



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

Finance/Public Relations/Education and Personnel Standing Special Committee Meeting Agenda

Committee Members: Director McBride & Director McKenzie

BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92284

October 22, 2020
Time – 4:00 P.M.

PUBLIC AND BOARD WISHING TO PARTICIPATE REMOTELY

****TELECONFERENCE LINE THRU ZOOM 669-900-6833****

OR

Join Zoom Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84897708983?pwd=WUtZelBUOHBpcWFON2NybWUzVVZ>
[EUT09](#)

Passcode: 100573

Or Dial:

1-669-900-6833

Webinar ID: 848 9770 8983

Passcode: 100573

Please note that all requirements of the Brown Act requiring the physical presence of the board or staff have been waived per Executive Order N-29-20

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

Discussion and Action Items - The Board of Directors and Staff will discuss the following items, and the Board will consider taking action, if so inclined.

The Public is invited to comment on any item on the agenda during discussion of that item.

When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three-minutes to provide their public comment.

- 1. Status Report: Water Rate and Capacity Fee (Connection Fee) Study by NBS Government Finance Group**
- 2. Review Q3 Investment Report, Possible Banking Strategies and Develop a Recommendation for a Revised Resolution Establishing Financial Reserves and Funding Goals for Reserve “Sub-Accounts”**
- 3. Finance/Personnel Committee Discussion with General Manager Regarding General Manager Request for Contract Renewal Including Terms of Employment, Compensation and Other Benefit Provisions**
- 4. Consent Items** – The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that the item be held for discussion or further action.
 - a. FPREP Committee Meeting Minutes September 16, 2020

Recommended Action:

Approve as presented (Items a):

5. Public Comment Period

Any person may address the Board on any matter within the Agency’s jurisdiction on items not appearing on this agenda.

When giving your public comment, please have your information prepared. If you wish to be identified for the record, then please state your name. Due to time constraints, each member of the public will be allotted three minutes to provide their public comment. State Law prohibits the Board of Directors from discussing or taking action on items not included on the agenda.

- 6. Verbal Reports** - Including Reports on Courses/Conferences/Meetings.
 1. Committee Members’ Comments/Reports
 2. General Manager’s Report

7. Adjournment

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Bighorn-Desert View Water Agency, 622 S. Jemez Trail, Yucca Valley, CA not less than 72 hours if prior to a Regular meeting, date and time above; or in accordance with California Government Code Section 54956 this agenda has been posted not less than 24 hours if prior to a Special meeting, date and time above.

As a general rule, agenda reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda.

Copies of these materials and other disclosable public records in connection with an open session agenda item, are also on file with and available for inspection at the Office of the Agency Secretary, 622 S. Jemez Trail, Yucca Valley, California, during regular business hours, 8:00 A.M. to 4:30 P.M., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Bighorn-Desert View Water Agency.

Internet: Once uploaded, agenda materials can also be viewed at www.bdvwa.org

Public Comments: You may wish to submit your comments in writing to assure that you are able to express yourself adequately.

Per Government Code Section 54954.2, any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in the meeting, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

Item # 1

Status Report: Water Rate and Capacity Fee
(Connection Fee) Study by NBS Government
Finance Group

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
FINANCE/PUBLIC RELATIONS/EDUCATION/PERSONNEL
AGENDA ITEM SUBMITTAL**

Meeting Date: October 22, 2020

To: FPREP Committee Members

Budgeted: Yes

Budgeted Amount: \$39,590

From: Marina D. West

General Counsel Approval: N/A

CEQA Compliance: N/A

**Subject: Status Report: Water Rate and Capacity Fee (Connection Fee) Study by NBS
Government Finance Group**

SUMMARY

In April the Board approved a professional services agreement with NBS Government Finance Group to conduct a water rate and water capacity fee study. The study has three key objectives: develop a sustainable financial plan; develop new rate structure alternatives and update water capacity fees (new meter “buy-in” charge).

The project team members from NBS Government Financial Group will be presenting current findings of the study to seek feedback from Committee members, staff and the public before finalizing its report to the full Board.

RECOMMENDATION

That the Committee provide feedback to staff and consultant on the progress of the Water Rate and Capacity Fee Study.

BACKGROUND/ANALYSIS

Increases to monthly basic service charges or water consumption charges are governed by a procedure outlined in the California Constitution (Article XIII C and D) and under the noticing guidelines of Proposition 218. A rate increase can only be approved for a maximum five-year period. In April 2016 the Board conducted a public hearing on a proposed four-year rate increase in accordance with those procedures. The proposed four-year increase in basic service charges and water consumption charges was based on a financial analysis completed by staff utilizing a template created for this purpose and provided by the California Rural Water Association.

The fiscal year 2019/20 budget included the application of the fourth, and final, year of the rate increase approved in 2016.

In April 2020 the Board selected NBS Government Finance Group to conduct a rate and capacity (buy-in) fee study. While staff could have completed a study in-house, it was thought that using an outside firm would add legitimacy to the process, allow staff to assess the accuracy and usefulness of its own model used in 2016 and the study will provide the Agency with a long-term financial planning tool. This

financial plan will incorporate all of the Agency's financial obligations including operating, maintenance and capital improvement costs and well as contributions to reserve funds.

The study will address the basic monthly service charge and water consumption charges to support the long-term financial plan. While the meter size will dictate the monthly service charge water consumption charges are based on total usage. Therefore, NBS has also taken a much closer look at customer "classes" served noting different usage patterns between our residential, commercial and new agricultural customers. Due to the fact that some customer classes are utilizing a much larger volume of water than a typical residential customer staff and the Board have come to realize consumption tiers may be warranted. Therefore, this rate study does consider consumption tiers to address the high usage customers and draw revenue that can be utilized to purchase water for recharge back to the basin and the Agency's groundwater storage account. The consumption tiers are based on the concept that the Agency does have a defined production allowance and that each customer should be allocated an equal share. Above that quantity, a tier is imposed to help fund the replacement of usage above the annual individual allocation. NBS will share with the Committee the various rate strategies that would support the long-term financial plan and the high users.

The third component of the study addresses the capacity fee or Basic Facilities Charge for acquisition of a new meter connection. In 2018, this fee was adjusted based on the 2007 Water Master Plan developed by Don Howard Engineers. Thereafter, the fee was adjusted by the Consumer Price Index. The last adjustment was approved by the Board on July 14, 2020 and the capacity charge is now \$4,930. NBS will be developing a fee based on the value of existing assets that are available to serve new customer and a system development component that will reflect the cost of new capital infrastructure needed to service new customers. NBS will provide the Committee an update on the progress of the Capacity Fee calculation and methodology used.

PRIOR RELEVANT BOARD ACTION(S)

4/28/2020 Motion No. 20-035 Motion made to authorize the General Manager to enter into a Professional Services Agreement with NBS Financial Group to conduct a focused rate and fee study for the Agency at a maximum cost of \$39,590.

7/14/2020 M20-051

7/26/2016 Motion No. M16-034 Adoption of Resolution No. 16R-09 – Adjusting the Basic Service Charge and Water Consumption Charges thru Prop. 218 process.

10/28/2008 Resolution No. 08R-10 Modifying Basic Facilities Charge and Service-line Installation Charge.

Item # 2

Review Q3 Investment Report, Possible Banking Strategies and Develop a Recommendation for a Revised Resolution Establishing Financial Reserves and Funding Goals for Reserve “Sub-Accounts”

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
FINANCE/PUBLIC RELATIONS/EDUCATION/PERSONNEL
AGENDA ITEM SUBMITTAL**

Meeting Date: October 22, 2020

To: FPREP Committee Members

Budgeted: N/A

Budgeted Amount: N/A

From: Marina D. West

General Counsel Approval: N/A

CEQA Compliance: N/A

Subject: Review Q3 Investment Report, Possible Banking Strategies and Develop a Recommendation for a Revised Resolution Establishing Financial Reserves and Funding Goals for Reserve “Sub-Accounts”

SUMMARY

The current Resolution No. 16R-11 is outdated. Staff will review with the Committee the cash balance distribution for the 3rd quarter 2020 and draft Resolution No. 20R-XX with recommended levels of cash reserves for each type of “sub-account”.

Staff is seeking Committee feedback on the recommended funding levels for the sub-accounts prior to bringing the draft resolution to the full Board for consideration of adoption.

Furthermore, staff will also discuss potential investment strategies that could earn additional interest without disrupting the earnings credits currently used to pay applicable vendor invoices.

RECOMMENDATION

That the Committee provide feedback to staff on the draft financial reserve policy and funding goals for each type of sub-accounts. Also, that the Committee review and discuss potential banking strategies.

BACKGROUND/ANALYSIS

Attached to this staff report is the cash balance distribution report for the 3rd quarter 2020. Also attached is the draft Resolution No. 20R-XX establishing financial reserves and sub-account funding goals. Based on the cash distribution report, which is based on the sub-accounts outlined in the 2016 policy, an update is warranted.

The draft resolution removes the “bond debt service fund” sub-account because all debt has been paid off. Staff is also recommending an increase to the “emergency contingency fund” from \$200,000 to \$500,000. Several new subaccounts should be added to the policy for PARS 115 Trust, ID M future debt service payment (estimated) and the tax liability owed to the County of San Bernardino.

The PARS 115 Trust funding goal should be \$700,000 per the Board's action on funding strategy while the ID M Debt and the tax liability owed to the County of San Bernardino are \$62,814 and \$117,435 respectfully.

Staff will also discuss with the Committee possible investments that could secure additional interest earnings while maintaining the same level of earnings credits in the regular checking account.

PRIOR RELEVANT BOARD ACTION(S)

4/28/2020 Motion No. 20-029 Resolution No. 20R-09 Adoption of the Public Agencies Pension Rate Stabilization Program (PRSP) and Approve PRSP Investment Strategy Increasing the Current Fiscal Year Budget by \$50,000 for Initial Funding of Program and Authorize Execution of Agreement for Administrative Services with Public Agency Retirement Trust (PARS) to Enroll in Section 115 Pension Rate Stabilization Program (PRSP). The investment level is "Moderately Conservative". Approve Pension Rate Stabilization investment strategy of \$100,000 per year maximum with a \$700,000 total balance goal and fiscal year budget adjustment of \$50,000 in first year funding; and Authorize General Manager to execute the Agreement for Administrative Services with Public Agency Retirement Trust (PARS) to enroll in Section 115 Pension Rate Stabilization Program.

8/23/2016 Motion No. M16-038 Adoption of Resolution No. 16R-11 a Policy Establishing Criteria for Financial Reserves.

BIGHORN-DESERT VIEW WATER AGENCY

To: BOARD OF DIRECTORS
 From: GENERAL MANAGER
 September 30, 2020 Q3 - corrected 10/15/2020



CASH BALANCE DISTRIBUTION

LOCAL AGENCY INVESTMENT FUND; PACIFIC WESTERN BANK and/or PARS 115 INVESTMENT TRUST

GL ACCOUNT NO.

1	01-00-133030	LAIF CASH ACCOUNT BALANCE	\$	533,496
	01-00-131250	PACIFIC WESTERN BANK	\$	2,850,982
2	01-00-132000	PARS 115 TRUST	\$	152,006
		TOTAL CASH	\$	3,536,484

CASH BALANCE DISTRIBUTION - exact

		UNENCUMBERED CASH LAIF & PACIFIC WESTERN BANK	\$	1,940,771
	01-00-226000	CUSTOMER DEPOSITS	\$	118,518
	Fund Goal	EMERGENCY CONTINGENCY FUND	\$	200,000
3	Fund Goal	REPLACEMENT / REFURBISHMENT FUND-FY20/21	\$	300,000
	Budgetted	ENCUMBERED FOR PROJECTS-FY20/21 CIP	\$	403,000
		BOND DEBT SERVICE FUND	\$	-
	01-00-310005	ID GM RESTRICTED FUND	\$	293,946
4	01-10-561938	PARS 115 TRUST - Budget Amt. \$100,000	\$	100,000
	01-00-211030	ID M Debt Restricted for possible FY2021/22 payoff	\$	62,814
	01-00- 211020	TAX LIABILITY - CoSanBernardino Overpayment	\$	117,435
		TOTAL CASH	\$	3,536,484

Date Printed: 10/15/2020

O://OPEN SHARE/BANK and LAIF/LAIF PWB CASH BALANCES

FOOTNOTES

- Statement does not reflect Q3 LAIF Interest Paid 10/15/2020
- Budgetted PARS deposit for FY2020/21 was sent to PARS September statement. Balance does not reflect September interest (statement due 9/15/2020). Funds can be used to pay any CalPERS expense
- Replacement/Refurbishment Fund was a fund goal established by Resolution 16R-11 for unexpected equipment failures not projected in current year CIP Budget.
- County overpaid BDVWA \$130,183.35 in Unitary Tax Allocations over a ten year period. CoSB approved a 5-year payback plan which began in FY2019/20.

RESOLUTION NO. 20R-XX

**A POLICY OF THE BOARD OF DIRECTORS OF
THE BIGHORN-DESERT VIEW WATER AGENCY
ESTABLISHING CRITERIA FOR AGENCY FINANCIAL RESERVES**

WHEREAS, the Board of Directors of the Bighorn-Desert View Water Agency, acting as the elected legislative body of the Agency, so far as practical, shall fix such rate or rates for water in the Agency.

WHEREAS, in each improvement district, provide for repairs and depreciation of all works, provide a reasonable surplus for improvements, extension, and enlargements, pay the interest on any bonded debt, and provide a sinking or other fund for the payment of the principal of such debt as it may become due, pursuant to California State Water Code Appendix, Section 112-25.

WHEREAS, in order to fulfill the fiduciary responsibilities of the Agency, the financial reserve account shall be established, maintained and updated periodically.

NOW THEREFORE, BE IT RESOLVED that, it shall be the Policy of the Agency to manage financial reserves according to the following criteria.

Financial reserves consist of the funds retained in the Agency's account with the Local Agency Investment Fund (LAIF), Pacific Western Bank, PARS or other authorized financial institution.

The Local Agency Investment Fund or other financial reserve accounts shall consist of the following sub-accounts:

Account No. 01-00-133030 - LAIF Cash Account; **and/or**
Account No. 01-00-131250 - Pacific Western Bank Cash Account; and/or
Account No. 01-00-132000 - Public Agency Retirement Services (PARS) Post Employment Benefit Trust/ IRS 115 Trust

Sub-Accounts to LAIF and/or Pacific Western Bank

1. Customer Deposits
2. Emergency Contingencies
3. Replacement & Refurbishment
4. Encumbered for Projects
5. Bond Debt Service Fund
6. ID GM Restricted Reserve Fund
7. PARS IRS 115 Trust Fund

Authorization for use of funds within the financial reserve sub-accounts shall be as follows:

1. Current Customer Deposits: The balance in this fund represents the approximate balance of customer deposits held by the Agency and refunded per the current Rules and Regulations for Water Service.
2. Emergency Contingencies Fund: Expenditures from this fund shall be authorized by the Board of Directors upon presentation of evidence that unencumbered cash is not available to meet an immediate need such as water system repairs or in response to an unforeseen circumstance (e.g. water quality issue or natural disaster).
3. Replacement & Refurbishment Fund: Expenditures from this fund shall be authorized by the Board of Directors upon presentation of project costs not contemplated in the annual Operating Budget (e.g. well pump replacement or refurbishment, well rehabilitation, reservoir rehabilitation, etc.).
4. Encumbered Funds for Approved Projects: As the Board of Directors authorizes expenditures from another reserve account the specified account will be reduced and the Encumbered Funds account will be increased to show that the funds have been appropriately “set aside” for payment of invoices as the authorized work proceeds.
5. Bond Debt Service Fund: Represents the difference between the total cash reserves and the balances in the identified funds.
6. ID GM Restricted Reserve Fund: Represents the balance remaining of cash transferred from CSA 70/W-1 (Landers) that is to be held for the benefit of the ratepayers and property owners with the dissolved district. This fund is also “restricted” for use on “Capital Replacement and Capital Expansion” per San Bernardino Local Agency Formation Commission (LAFCO) Resolution No. 3197 dated March 26, 2015.
7. Public Agency Retirement Services (PARS) Post-Employment Benefit Trust/ IRS 115 Trust: The Board of Directors authorized enrollment in the PARS 115 Trust to offset unfunded pension liability in future years. On April 28, 2020 the Board directed as follows:
 - a. Annually invest no more than \$100,000.
 - b. Invest to achieve a total balance not to exceed \$700,000.
 - c. Invest in no more than “Moderately Conservative” approach keeping in mind that any earnings greater than LAIF is the goal.
 - d. Maintain the balance in the PARS 115 trust for a minimum of 5 years prior to any disbursements.
 - e. After 5 years begin drawing off money to offset general fund expenses to CalPERS UAL or CalPERS payroll liabilities.
8. ID M Debt Reserve: During Fiscal Year 2019/20, the Agency was notified by Mojave Water Agency (MWA) that it maintained sufficient debt service reserves and further tax apportionments would be terminated on real property in the Improvement District Morongo (ID M). MWA projected the final debt service payment for each ID M participant based on the percentage share of the pipeline that may be required to be paid in May 2022. The Agency’s calculated share, \$62,814 has been recorded as a liability to the Agency (See Notes to the Audited Financial Statement June 30, 2020 for additional information).

9. **Tax Liability – County of San Bernardino:** Represents the amount of remaining debt service share for the Morongo Basin Pipeline ID M Debt carried by Mojave Water Agency. This was a result of overpayment of Unitary Tax Allocations to the Agency for a 10-year period prior to 2018. The County agreed to provide the Agency a 5-year payment scheduled beginning in Fiscal Year 2019/20. The future payments will be accounted for in the tax allocations rather than through direct payment to the County Tax Collector (See Notes to the Audited Financial Statement June 30, 2020 for additional information).

Fund Goals: The Board of Directors hereby establishes “fund goals”, which should be reviewed periodically to maintain effectiveness, for the following reserve account funds:

- Emergency Contingencies Fund Minimum **Goal: \$500,000**
- Replacement & Refurbishment Fund Minimum Goal: \$300,000
- Bond Debt Service Fund Goal: \$0 (All Agency bond debt has been fully redeemed)

BE IT FURTHER RESOLVED by the Board of Directors of the Bighorn-Desert View Water Agency adopts this Resolution 20R-XX Establishing Criteria for Agency Financial Reserves; and

BE IT FURTHER RESOLVED that Resolution No. 16R-11 is hereby rescinded and of no further force and effect.

PASSED, APPROVED, AND ADOPTED by the Board of Directors to Bighorn-Desert View Water Agency this XX day of XX 2020.

BY:

Judy Corl-Lorono, Board President

ATTEST:

By _____
J. Larry Coulombe, Board Secretary

Official Seal

Item # 3

Finance/Personnel Committee Discussion
with General Manager Regarding General
Manager Request for Contract Renewal
Including Terms of Employment,
Compensation and Other Benefit Provisions

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
FINANCE/PUBLIC RELATIONS/EDUCATION/PERSONNEL
AGENDA ITEM SUBMITTAL**

Meeting Date: October 22, 2020

To: FPREP Committee Members

Budgeted: Yes

Budgeted Amount: Current Salary is
\$158,580/Year

From: Marina D. West

General Counsel Approval: TBD

CEQA Compliance: N/A

Subject: Finance/Personnel Committee Discussion with General Manager Regarding General Manager Request for Contract Renewal Including Terms of Employment, Compensation and Other Benefit Provisions

SUMMARY

The current Employment Agreement with General Manager West expires July 2021 however, the contract was approved by the Board in April 2017 so that salary adjustments could be included in the Fiscal Year 2017/18 Operating Budget effective July 1, 2017.

General Manager West has requested that the Finance/Personnel Committee begin negotiations now so that an agreement can be presented to the full Board for their consideration ahead of the Fiscal Year 2020/21 budget processes.

RECOMMENDATION

That the Committee discuss the General Manager's Employment Contract provisions including terms of employment, compensation and other benefit provisions.

BACKGROUND/ANALYSIS

General Manager West was hired on April 8, 2008. Since that time, the Employment Agreement has been renegotiated or amended to the current version which expires July 2021.

For discussion purposes, below is the history of the General Manager's approved compensation and other benefit provisions.

Original Employment Agreement 4/8/2008		
salary	\$100,000	effectively 36 hr/week contract
	\$3000/yr Education	
	\$6000/yr Car	\$ 109,000 total
	80 hrs. admin + 80 hrs. wk (320 hr. max)	
2011 New Contract 5/31/2011		
base salary	\$ 106,000.00	effectively 36 hr/week contract
	\$6000/yr car	
	\$4000/education	\$ 116,000
	Plus COLA	
2012 COLA 3.60%		
	\$ 113,960.00	drops Education/Hours to 40 per week
	\$6000/yr car	
2013 Amendment No. 1 4/25/2017 eff 7/1/2017		
base salary	135000	
	plus COLAs	\$ 141,000
	\$6000/yr car	
2014 COLA 1.5%		
	\$ 137,025	
	\$6000/yr car	\$ 143,025
2015 COLA 1.7% Offered, not accepted		
	\$ 137,025	
	\$6000/yr car	\$ 143,025
2016 0% to GM		
	\$ 137,025	
	\$6000/yr car	\$ 143,025
2017 3% offered on January 24,2017, not accepted		
	\$ 137,025	
	\$6000/yr car	\$ 143,025
2017 Contract Amendment No 2 6/17/2017 - COLA not automatic		
	\$ 150,000	
	\$0 car allowance	\$ 150,000
2018 COLA 2% granted by BOD		
	\$ 153,010	

		\$ 153,000
2019 COLA 2% granted by BOD		
	\$ 156,070	
5/29/2019 Contract Amendment No. 3 clarifies the BOD can approve COLA for GM		
		\$ 156,070
2020 COLA 1.6% granted by BOD		
Current salary	\$ 158,558	\$ 158,558

The General Manager is asking the Finance Committee, acting as the Personnel Committee to the Board, to negotiate a contract amendment which would extend the terms of employment and include compensation and other benefit provisions. Thereafter, the full Board would be presented the draft Employment Contract for review and consideration for adoption.

Attached is the current contract with applicable amendments. The prior relevant Board actions summarizes the history on the Employment Contract.

PRIOR RELEVANT BOARD ACTION(S)

05/28/2019 Motion No. M19-025 Authorizing execution of Amendment No. 3 to the General Manager's Employment Contract by modifying Section 3.0 concerning Board approved Cost-of-Living Adjustments.

04/25/2017 Motion No. M17-021 Authorize execution of the Bighorn-Desert View Water Agency Employment Agreement Amendment No. 2 (which includes compensation) with Marina D. West, P.G. for the position of General Manager.

05/28/2013 Motion No. M13-036 Amendment No. 1 to General Manager Employment Agreement dated 5/31/2011 to extend General Manager contract 2 years from June 2016 to June 2018.

05/28/2013 Motion No. M13-035 Amendment No. 1 to General Manager Employment Agreement dated 5/31/2011 to increase General Manager salary to 135k beginning July 1, 2013.

05/31/2011 Motion No. M11-025 Approving of and authorize execution of the Bighorn-Desert View Water Agency Employment Agreement (which includes compensation) with Marina D. West, P.G. for the position of General Manager.

04/08/2008 Approve Employment Agreement with Marina D. West, PG, for the position of General Manager of the Bighorn-Desert View Water Agency.



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the position of
GENERAL MANAGER
AMENDMENT NO. 3**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Board of Directors through Motion No. 13-035 and Motion No. 13-036 amended the Agreement and thereafter Amendment No. 1 was executed on June 6, 2013; and

WHEREAS, on February 28, 2017, the Board of Directors through Motion No. 17-008 voted to amend the 2011 Agreement with Amendment No. 2.


WHEREAS, on May 28, 2019, the Board of Directors through Motion No. 19-025 voted to amend the 2011 Agreement with his Amendment No. 3.

NOW, THEREFORE, in consideration of mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

3.0 COMPENSATION.

Section 3.0 of Amendment No. 2 is hereby amended and revised only to the effect that any Cost-of-Living Adjustments for the General Manager may be approved, if at all, from time-to-time by the Board of Directors without further amendments to the 2011 Agreement.

BIGHORN-DESERT VIEW WATER AGENCY

By: 
Name: Michael McBride
Board President

5/29/2019
Date

Maui
Marina D. West, P.G.

5/29/2019
Date

ATTEST:

By: John R. Burkhardt

5/29/2019
Date

Name: John R. Burkhardt
Board Secretary

APPROVED AS TO FORM

[Signature]
David Wysocki
Legal Counsel



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the position of
GENERAL MANAGER
AMENDMENT NO. 2**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Board of Directors through Motion No. 13-035 and Motion No. 13-036 amended the Agreement and thereafter Amendment No. 1 was executed on June 6, 2013; and

WHEREAS, on February 28, 2017, the Board of Directors through Motion No. 17-008 to amend the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

2.0 TERMS OF EMPLOYMENT.

Subject to the earlier termination as provided by the (original) Agreement, General Manager shall be employed by Agency for a term of 4 years, beginning on the 1st day of July 2017 and ending the 1st day of July 2021.

Provided that, if Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) the Agreement is replaced by a new Agreement, or (iii) the Agency and General Manager agree to continue the terms on this Agreement.

3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Fifty Thousand Dollars (\$150,000), payable bi-weekly in accordance with the Agency's standard payroll procedures beginning on July 8, 2017 (first day of payroll cycle following July 1, 2017).

The General Manager will not be entitled to automatic Cost-of-Living Adjustments (COLA) that may be received by other Agency employees, in any fiscal year.

Additionally, the Board of Directors may give the General Manager compensation increases. Any compensation increases shall be approved by the Board and documented by addendum or amendment to this agreement signed by both parties.

6.0 AUTOMOBILE.

The Agency shall provide General Manager with an automobile allowance of \$0 per month.

BIGHORN-DESERT VIEW WATER AGENCY

By: Michael H. McBride

6-18-2017

Date

Name: Michael H. McBride
Board President

Marina D. West
Marina D. West, P.G.

6-15-2017

Date

ATTEST:

By: Judy Corl-Lorono

6-15-2017

Name: JUDY CORL-LORONO
Board Secretary

APPROVED AS TO FORM

David Wysocki

David Wysocki
Legal Counsel

BoD Action 4/25/17
effective 7/1/2017



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
for the Position of
GENERAL MANAGER
AMENDMENT NO. 1**

RECITALS

WHEREAS, an EMPLOYMENT AGREEMENT ("Agreement") was entered into on 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

WHEREAS, on May 28, 2013, the Board of Directors through Motion No. 13-035 and Motion No. 13-036 amended the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

2.0 TERM OF EMPLOYMENT.

Subject to the earlier termination as provided by the (original) Agreement, General Manager shall be employed by Agency for a term of 5 years, beginning the 1st day of May 2013 and ending the 1st day of June 2018.

Provided that, if Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) the Agreement is replaced by a new agreement, or (iii) the Agency and General Manager agree to continue the terms on this Agreement.

3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Thirty-Five Thousand Dollars (\$135,000), payable bi-weekly in accordance with the Agency's standard payroll procedures beginning on July 1, 2013.


In addition to the General Manager's base salary, in any fiscal year, if other Agency employees receive a cost of living ("COLA") increase, then the General Manager shall receive such COLA increase to her base salary.

Additionally, the Board of Directors may give the General Manager compensation increases. Any compensation increase shall be approved by the Board and documented by an addendum or amendment to this agreement signed by both parties.

BIGHORN-DESERT VIEW WATER AGENCY



Michael McBride, Board President

6-6-13
Date



Marina D. West, P.G.

6-6-13
Date

ATTEST:


David Larson
Board Secretary

APPROVED AS TO FORM


Joseph Aklufi
Legal Counsel



**BIGHORN-DESERT VIEW WATER AGENCY
EMPLOYMENT AGREEMENT
For the Position of
GENERAL MANAGER**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 31st day of May, 2011, by and between BIGHORN-DESERT VIEW WATER AGENCY ("Agency"), a public agency formed pursuant to the Bighorn-Desert View Water Agency Law, Chapter 112 of the Appendix to the California Water Code, and MARINA D. WEST, P.G. ("Employee" or "General Manager"), an individual.

RECITALS

WHEREAS, is the desire of the Board of Directors of the Bighorn-Desert View Water Agency ("Board of Directors") to employ an individual to serve in the position of General Manager for the Agency, which position is prescribed by state law and the Agency's enabling statute; and

WHEREAS, it is the desire of the Board of Directors to (i) secure and retain the services of Employee, (ii) have Employee perform all of the regular functions of the General Manager pursuant to the statutes and regulations of the Agency, (iii) to provide inducement to Employee to maintain such employment, and (iv) to establish the terms and conditions of Employee's services to the Agency through this Agreement; and

WHEREAS, Employee has been employed in this capacity since April 21, 2008 and has demonstrated the skills and expertise to fulfill such position, and Employee and Agency both desire to continue employment relationship for an additional term of with the Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, Agency and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES.

1.1 Duties & Obligations of General Manager. Agency hereby employs Employee as General Manager of the Agency and hereby designates General Manager as the person who shall direct the Agency activities in connection with the development, production, treatment, storage, transmission and distribution of water for potable water uses, bulk water services and fire protection, including operations, maintenance and management in accordance with the directions and policies established by the Board of Directors, as those directions are assigned and as those policies may be amended or otherwise modified from time to time, and shall do and perform all other services, acts, or things necessary or advisable to manage and conduct the business of the Agency consistent with General Manager's best professional judgment and as directed by the Board of Directors, including the approval of all checks but not including the execution of checks, and

engaging in other necessary transactions involving Agency funds. General Manager hereby accepts such employment.

1.2 Obligation of the Board of Directors. The Board of Directors shall direct the Agency only through General Manager. Neither the Board of Directors nor any individual Agency Director shall give orders or instructions to any subordinates of the General Manager except for the purpose of inquiry. General Manager shall take orders and instructions from the Board of Directors only after the Board of Directors have acted in a duly convened meeting of the Agency and General Manager shall take orders from an individual Agency Director only if the Board has lawfully delegated its authority to give orders and instructions on that particular topic to that particular Director, or at the General Manager's discretion where the General Manager believes the direction is consistent with Board policy. Notwithstanding the foregoing, the General Manager remains under the direction of the Board and in the event of any questions concerning the Board's general direction, the matter may be placed on a Board agenda.

1.3 Work Schedule. During employment with the Agency, General Manager shall devote her full productive time and best efforts to performing the General Manager's duties as may be necessary to fulfill the requirements of her position. The Agency expects that the performance of the duties of the General Manager should require at least forty (40) hours per week, of which up to four (4) hours per week may be allocated to educational purposes. This four (4) hour per week allocation for educational purposes will expire upon successful completion of General Manager's pending course work seeking the degree of Master of Arts of Public Administration ("MPA").

General Manager acknowledges that proper performance of the duties of the General Manager will often require the performance of necessary services outside of normal business hours. However, the Agency intends that reasonable time off be permitted to General Manager, such as is customary for exempt employees, so long as the time off does not interfere with normal business. General Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked and General Manager shall not be entitled to any compensation for overtime.

1.4 Agency Documents. All data, studies, reports, and other documents prepared by General Manager while performing her duties during the term of this Agreement shall be furnished to and become the property of the Agency, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to General Manager in connection with the performance of this Agreement shall be held confidential by General Manager to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the Board of Directors, be used by General Manager for any purposes other than the performance of her duties, nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

1.5 FLSA Exempt Status. General Manager agrees that her position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 TERM OF EMPLOYMENT.

Subject to the earlier termination as provided in this Agreement, General Manager shall be employed by Agency for a term of 5 years, beginning the 31st day of May 2011 and ending the 1st day of June 2016.

Provided that, if the Agency and General Manager are in negotiation of arrangements to continue employment of General Manager beyond the termination date, this Agreement shall remain in full force and effect until either (i) said negotiations are terminated by either the Agency or General Manager or (ii) this Agreement is replaced by a new agreement, or (iii) the Agency and General Manager agree to continue the terms of this Agreement.

3.0 COMPENSATION.

The Agency shall pay General Manager an annual base salary of One Hundred Six Thousand Dollars (\$106,000.00), payable bi-weekly in accordance with the Agency's standard payroll procedures. Upon completion of MPA degree, the \$4,000.00 educational allowance will cease, and the General Manager's base salary shall increase by \$4,000.00; increasing the General Manager's annual base salary to \$110,000.00

In addition to the General Manager's base salary, in any fiscal year, if other Agency employees receive a cost of living ("COLA") increase, then the General Manager shall receive such COLA increase to her base salary.

Additionally, the Board of Directors may give the General Manager compensation increases. Any compensation increase shall be approved by the Board and documented by an addendum or amendment to this agreement signed by both parties.

4.0 BENEFITS.

Except as provided herein, the Agency shall provide for General Manager the same benefits (including, but not limited to, retirement, medical, dental plans and other benefits) which the Agency provides other Agency employees and upon the same terms and conditions as to which apply to other employees or officers of the Agency, which fringe benefits are not included in the base salary. Fringe benefits are implemented immediately and as described in the Employee Handbook.

General Manager shall be entitled to a term life insurance policy (including all of the other amenities associated with the policy) two (2) times her annual salary or the limit imposed by the provider, but not to be lower than \$200,000. The term life insurance policy will be implemented within 3 months of approving this agreement.

In addition to the foregoing fringe benefits, General Manager shall be entitled to a maximum of \$4,000 per year for educational reimbursement, paid in accordance with the terms of the Employee Handbook. This \$4,000 annual educational reimbursement

automatically transfers to the General Manager's base annual salary upon successful completion of General Manager's pending course work seeking the MPA degree as set forth in Section 3.0. General Manager shall be entitled to reimbursement for reasonable or necessary educational or business expenses incurred in furtherance of the Agency's business as set forth in Section 7.0 of this Agreement and the Employee Handbook.

5.0 VACATION, HOLIDAYS, SICK LEAVE AND ADMINISTRATIVE LEAVE.

General Manager shall accrue and take vacation days, holidays and sick leave in accordance with the Employee Handbook, except, General Manager shall be entitled to an additional two (2) weeks vacation time per year and eighty (80) hours of administrative leave per year, with all policies and caps on accruals applying as set forth in the Employee Handbook, except, the "Maximum Allowed Unused Balance" of vacation hours shall be 320 hours.

6.0 AUTOMOBILE.

The Agency shall provide General Manager with an automobile allowance of \$500 per month. On all vehicles owned by General Manager which she intends to use for Agency business, General Manager shall maintain automobile insurance in an amount not less than \$100,000 per person and \$300,000 per incident, which insurance shall name the Agency as an additional insured.

Notwithstanding General Manager's automobile allowance, the Agency and General Manager acknowledge that on a limited basis, it will be necessary for General Manager, from time to time as she deems reasonably appropriate, to utilize a four-wheel drive or other Agency-owned pool vehicle for various purposes including to access areas of the Agency or the surrounding communities in furtherance of Agency business; to transport Agency employees, members of the Board of Directors, consultants, agents, and others; to access areas of the Agency or the surrounding communities and counties; for similar special circumstances, all to conduct Agency business, and use of such vehicle shall not affect General Manager's automobile allowance.

7.0 BUSINESS EXPENSES.

All business expenses reasonably incurred by General Manager in conducting Agency business, including expenditures for entertainment, travel, or otherwise, are to be paid for, insofar as possible, by the use of credit cards which may be furnished to General Manager in the name of the Agency. The Agency shall promptly reimburse General Manager for all other reasonable business expenses incurred by General Manager in conjunction with Agency business. Each such expenditure, however, shall be reimbursable only if General Manager furnishes to the Agency in a timely manner adequate records and other documentary evidence required by federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of such expenditures.

8.0 CONDITIONS FOR TERMINATION OF AGREEMENT.

8.1 Death or Incapacity of General Manager. This Agreement shall terminate on the death or disability of General Manager as set forth herein section 9.

8.2 By General Manager. This Agreement may be terminated by General Manager at any time, without cause, upon no less than sixty (60) days prior written notice to Agency. General Manager shall be entitled to compensation and benefits to the effective date of termination, but shall not be entitled to any additional compensation or benefits thereafter.

8.3 By Agency With Cause. The Agency may by majority vote of the membership of the Board of Directors terminate this agreement for cause at any time. For the purposes of this agreement, "cause" for termination shall be defined as: (1) failure to follow the clear direction of the Board of Directors given in a duly noticed meeting and/or flagrant or repeated neglect of duties, after General Manager has been notified in writing of such failure to follow and/or neglect and provided thirty (30) days to correct the deficiencies; (2) willful misappropriation of public property; (3) willful and substantial violation of law related to the performance of the General Manager's duties; or (4) willful falsification of a relevant official statement or document.

8.4 Notice of such proposed discharge by the Agency for cause shall be given in writing to General Manager along with a detailed statement of charges and copies of the materials upon which the proposed action is based. General Manager shall be entitled to a hearing before the Board of Director's at least two (2) weeks from the date of receipt of written notice of the proposed discharge, however, such a hearing shall not be held on weekends or federal or state holidays. Reasonable time shall be permitted for General Manager to prepare for the hearing. General Manager hereby elects for such hearing, should a hearing become necessary under this provision, to be conducted in closed session, unless specifically prohibited by state law or a public hearing is requested by General Manager. Any decision by the Agency shall be in writing and shall be served upon General Manager.

If the Agency terminates General Manager with cause as set forth in this provision, the Agency shall not be required to make the severance payment provided for in this Agreement, but must provide termination benefits as set forth in the Employee Handbook.

8.5 By Agency Not For Cause. The Agency may by majority vote of the membership of the Board of Directors terminate General Manager's employment at any time without cause immediately upon written notice to General Manager and payment to General Manager, in addition to any other amounts that may therein be due pursuant to this Agreement and Agency policies including those set forth in the Employee Handbook, the following amount: (i) if the remaining term of employment of General Manager under this Agreement is six months or less, a lump sum payment in an amount equal to one twelfth of her then-current annual base salary times the number of months in the remaining term of this Agreement; or (ii) if the remaining term of employment of General Manager under this Agreement is more than six months, a monthly payment of one-

twelfth of her then-current annual base salary, paid until General Manager secures and commences other full-time employment or the expiration of her term of employment, whichever occurs first, but in no case more than the remaining term of the Agreement or eighteen (18) months, whichever is less.

8.6 Termination Without Cause in the 180 Days Following an Election. Following an election of the Board of Directors regardless of whether new Directors are elected to represent the Agency, or when a new Board member is appointed, the Board may not terminate this Agreement except for cause for the 180 days following such election.

9.0 DISABILITY.

In the event General Manager becomes unable to perform her duties by reason of physical or mental illness or disability, General Manager shall be entitled to her full compensation for the period of four (4) months from and after the beginning of such disability and if, at the end of the four (4) months she is unable to resume and effectively discharge her duties hereunder, then and in such event, the Agency may terminate this Agreement, subject to applicable law and in accordance with the terms of the Employee Handbook.

10.0 AGENCY'S DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.

Recognizing that General Manager is entitled to perform her duties without fear of suit, and as a public employee is entitled to indemnification rights in accordance with Government Code Section 825. The Agency agrees to defend, indemnify and hold General Manager harmless against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of General Manager's employment or resulting from the exercise of judgment or discretion in connection with the course and scope of said duties or responsibilities, except as otherwise set forth herein. The Agency agrees to pay all reasonable litigation expenses of General Manager throughout the pendency of any litigation resulting from any such claim, action, suit or proceeding, actual or threatened, arising out of or continuing beyond General Manager's service to the Agency and shall extend until final determination of the legal action, including appeals. As a condition of the defense, General Manager shall reasonably cooperate in good faith in defense of the claim or action.

In this regard, the Agency shall indemnify General Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings, including attorneys' fees and any other liabilities incurred by, imposed upon, or suffered by General Manager in connection with the performance of her duties. Any settlement of any claim must be made with the prior approval of the Agency in order for indemnification, as provided in this Section to be available. Notwithstanding the above, the Agency shall only indemnify General Manager for punitive or exemplary damages as authorized in Government Code Section 825, or its successor.

This section shall not apply to any intentional tort or crime committed by General Manager, to any action resulting from fraud, corruption or malice of General Manager, to

any action outside the course and scope of the services provided by General Manager under this Agreement, or any other intentional or malicious conduct or gross negligence of General Manager, and Agency hereby reserves its right to invoke this provision to terminate its duty to defend and indemnify General Manager if in the course of defending General Manager the Agency learns that General Manager acted with corruption, fraud or malice. The Agency may make this indemnity obligation conditional upon General Manager entering into a reservation of rights agreement. Further, this provision shall not apply to defense of criminal actions or proceedings unless the Agency finds: (i) the criminal action(s) or proceeding(s) brought on account of an act or omission in the scope of General Manager's employment as an employee of the Agency; and (ii) the Board of Directors determines that such defense would be in the best interests of the Agency and that General Manager acted, or failed to act, in good faith, without actual malice and in the apparent interests of the Agency as required by Government Code Section 995.8, or its successor.

11.0 ANNUAL REVIEW.

The Board of Directors shall conduct an annual evaluation of General Manager's performance, either by the full Board of Directors or by a committee thereof, at the first regularly scheduled meeting of the Board of Directors in April of each year that this Agreement is in effect. At a minimum, said evaluation shall consist of an oral conference with General Manager to review her performance in accordance with applicable law and requirements. Every year the Board of Directors and General Manager will, as part of the annual review process, set goals and objectives for the ensuing year.

12.0 GENERAL PROVISIONS.

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Agency and General Manager and supersedes all prior oral or written agreements of any kind. No amendments to this Agreement may be made except by a writing signed by both the Agency and General Manager.

12.2 Governing Law. The validity and interpretation, performance and effect of this Agreement shall be construed in accordance with the laws of the State of California.

12.3 Notice. Any notice or communication required or permitted to be given under this Agreement shall be effective when deposited, postage prepaid, with the United States Mail. Any notice to the Agency shall be addressed as follows:

Bighorn-Desert View Water Agency
622 South Jemez Trail
Yucca Valley, CA 92284-1440

Notice to General Manager shall be addressed to General Manager at her last known address as reflected in the Agency's records.

12.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

12.5 Effect of Waiver. The failure of either the Agency or General Manager to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or time be deemed a waiver or relinquishment of that right or power for all or any other times.

12.6 Enforceability. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, cost, and necessary disbursement in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

12.7 Conflicts Prohibited. During the term of this Agreement, General Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of General Manager's duties under this Agreement. General Manager shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on General Manager to seek legal advice concerning whether such conflict exists and General Manager's obligations arising therefrom. General Counsel of the Agency shall be available to consult with General Manager concerning the foregoing.

12.8 Affirmation and Ratification of Agreement. The Agency and General Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under this Agreement, and both the Agency and General Manager represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation. The Agency and General Manager further ratify and reaffirm all prior actions of the Board of Directors' approving an increase in General Manager's base salary by 6% bringing her base salary up to \$106,000.00, increase administrative leave by 40 hours, increase vacation time by one (1) additional week, and increase educational reimbursement by an additional \$1,000.00, all of which are incorporated herein.

12.9 Independent Review. The Agency and General Manager further represent and warrant that each has carefully reviewed this entire Agreement, and that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

12.10 Assignment. Neither this Agreement, nor any right, privilege, nor obligation of General Manager hereunder, shall be assigned or transferred by General Manager without the prior written consent of the Agency. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Agency, be null and void.

This Agreement is executed by the Agency pursuant to an action of its governing body in open session of a duly organized meeting of the Agency's Board of Directors on May 31, 2011, authorizing the same.

BIGHORN-DESERT VIEW WATER AGENCY

Terry Burkhart
Terry Burkhart, Board President

5-31-11
Date

Marina D. West
Marina D. West, P.G.

5-31-11
Date

ATTEST:

Judy Carl-Lorono
Judy Carl-Lorono
Board Secretary

APPROVED AS TO FORM

David J. Aleshire
David J. Aleshire, Interim Legal Counsel

Item # 4

Consent Items

Item a



BIGHORN-DESERT VIEW WATER AGENCY

"To provide a high quality supply of water and reliable service to all customers at a fair and reasonable rate."

Finance/Public Relations/Education and Personnel Standing Committee Meeting Minutes

Committee Members: Director McBride & Director McKenzie

**BOARD MEETING OFFICE
1720 N. CHEROKEE TR.
LANDERS, CALIFORNIA 92284**

**September 16, 2020
Time – 4:00 P.M.**

**PUBLIC AND BOARD WISHING TO PARTICIPATE REMOTELY
TELECONFERENCE LINE THRU ZOOM 669-900-6833**

<https://us02web.zoom.us/j/84515095244?pwd=ZmZRYmdYSVpEaHJUL0RkZlJ6MEFyQT09>

Passcode: 140043

Or Dial:

US: 1-669-900-6833

Webinar ID: 845 1509 5244

Passcode: 140043

Please note that all requirements of the Brown Act requiring the physical presence of the board or staff have been waived per Executive Order N-29-20

CALL TO ORDER

Chairman McBride called the meeting to order at 4:09 pm. Chairman McBride read the introductory statement referring to the Governor’s Executive Order N-25-20.

PLEDGE OF ALLEGIANCE

Led by Marina West

ROLL CALL

Directors Present: Chairman McBride
Director McKenzie

Staff Present: Marina West

Public Present: 0 member(s) of the public indicated they were participating via teleconference.
0 member of the public were present in the meeting room.

APPROVAL OF AGENDA

Chairman McBride and Director McKenzie approved the Agenda as presented.

Discussion and Action Items

1. Review Proposed Changes to Employee Handbook Language Regarding Overtime Rate of Pay During Stand-by and Requirement for Response Time to Return to Work During Stand-by

GM West gave the staff report noting she recently became aware of the issue in a discussion with another water agency that had conducted a legal review of its pay practices. Basically, the Agency is obligated to pay an additional amount for overtime worked while an employee is on standby. The Committee was provided language to consider for inclusion in the next update to the Employee Manual. GM West intends to implement this pay type as soon as changes are made to the payroll software to accommodate the pay type.

GM West also discussed the difficulty with some employees getting back to work within the prescribed 45 minute time frame. GM West recommended a 60-minute timeframe. Director McKenzie wondered about setting a mileage distance rather than a time limit. Ultimately all agreed to modify the requirement to be a 45-minute commute from the Agency boundary not the office.

No Public Comment.

2. Agency Water Rate and Capacity Fee Study Update

GM West reported to the Committee that the rate and capacity fee study is underway. Staff has provided the requested information for input into the financial model. Two meetings have been held to discuss preliminary results and staff has since completed an update of the projections for future capital improvements and high-cost replacement/refurbishment projects (those funded outside the general fund for maintenance and operations). The rate study consultant, NBS, is ready to update the Committee on their progress in the next month. To that end, GM West asked the Committee members if they could attend a special Finance Committee meeting on October 21, 2020.

No Public Comment.

3. Consent Items – The following items are expected to be routine and non-controversial and will be acted on by the Board at one time without discussion, unless a member of the Public or member of the Board requests that the item be held for discussion or further action.

a. FPREP Committee Meeting Minutes July 15, 2020

Recommended Action:

Approve as presented (Items a):

No Public comment.

Committee members approved the minutes as presented.

4. Public Comment Period

No Public comment.

5. Verbal Reports - Including Reports on Courses/Conferences/Meetings.

1. Committee Members' Comments/Reports – No reports from Committee members.
2. General Manager's Report – GM West showed the interest earnings statement from PARS for the month ending July 2020 (first full month in PARS 115 Pension Stabilization Trust).

6. Adjournment - Chairman McBride adjourned the meeting at 4:49 pm.

Approved by:

Michael McBride, Committee Chair

Official Seal