct copy of the original Resolution Number 21-12.

WITNESS MY HAND OR THE SEAL OF THE Running Springs Water District, on this _____ day of _____.

OFFICIAL SEAL
OR NOTARY CERTIFICATON

Signature

Board Secretary, Running Springs Water District
Title and Name of Local Agency

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Running Springs Water District

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2012 or LOCAL AGENCY will forfeit the funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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7. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2012-13 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$3923. on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2013.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than August 31, 2013 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this Agreement vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this Agreement, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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11. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY:

Running Springs Water District
P O Box 2206
Running Springs, CA 92382
Attention: Ryan Gross, General Manager
Telephone Number(s): 909/867-2766
FAX Number: 909/867-2828
E-mail rgross@RunningSpringswd.com

STATE:

**Department of Forestry and Fire Protection
Cooperative Fire Programs, Room 1653-2A
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-6179
FAX (916) 653-9708**

12. **PURPOSE:** Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. **COMBINING:** In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. **OVERRUNS:** In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the Agreement share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. **UNDERRUNS:** In the event that the total cost of a funded project is less than the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for Agreement funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. **FEDERAL INTEREST IN EQUIPMENT:** The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this Agreement, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation.

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The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE Sacramento Property Office of the disposal of such items.

17. **EQUIPMENT INVENTORY**: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE Sacramento Property Office. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE Sacramento Property office will advise the appropriate STATE Unit and LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT**: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES**: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION**: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this Agreement.
21. **DRUG-FREE WORKPLACE REQUIREMENTS**: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through August 31, 2013.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

Running Springs Water District

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Kenneth Ayers
Printed Name

Staff Chief
Title
Cooperative Fire Programs

President, Board of Directors
**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this Agreement.
**Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this Agreement.
***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,923	PROGRAM/CATEGORY (CODE AND TITLE) Support		FUND TITLE Federal	
	(OPTIONAL USE) Vendor #			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 12/13
TOTAL AMOUNT ENCUMBERED TO DATE \$3,923	OBJECT OF EXPENDITURE (CODE AND TITLE) 12-9214-418.99-92513			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER X		DATE		

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: November 2, 2012

TO: Board of Directors

FROM: 
Tony Grabow, Fire Chief


Ryan Gross, General Manager

SUBJECT: CONSIDER AUTHORIZING STAFF TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH BIG BEAR LAKE FIRE PROTECTION DISTRICT AND THE FIRE DEPARTMENT OF THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT FOR DUTY CHIEF OFFICER COVERAGE WITHIN THE JURISDICTIONS OF ALL THREE PARTIES

RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors consider authorizing the General Manager to execute the attached Memorandum of Understanding (MOU) with the Big Bear Lake Fire Protection District (BBL) and the fire department of the Big Bear City Community Services District (CSD) for Duty Chief Officer Coverage within the jurisdictions of all three parties.

REASON FOR RECOMMENDATION

To achieve efficiencies through the use of one Duty Chief Officer who will provide day-to-day operations for the night, weekend and holiday Duty Chief Officer coverage in the jurisdictions of all three parties.

BACKGROUND INFORMATION

The Running Springs Fire Department has been in discussions with the BBL & CSD for the past several months regarding Duty Chief Officer coverage. The result of these discussions is the attached MOU.

ATTACHMENTS

Attachment 1 – Draft MOU

MEMORANDUM OF UNDERSTANDING
AFTER HOURS DUTY CHIEF OFFICER COVERAGE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into ____ day of ____, 2012 by and between the BIG BEAR LAKE FIRE PROTECTION DISTRICT, a subsidiary district of the City of Big Bear Lake, a municipal corporation ("BBL"), the fire department of the BIG BEAR CITY COMMUNITY SERVICES DISTRICT, a public agency ("CSD") and the fire department of the RUNNING SPRINGS WATER DISTRICT, a public agency ("RSWD"). The parties are hereby referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. The Parties desire to achieve efficiencies through the use of one (1) Duty Chief Officer who will provide day-to-day operations for the night, weekend and holiday Duty Chief Officer coverage in the jurisdictions of all three (3) Parties.

B. The Parties desire to enter into this MOU in order to set forth the procedures and guidelines for carrying out the day-to-day operations of the night, weekend and holiday Duty Chief Officer coverage within the jurisdictions of all three (3) Parties.

TERMS AND CONDITIONS

A. Duty Chief Officer Coverage.

1. Providing Coverage - The respective Duty Chief Officers of the fire departments of all three (3) Parties will provide Duty Chief Officer coverage for all three (3) Parties based on a rotational schedule during nights, weekends and holidays. The rotation and schedules shall be determined pursuant to the procedures set forth herein. The Duty Chief Officer who is on duty will provide services, and be responsible for, carrying out the requirements and other activities of a Duty Chief Officer within the jurisdictions of all three (3) Parties.

2. There shall be no monetary exchange between the Parties for the Duty Chief coverage.

B. Duty Chief Officer Requirements.

The Duty Chief Officer will be required to respond to the following incidents in all three (3) jurisdictions while on duty according to current run card assignments including but not limited to:

- a. Structure fires – fire involving any portion of a building interior and/or exterior
- b. Vehicle fire in a structure.
- c. Any fire endangering a structure.
- d. Chemicals, cryogenics or flammable liquid spills and leaks within a structure or endangering a structure.
- e. Natural gas, smoke or unknown odor investigation inside structure
- f. Explosion.

- g. Undetermined type of emergency.
- h. Large vehicle fires (truck, bus).
- i. Airplane Crash not involving structures.
- J. Chemicals, cryogenics, flammable gases or flammable liquid spills, large in volume not endangering structures.
- k. Grass, brush fires.
- l. Multi-casualty incidents.
- m. Module leader request.
- n. Duty Officer's discretion.

C. Duty Chief Officer Notifications.

The Duty Chief Officer on duty will be notified of:

- a. Mutual aid requests and/or responses.
- b. Injury to department personnel requiring medical attention.
- c. Equipment out of service.
- d. Commitment of units on scene for extended periods of time (greater than 30 minutes).

D. Duty Coverage.

1. Rotation Schedule

a. Duty coverage will be rotated. The Administrations of all of the Parties shall collaborate to establish and publish, from time to time, the monthly schedule for when each of the three (3) Duty Chief Officers will fulfill his duty coverage. Duty coverage will start at, and end at, 08:00 a.m.

b. There may be unforeseen circumstances such as weather, road conditions or special events where a Party may need to go outside the normal schedule and cover their own areas. In these circumstances there may be a need to alter the regular scheduling.

c. Each Party will have the ability to modify the schedule as needed to ensure coverage for that Party's respective responsibilities for its applicable jurisdiction.

d. The dispatch center shall be notified of any change in Duty Chief Officer status and which Duty Chief Officer is on duty at any particular time. Said notice shall be via radio or phone. If a replacement Duty Chief Officer is needed, it will be up to the scheduled Duty Chief Officer to make arrangements for his replacement.

2. Incident Command System - The Incident Command System of the Party whose Duty Chief Officer is on duty will be utilized on incidents that require such.

3. Jurisdictional Rules and Regulations - Interpretation of department, district, or city issues of the applicable jurisdiction, as well as reports required because of on-the-job injuries or disciplinary actions within the applicable jurisdiction, will be managed by the company officer or module leader of the Party in whose jurisdiction the incident takes place. Should a situation require additional follow-up or attention by the Duty Chief Officer who was on duty during the incident, that Duty Chief Officer shall be contacted and advised and shall provide any necessary assistance.

4. Assistance During Normal Duty Hours - The Duty Chief Officer coverage under this MOU will only apply after normal duty hours, on weekends and on some holidays. During normal duty hours, each Party shall be responsible for its own Duty Chief Officer coverage in their respective jurisdictions. However, if a Party's Duty Chief Officer is unavailable to cover normal duty hours on a short term basis, said Party may request the assistance of the Duty Chief Officer of another Party. Any arrangements for such short term assistance shall be agreed upon between the applicable Parties and shall not be governed by, or subject to, the provisions of this MOU.

D. Liability and Hold Harmless Clause.

Each Party ("Indemnitor") hereby agrees to defend, indemnify and hold free and harmless each of the other Parties ("Indemnitee") and Indemnitee's elected and appointed officials, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with Indemnitor's activities under this MOU, including any Worker's Compensation suits, liability, or expense, arising from or connected with services performed on behalf of Indemnitor by any person pursuant to this MOU, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. Indemnitor's duty to indemnify Indemnitee shall survive the expiration or other termination of this MOU as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

E. General Terms.

1. Term – The term of this MOU shall commence upon full execution of this MOU by all three (3) Parties. This MOU shall remain in effect unless or until one (1) or more Parties elect to terminate their participation in this MOU for any reason or no reason upon thirty (30) days prior written notice to the other Parties. In the event one (1) Party elects to terminate their participation in this MOU, this MOU shall remain in effect as to the two (2) remaining Parties unless otherwise agreed upon by said remaining Parties.

2. Application of Shared Services Agreement – The Parties hereby acknowledge and agree that BBL and CSD may elect, in their sole discretion, to perform any or all of its activities under this MOU by way of, and pursuant to, the provisions of that certain Shared Service Agreement by and between BBL and CSD dated March 14, ,2012.

3. Service Boundaries – The Parties hereby represent and warrant that they have the necessary authority, agreements and/or permission to perform the activities contemplated under this MOU within the jurisdictions of the other Parties to this MOU.

4. Incorporation of Recitals - The Recitals set forth above are incorporated herein and made an operative part of this MOU.

5. Invalidity and Severability - If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, each of the Parties has caused this MOU to be executed by its respective duly authorized officers.

Big Bear Lake Fire Protection District

Running Springs Water District

_____ date _____

_____ date _____

Fire Chief

Water Dist. Manager

Big Bear City Community Services District

_____ date _____

Fire Chief

2012-2013 ROTATING DUTY CHIEF SCHEDULE

Chief 3100 Jeff Willis Big Bear Fire Cell 909-731-4824 Station 909-866-7566 Pager 800-426-6586 Home 909-585-8649	Asst. Chief 3101 Mark Mills Big Bear Lake FD Cell 951-660-3101 Station 909-866-7566 Pager 800-426-8689-2174 Home 909-585-1870	Batt. Chief 3105 Dave Delay Big Bear City FD Cell 909-731-4890 Station 909-585-2362 Pager 800-426-8689-6579 Home 909-585-2314	Chief 3600 Tony Grabow Running Springs FD Cell 909-867-5456 Station 909-867-2630 Pager Home	Batt. Chief 3602 George Corley Running Springs FD Cell 909-633-8302 Station 909-867-2630 Pager Home
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JANUARY 2013							FEBRUARY 2013							MARCH 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30
														31						

APRIL 2013							MAY 2013							JUNE 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

JULY 2013							AUGUST 2013							SEPTEMBER 2013						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
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28	29	30	31				25	26	27	28	29	30	31	29	30	31				

OCTOBER 2012							NOVEMBER 2012							DECEMBER 2012						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: November 2, 2012

TO: Board of Directors

FROM: 
Ryan Gross, General Manager

**SUBJECT: CONSIDER APPROVING CHANGES TO NAMED EMPLOYEES
ON RUNNING SPRINGS WATER DISTRICT BUSINESS CREDIT
CARDS**

RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors consider approving the application for a District business credit card with a limit of \$2,000 in the name of the Running Springs Water District and name the following employee: George Corley, Battalion Chief.

REASON FOR RECOMMENDATION

The issuer of the District business credit cards, First Mountain Bank, requires Board of Directors approval for adding a specifically named employee to a District business credit card.

BACKGROUND INFORMATION

The District has a business credit card policy in place to ensure proper controls and carefully monitors its credit card activity. On July 16, 2008 the Board of Directors approved Resolution No. 15-08, adopting a District credit card policy.

On August 20, 2008 the Board of Directors approved Resolution 17-08, amending the District credit card policy clarifying credit limit amounts for credit cards issued to specific District employees and for all District credit cards. A copy of Resolution No. 17-08 is attached for information purposes.

ATTACHMENTS

Attachment 1 – Resolution No. 17-08

RESOLUTION 17-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RUNNING
SPRINGS WATER DISTRICT AMENDING THE DISTRICT CREDIT CARD
POLICY**

WHEREAS, on July 16, 2008 the District Board of Directors adopted a District Credit Card Policy (Policy) and

WHEREAS, the District Board of Directors has determined that the Policy section *Authorized Conditions of Use, (3) Transaction/Card Limit* needs to be amended; and

WHEREAS, a revised version of the Policy has been prepared that includes the required amendments;

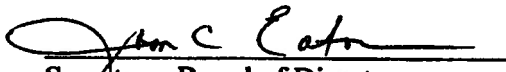
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Running Springs Water District the District hereby adopts an amended Running Springs Water District Credit Card Policy, attached hereto and made a part hereof.

ADOPTED this 20th day of August, 2008.



President, Board of Directors
Running Springs Water District

ATTEST



Secretary, Board of Directors
Running Springs Water District

RUNNING SPRINGS WATER DISTRICT

CREDIT CARD POLICY

Purpose

In order to facilitate best business practices, the following policy sets forth instructions for making credit card purchases for the Running Springs Water District (District). This policy offers guiding principles, but it remains the responsibility of anyone authorized to purchase goods and supplies to maintain the highest level of integrity and stewardship of District funds.

Authorized Positions

Issuance of District credit cards will be limited to the absolute minimum necessary to conduct business. With that understanding, individuals in the following District positions may be issued District Credit Cards:

- General Manager
- Office Supervisor
- Fire Chief
- Battalion Chief / Paramedic
- Captain / Paramedic
- Engineer / Paramedic, Serving as Shift Supervisor (as Designated by Fire Chief)
- Superintendent
- Water Division Supervisor
- Wastewater Collection Division Supervisor
- Wastewater Treatment Division Supervisor

Authorized Conditions of Use

Individuals in the above identified positions are authorized to make purchases with the District credit cards issued in their name under the following conditions:

1. ***District Credit Card.*** A credit card may be issued to employees of Running Springs Water District in the above identified positions for the purpose of making authorized purchases on the District's behalf.
2. ***Credit Card Location.*** Credit cards will be secured and checked out only when needed for a specific needed purpose or assignment. The General Manager or the employee's department head, as appropriate, will authorize credit card check out.

3. **Transaction/Charge Limit.** A dollar limitation of purchasing authority assigned to the cardholder for each total charge made with the District credit card must not exceed \$2,000.00 for all purchases, with the following exceptions:
- Transportation costs which have been pre-approved, and
 - The Office Supervisor's card, which is generally used for normal District Purchases, shall have a limit set at \$5,000.

The bank authorized limit for purchasing on all District credit cards will be the combined total of all issued cards (\$5,000 for the Office Supervisor card plus \$2,000 for each additionally issued card), Increases to credit limits, if necessary, must be approved by the General Manager. Lower limits may be assigned to specific cardholders, as determined by the General Manager.

4. **Credit Card Use.** The General Manager, Office Supervisor, Fire Chief, Battalion Chief / Paramedic and Superintendent may use District credit cards for authorized regular purposes, subject to the constraints of District purchasing policies. Credit cards will only be used when credit card use is an expeditious and appropriate method for making a purchase. Other authorized positions may use credit cards only for specific designated purposes as authorized by the General Manager or the cardholder's Department Head. Credit cards will be monitored to mitigate excessive card use which increases liability for the District as well as for the Department Heads who oversee department budgets.
5. **General Prohibited Use.** District credit cards are not to be used for the following:
- Items or services for Personal Use
 - Items or services not related to District Business
 - Alcoholic Beverages
 - Cash Advances
 - Entertainment
 - Recreation
 - Motorized vehicles i.e. golf carts, mopeds
 - Contracting
 - Financial Services
 - Any purchases prohibited by District policy
6. **Consequence of Unauthorized Use.** A cardholder who makes an unauthorized purchase with the District credit card, as defined in this policy, or otherwise uses the District credit card in an inappropriate manner, must fully reimburse the District for any purchases for non-District purposes and will be subject to disciplinary action, including but not limited to: card cancellation, suspension without pay, termination of employment, and criminal prosecution.

- 7. *Returned Purchases.*** If merchandise is returned for credit or exchange, the cardholder is responsible for obtaining a credit/exchange receipt from the merchant and retaining that receipt with the support documentation for that purchase. Receiving cash or checks from the vendor to resolve a credit is prohibited.
- 8. *Cardholder Accountability.*** Cardholders are accountable for all charges made with their District credit cards and are responsible for checking all transactions against the corresponding support documentation to verify their accuracy and propriety. Card holders must not allow another individual to use their card.
- 9. *Processing Credit Card Statements.*** The Office Supervisor or an accounts payable designee will forward statements to departments each month specifying the due date for return to that office. After all transactions have been checked, all support documentation must be returned to accounts payable, in an organized manner, by the date specified, in order to avoid finance charges to the District. All receipts must be attached neatly to the documentation with descriptions detailing the business purpose with the proper approvals. If all receipts are not received by the date specified, resulting in a late charge to the District, the late charge will be assessed to the department budget. Additionally, all receipts will be signed by the Department Head and an account number will be assigned to each expense.
- 10. *Receipt / Documentation Responsibility.*** It is the cardholder's responsibility to obtain all receipts. Documentation sent to the Office Supervisor without the proper receipts attached will be sent back to the department for attachment of missing receipts.
- 11. *Safeguarding Credit Cards.*** It is the cardholder's responsibility to safeguard the District credit card and District credit card account number at all times.
- 12. *Issuance and Cancellation of Credit Card.*** The Office Supervisor, with the approval of the General Manager, is responsible for issuing credit cards to individuals in authorized positions. Cardholders, who transfer to a new position and require the use of a District credit card as part of their new duties, should continue to use the same card. Cardholders who no longer require a District credit card in their new position must cancel their card through the Office Supervisor.
- 13. *Surrendering Credit Card Upon Separation.*** Prior to separation from the District, cardholders must surrender their District credit cards and corresponding support documentation to the Office Supervisor.

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: November 2, 2012

TO: Board of Directors

FROM: 
Ryan Gross, General Manager

SUBJECT: GROUNDWATER TEST WELL DRILLING PROJECT UPDATE AND CONSIDERATION OF AUTHORIZING STAFF TO ISSUE A REQUEST FOR PROPOSALS FOR A HYDROGEOLOGICAL INVESTIGATION OF ADDITIONAL FUTURE GROUNDWATER DEVELOPMENT IN THE DISTRICT SERVICE AREA

RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors:

- 1) Provide staff with direction on whether or not to proceed with the second test well at the Ayers Acres Groundwater Development Project Site based on current information (Refer to Scenarios below), and;
- 2) Consider authorizing staff to issue a Request for Proposals (RFP) for a hydrogeological investigation for additional future groundwater development in the District's service area.

REASON FOR RECOMMENDATION

Based on the most current information on the test well drilling at the Ayers Acres Groundwater Development Project Site the following three scenarios are provided for consideration by the Board of Directors:

Scenario #1: The first groundwater test well was completed this week to a depth of 800 feet below ground surface (bgs) on the Ayers Acres Groundwater Development Project Site. A minimum amount of groundwater was encountered. Based on the air lift testing it appears the well would only produce up to 5 to 10 gallons per minute of groundwater. Based on the depth at which this small amount of groundwater was encountered, it is not economically feasible to complete and equip this first groundwater well for production so the well will be abandoned. The cost incurred to date under the test well drilling contract if the District does not do any further exploratory drilling at this time is approximately one hundred thirty thousand dollars (\$130,000).

Scenario #2: If the District proceeds as planned with the second test well and the results are similar to the first the District would incur approximately an additional fifty five

thousand (\$55,000) dollars for a total of one hundred eighty five thousand dollars (\$185,000) and no significant groundwater that would be economically feasible to develop.

Scenario #3: If the second test well produces a significant amount of groundwater the cost to complete and equip the well with well casing under the current contract with Harich Enterprises Company, Inc. would be approximately an additional sixty thousand dollars (\$60,000) for a total of two hundred forty five thousand dollars (\$245,000). Additional groundwater resources within the Ayers Acres project site would need to be developed in the future until one hundred fifty gallons per minute (150 gpm) was consistently produced in order for the project payback period to be between 10 to 15 years.

BACKGROUND INFORMATION

The Ayers Acres Ground Water Development Project consists of an area of land (approximately 60 acres) that the District has owned since September 2001. It is located between U.S. Forest Service land and Poplar Drive.

The District has been working on securing access to the property for several years. After purchasing an adjoining 2.7 acre parcel in June, 2010, the District then focused on finalizing easements with several property owners for ingress and egress including underground utilities.

At the August, 2011 Board Meeting, the Board passed a resolution that modifies the original Mitigated Negative Declaration for the project allowing the District to install a roadway for ingress and egress through the 2.7 acre parcel to existing roads on the 60 acre parcel known as Ayers Acres.

District staff spent numerous hours during the month of December 2011 constructing the new roadbed and improving existing roads into the proposed vertical well sites. Both vertical well pads have been constructed along with sedimentation and dewatering ponds at the lower portions of the District property. All of the work was completed using the Water Department's four wheel drive backhoe, the Sewer Department's front end loader and a local contractor with a crawler loader.

On August 15, 2012 the District Board of Directors awarded a construction contract to Harich Enterprises Company, Inc. for \$375,260 to drill two groundwater wells on the subject property. Drilling began October 3, 2012 and due to instability in the borehole the first test well was not completed until October 31, 2012.

FISCAL INFORMATION

The funding sources for the project are a combination of Water Development, Sale of District Property, Water Treatment and Water Facility Capacity Charge Funds which have a total balance of approximately \$630,000. Depending on the final cost of this well drilling contract based on the scenarios described above, there would remain between

\$385,000 and \$500,000 in these funds to complete the remaining infrastructure for the Ayers Acres Groundwater Wells Project and investigate additional future groundwater development in the District.

ATTACHMENTS

None.