



BIGHORN-DESERT VIEW WATER AGENCY
A PUBLIC AGENCY

**REGULAR MEETING AGENDA
OF THE PLANNING/LEGISLATIVE/ENGINEERING
GRANT & SECURITY COMMITTEE
WITH BOARD OF DIRECTORS***

BOARD MEETING OFFICE
1720 N. Cherokee Trail, Landers, CA 92285
Thursday, April 15, 2010 - 8:45 AM

*The BDVWA Planning / Legislative / Engineering / Grant & Security Committee meeting is announced as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act. Members of the Board not assigned to this Committee who attend will participate only as observers at the meeting.

- **CALL TO ORDER**
- **PLEDGE OF ALLEGIANCE**
- **ROLL CALL**
- **APPROVAL OF THE AGENDA**

PUBLIC PARTICIPATION - Public is invited to comment on any item on the agenda during discussion of that item. You may wish to submit your comments in writing to assure that you are able to express yourself adequately. In giving your public comment, please state your name and have your information prepared. Due to time constraints, a three-minute time limit may be imposed. 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, please contact the Board Secretary during Agency business hours by calling 760-364-2315.

- 1. CONFERENCE CALL WITH MOJAVE WATER AGENCY'S
LEGAL/LEGISLATIVE AND PUBLIC INFORMATION COMMITTEE** - Committee to participate via teleconference for an update on State Advocate and Issues at the State Level and update on Federal Advocate and Issues at the Federal Level.
- 2. PUBLIC PARTICIPATION** - Any person may address the Committee on any matter within the District's jurisdiction on items not appearing on this agenda.
- 3. COMMITTEE TO RECEIVE STATUS REPORT ON GROSS ALPHA AND
URANIUM WATER TEST RESULTS FOR WELLS 2, 3, AND 4 -**

RECOMMENDATION:

- 1) Receive report from staff; and
- 2) Provide direction to staff for possible future Board action.

4. REVIEW OF THE EMERGENCY RESPONSE NETWORK OF THE INLAND EMPIRE (ERNIE); 2006 OMNIBUS MUTUAL ASSISTANCE AGREEMENT AND CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CALWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT PARTICIPATION -

RECOMMENDATION:

- 1) Review information and receive public input; and
- 2) Formulate a recommendation for consideration by the full Board at the April 27, 2010 meeting.

4. CONSENT ITEMS - The following is expected to be routine and non-controversial and will be acted on by the Committee members at one time without discussion, unless a member of the Public or a Committee member requests that an item be held for discussion or further action.

- a. Committee Report from the February 18, 2010 Regular Meeting
- b. Committee Report from the March 19, 2010 Special Meeting

RECOMMENDATION:

- 1) Approve as presented

END OF THE CONSENT CALENDAR

5. STANDING COMMITTEE PROJECT LIST

6. VERBAL REPORTS

- > COMMITTEE MEMBERS' COMMENTS/REPORTS
- > GENERAL MANAGER'S REPORT

7. ITEMS FOR NEXT AGENDA

8. 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 prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Agency Secretary. Backup material for the Agenda is available at the Agency offices for public review and can be viewed online at the Agency's website: www.bdvwa.org.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda, and can be reviewed at www.bdvwa.org. Copies of these materials and other discloseable public records distributed to all or a majority of the members of the Board of Directors 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.

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
PLANNING/ENGINEERING/LEGISLATIVE/GRANT
AGENDA ITEM SUBMITTAL**

Meeting Date: April 15, 2010

To: Planning/Engineering/Legislative/Grant
Standing Comm. of Board of Directors

Budgeted: N/A
Budgeted Amount: N/A
Cost: N/A
Funding Source

From: Marina D. West

General Counsel Approval: N/A
CEQA Compliance: N/A

**Subject: Review Historical Gross Alpha and Uranium Water Testing Results for
Well Nos. 2, 3 and 4**

SUMMARY

Annually, as part of the Ames Valley Basin Monitoring Program requirements, Agency wells are tested for gross alpha as well as other constituents. Recent testing of Well Nos. 2 and 3 showed elevated levels of gross alpha and uranium which has led to a directive by the State Department of Public Health for quarterly sampling to determine if the Maximum Contaminant Level (MCL) for gross alpha or uranium has been exceeded based upon the average of four quarters of testing. To date there have been no violations of the drinking water standards but the required quarterly testing for Well No. 3 is not yet complete and Well No. 4 cannot be tested at this time. Staff will present a summary of activities to date and status of communications with the Department of Public Health.

RECOMMENDATION

Information and discussion only.

BACKGROUND/ANALYSIS

The Ames/Reche Ad Hoc Committee has received the following report as a result of it's review of the 2009 Ames Valley Water Basin Monitoring Report. Following the Ad Hoc Committee review of the information, staff was directed to present the information to the next Planning/Engineering/Legislative/Grant/Security Committee for further discussion of options concerning the fate of these wells.

On July 27, 2009, Well No. 2 was sampled for gross alpha in compliance with the Ames Valley Water Basin Agreement Monitoring Program. The results showed elevated levels of gross alpha and the well was re-sampled on September 16, 2009 to confirm the results. Well No. 3 was also sampled in September due to its proximity to Well No. 2. Well No. 4, which is currently down due to a failed motor, cannot be sampled but a review of historical data shows elevated uranium in the past. These three wells are located within 1.500 feet of each other and their below grade construction is nearly identical. Thus one would expect their

water quality analysis to be similar. Subsequent to the September confirmation testing the State Department of Public Health was notified. The Department of Public Health on December 9, 2009 directed the Agency to conduct quarterly testing on Well Nos. 2, 3 and 4 for gross alpha and uranium. Quarterly monitoring is required until a four quarter average falls below the Maximum Contaminant Level (MCL). Four quarters have been completed for Well 2 and the MCL has not been exceeded. Only three quarters for Well No. 3 have been collected and the well is scheduled to be sampled again in June 2010.

Staff will present the data collected to date and while there have been no violations of the drinking water standard for gross alpha or uranium the State Department of Public Health intends to issue further recommendations and requirements concerning the continued use of the wells going forward. The written directive from the Department of Public Health has not yet been received.

PRIOR RELEVANT BOARD ACTION(S)

none

**BIGHORN DESERT VIEW WATER AGENCY STANDING COMMITTEE
PLANNING/ENGINEERING/LEGISLATIVE/GRANT
AGENDA ITEM SUBMITTAL**

Meeting Date: April 15, 2010

To: Planning/Engineering/Legislative/Grant
Standing Comm. of Board of Directors

Budgeted: N/A

Budgeted Amount: N/A

Cost: N/A

Funding Source

From: Marina D. West

General Counsel Approval: N/A

CEQA Compliance: N/A

Subject: Emergency Response Network of the Inland Empire (ERNIE); 2006 Omnibus Mutual Assistance Agreement and California Water/Wastewater Agency Response Network (CalWARN) Participation

SUMMARY

California Water/Wastewater Agency Response Network (CalWARN) and the Emergency Response Network of the Inland Empire (ERNIE) has been formed to provide mutual aid in the event of a disaster. Currently Bighorn Desert View Water Agency has no formal arrangement outlining mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency. CalWARN is a state-wide resource while ERNIE has been developed to satisfy this need in this local region of the state. Participation in both is recommended.

RECOMMENDATION

That the Committee review the information, receive public input and formulate a recommendation to the full Board on April 27, 2010.

BACKGROUND/ANALYSIS

The Emergency Response Network of the Inland Empire (ERNIE) has been formed to provide mutual aid in the event of a disaster. Currently Bighorn Desert View Water Agency has no formal arrangement outlining mutual covenants and agreements for agencies to provide mutual assistance to one another in time of emergency. ERNIE has been developed to satisfy this need in this region of the state.

California Water/Wastewater Agency Response Network (CalWARN) is a state-wide emergency response network which also enables mutual assistance in the event of an emergency. There is no cost to the Agency to join CalWARN.

PRIOR RELEVANT BOARD ACTION(S)

8/26/2008 08R-08 Resolution approving the integration of the National Incident Management System (NIMS) into Bighorn Desert View Water Agency Emergency Management System.

EMERGENCY RESPONSE NETWORK OF THE INLAND EMPIRE (ERNIE)

2006 Omnibus Mutual Assistance Agreement

Articles of Agreement

Emergency Response Network of the Inland Empire (ERNIE) 2006 Omnibus Mutual Assistance Agreement

WHEREAS, the California Department of Public Health (DPH) has expressed an interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies, cities, and county jurisdictions; and

WHEREAS, the Emergency Response Network of the Inland Empire (ERNIE) was originally created to provide a forum for the development of mutual assistance agreements between agencies in the Inland Empire of California; and

WHEREAS, the EMERGENCY RESPONSE NETWORK (ERNIE) 2006 OMNIBUS MUTUAL ASSISTANCE AGREEMENT attached hereto and incorporated herein sets forth the mutual covenants and agreements for agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State California Office of Emergency Services (OES) regulates the SEMS/NIMS program, and this agreement is consistent with Standardized Emergency Management System (SEMS) National Incident Management System (NIMS) and that it is necessary to have a mutual assistance agreement in place to support requests to the Federal Emergency Management Agency (FEMA) for costs of using assistance during an emergency, and

WHEREAS, the agencies hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agencies whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of ERNIE to revise this agreement as necessary and to annually publish a list of all agencies participating in this agreement, as posted on the East Valley Water District's Web-site; www.eastvalley.org

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the _____

(Agency Name)

agrees to become a party to the ERNIE, 2006 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the Articles of Agreement to:

Gary Sturdivan

East Valley Water District

P.O. Box 3427

San Bernardino, CA 92413

(909) 888-8986 extension 4087

ERNIE Member List
As of January 19, 2010

Governmental Organizations:

California Department of Public Health
City of Big Bear, Department of Water and Power
City of Corona, Department of Water and Power
City of Redlands Municipal Utilities Department
City of San Bernardino Water Department
City of San Bernardino Municipal Water Department
City of Riverside Public Works
East Valley Water District
Eastern Municipal Water
Elsinore Valley Municipal Water District
Jurupa Community Services District
Riverside Highland Water Company
San Bernardino County Sheriff's Department
San Bernardino Valley Municipal Water District
San Manuel Band of Mission Indians
Western Municipal Water District
Yucaipa Valley Water District

Non-Governmental Organizations (NGOs):

Risk Management Professionals
SRM Associates, Inc.

**Articles of Agreement
Emergency Response Network of the Inland Empire
(ERNIE) 2006 Omnibus Mutual Assistance Agreement**

THIS AGREEMENT is made and entered into by those agencies who have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

All of said agencies being herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

Article I - *APPLICABILITY.* This agreement is available to all agencies, public and private, in the Inland Empire, State of California.

Article II - *ADMINISTRATION.* The administration of the Emergency Response Network of the Inland Empire (ERNIE) will be through The East Valley Water District and The City of San Bernardino Municipal Water Department.

The ERNIE will be established by representatives from the signatory agencies in the region. A chair and co-chair will be elected and act as administrators. ERNIE will sponsor a monthly meeting for signatory agencies, maintain a database of all agencies who have signed this agreement, and meet as a committee to address concerns and procedures for requesting mutual assistance within the region.

Article III - *DEFINITION OF EMERGENCY.* "Emergency" means a condition of disaster or calamity arising within the area of operation of the parties, caused by fire, flood, storm, earthquake, civil disturbance, or other condition which is or is likely to be beyond the control of the services, personnel, equipment, and facilities of a party hereto and requires mutual assistance.

Article IV - *REQUESTS FOR ASSISTANCE.* Requests for emergency assistance under this Agreement shall be directed to the appropriate designated official(s) from the list of participating agencies.

When more than one agency is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the CUEA Utility Operation Center to ensure maximum effectiveness in allocating resources to

the highest priority needs.

The party rendering assistance under this Agreement is referred to as LENDER; the party receiving assistance is referred to as BORROWER.

Article V - *GENERAL NATURE OF ASSISTANCE.* Assistance will generally be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when LENDER determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential LENDER shall not be held liable for failing to provide assistance. A potential LENDER has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.

Article VI - *LOANS OF EQUIPMENT.* Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at LENDER'S current equipment rate and subject to the following conditions:

- (a) At the option of LENDER, loaned equipment may be loaned with an operator.
- (b) Loaned equipment shall be returned to LENDER within 24 hours after receipt of an oral or written request.
- (c) BORROWER shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- (d) LENDER'S cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to BORROWER.
- (e) In the event loaned equipment is damaged while being dispatched to BORROWER, or while in the custody and use of BORROWER, BORROWER shall reimburse LENDER for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then BORROWER shall reimburse LENDER for the cost of replacing such equipment with equipment that is of at least equal capability. If LENDER must lease a piece of equipment while LENDER's equipment is being repaired or replaced, BORROWER shall reimburse LENDER for such lease costs.

Article VII - *EXCHANGE OF SUPPLIES.* BORROWER shall reimburse LENDER in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to LENDER in a clean, damage-free condition shall not be charged to the BORROWER and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.

Article VIII - *PERSONNEL.* LENDER will make such employees as are willing to participate available to BORROWER at BORROWER's expense equal to

LENDER's full cost, i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with LENDER's personnel union contracts or other conditions of employment. Employees so loaned will be under the supervision and control of the BORROWER. BORROWER shall be responsible for all direct and indirect costs associated with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by BORROWER. LENDER will not be responsible for cessation or slowdown of work if LENDER's employees decline or are reluctant to perform any assigned tasks.

Article IX - REIMBURSEMENT. The BORROWER agrees to reimburse the LENDER within 60 days from receipt of an invoice for assistance provided under this Agreement.

Article X - LIABILITY AND HOLD HARMLESS. Pursuant to Government Code Section 895.4, and subject to the conditions set forth in Article XI, BORROWER shall assume the defense of, fully indemnify and hold harmless LENDER, its Directors, Council Members or Supervisors, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the BORROWER's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel on loan to BORROWER, or faulty workmanship or other negligent acts, errors or omissions by BORROWER or by personnel on loan to BORROWER from the time assistance is requested and rendered until the assistance is returned to LENDER's control, portal to portal.

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each shall have the right to participate in the defense of the same to the extent of its own interest.

Article XI - SIGNATORY INDEMNIFICATION. In the event of a liability, claim, demand, action or proceeding, or whatever kind or nature arising out of the rendering of assistance through this agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless each signatory to this mutual assistance agreement, whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

Article XII - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS. LENDER's employees, officers or agents, made available to BORROWER shall, except as otherwise provided under Labor Code sections 3600.2 through 3600.6 be the

special employees of BORROWER and the general employees of LENDER (as defined in Insurance Code 11663) while engaged in carrying out duties, functions, or activities pursuant to this Agreement. BORROWER will reimburse

LENDER for all costs, benefits, and expenses associated with workers compensation and other claims. LENDER is responsible for providing workers compensation benefits and administering workers compensation claims subject to the reimbursement terms of this agreement. BORROWER will reimburse LENDER for workers compensation costs, benefits and expenses on a quarterly basis or on other terms mutually agreed upon by LENDER and BORROWER.

Article XIII - MODIFICATIONS. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of signatory agencies to the Agreement. The ERNIE will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days written notice to the parties.

Article XIV - TERMINATION. This Agreement is not transferable or assignable, in whole or in part, and any party may terminate their participation in this Agreement at any time upon 60 days' written notice delivered or mailed to the East Valley Water District.

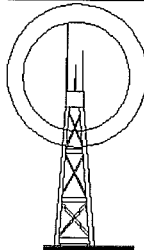
Article XV - EFFECT. Agreement shall take effect for a new party immediately upon its execution by said party.

Article XVI - PRIOR AGREEMENTS. Deleted 06/28/06

Article XVII - ARBITRATION. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article XVIII - TORT CLAIMS. This Agreement in no way acts to abrogate or waive any immunity or defense available under California Law.

(end)



Emergency
Response
Network
of the
Indland
Empire

EMERGENCY CONTACTS

AGENCY DATA

Agency Name: _____

Mailing Address: _____

Main Phone Number: _____ 24-hr Phone Number: _____

Radio Frequency - Water: _____ Radio Frequency – Wastewater: _____

Date of last update: _____

EMERGENCY CONTACTS

Emergency Manager/Coordinator Name: _____

Main Phone Number: _____ 24-hr Phone Number: _____

Pager Number: _____ E-Mail: _____

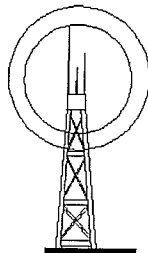
Radio Call Sign: _____ Emergency Operations Center Phone Number: _____

Secondary Contact Person Name: _____

Secondary Main Phone Number: _____ 24-hr Phone Number: _____

Secondary E-Mail: _____ Secondary Radio Call Sign: _____

Notes: _____



Emergency
Response
Network
of the
Indland
Empire

EMERGENCY CONTACTS

Water Contacts

Senior Person Name: _____ Title: _____

Main Phone Number: _____ 24-hr Phone Number: _____

Radio Call Sign: _____ Pager Number: _____

Operations Center Phone Number: _____

Secondary Person Name: _____ Title: _____

Main Phone Number: _____ 24-hr Phone Number: _____

Radio Call Sign: _____ Pager Number: _____

Notes: _____

Wastewater Contacts

Senior Person Name: _____ Title: _____

Main Phone Number: _____ 24-hr Phone Number: _____

Radio Call Sign: _____ Pager Number: _____

Operations Center Phone Number: _____

Secondary Person Name: _____ Title: _____

Main Phone Number: _____ 24-hr Phone Number: _____

Radio Call Sign: _____ Pager Number: _____

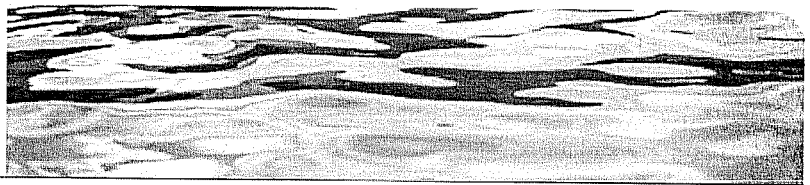
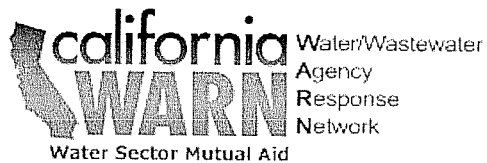
Notes: _____

CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN)

Introductory Information

2007 Omnibus Mutual Assistance Agreement

Articles of Agreement



[Home](#)
[About CalWARN](#)
[About Water Safety](#)
[News & Events](#)
[Resource Center](#)
[CalWARN Newsletter](#)

[CalWARN Members](#)
[How To Join WARN](#)
[Members' Gateway](#)

About CalWARN

Mission:

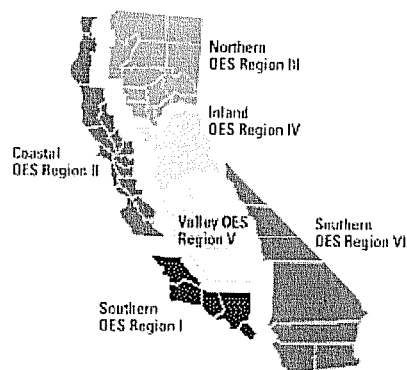
The mission of the Water/Wastewater Agency Response Network is to support and promote statewide emergency preparedness, disaster response, and mutual assistance matters for public and private water and wastewater utilities.

Organization:

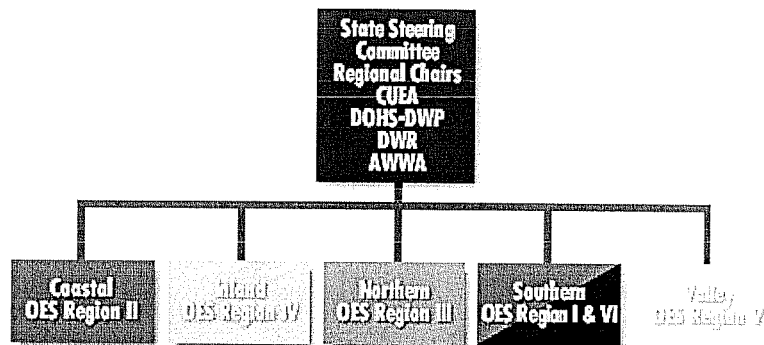
The statewide Water/Wastewater Agency Response Network (WARN) functions in coordination with the State Office of Emergency Services (OES). WARN is organized along the geographical lines established by OES as shown on the map below:

Representatives (signers of the WARN agreement) of public and private water and wastewater utilities in each region establish a steering committee comprised of volunteers from member utilities within the region. A chair is elected by the committee to act as administrator for that region and serve on the statewide steering committee, which also elects a chair. The regional steering committee organizes an annual meeting for signatory utilities to address concerns and procedures related to mutual assistance and emergency preparedness.

California Regions



At least annually, each regional chair provides member utilities an updated list of emergency contacts and a data base of available equipment. This Web site assists with this task. Additionally, the statewide steering committee meets annually to address mutual assistance concerns.



The Statewide Steering Committee consists of WARN regional chairs, the Executive Director of the California Utilities Emergency Response Association (CUEA), representatives from the State Department of Health Services Drinking Water Program (DOHS-DWP), the Department of Water Resources (DWR), the American Water Works Association (AWWA), Emergency Planning Committee, the California Rural Water Association and the California Sanitation Risk Management Authority.

Purpose:

The Water Agency Response Network provides member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members.
- A mutual assistance program consistent with other statewide mutual aid programs and the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).
- The resources to respond and recover more quickly from a disaster.
- A forum for developing and maintaining emergency contacts and relationships.
- New ideas from lessons learned from disasters.

Funding:

There is no cost to join the Water Agency Response Network, it is supported by volunteers from members across the state including:

- East Bay Municipal Utility District
- City of Redding, Public Works Department
- Metropolitan Water District of Southern California
- Oro Loma Sanitary District
- City of Tulare, Department of Utilities
- San Diego County Water Authority
- Bella Vista Water District

Participation:

The WARN Omnibus Mutual Assistance Agreement is available to all public and private water utilities in California (see "[How to Join WARN](#)").

Approval:

All actions, recommendations, etc. are made in accordance with the articles of the WARN agreement.

Benefits:

- Water utilities are able to establish a contractual relationship under which they are able to share resources during an emergency at the discretion of each participating agency.
- Single agreement provides access to statewide water utility resources.
- Strengthens the network of mutual assistance resources.
- Meets DHS FEMA mutual aid requirements for reimbursement consideration.
- Is consistent with SEMS and the California Emergency Services Act.
- Provides a list of emergency contacts and phone numbers.
- Statewide emergency resource database.
- Contains indemnification and workers compensation provisions to protect participating utilities, and provides for reimbursement of costs between utilities sharing resources.

[Contacts](#)[Back](#)

© CalWARN, 2008

California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

WHEREAS, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

WHEREAS, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

WHEREAS, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

WHEREAS, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

WHEREAS, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

WHEREAS, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

WHEREAS, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on www.calwarn.org; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

NOW, THEREFORE, in consideration of the conditions and covenants contained therein, the

(Utility)
agrees to become a party to the CalWARN 2007 Omnibus Mutual Assistance Agreement.

Date: _____

By: _____

Title: _____

Please return a signed copy of this page, plus the information requested on Emergency

Contacts List to:

Raymond Riordan
CalWARN, State Steering Committee
2662 Marsh Drive
San Ramon, California 94583.

1 Health, or associations, who are members of the Regional or State Steering Committees
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of
9 Assistance under the Mutual Aid and Assistance Program.
- 10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and
12 Assistance Program.
- 13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the
15 Mutual Aid and Assistance Program.
- 16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a
18 Requesting Member. The period commences when personnel, equipment, or supplies
19 depart from Responding Member's facility and ends when the resources return to their
20 facility (portal to portal). All protections identified in the Agreement apply during this period.
21 The specified Period of Assistance may occur during response to or recovery from an
22 Emergency.
- 23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to
25 incident management and response that sets uniform processes and procedures for
26 emergency response operations.
- 27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to
29 field command and jurisdictional management and response set forth by State of California
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
31

32

33 **ARTICLE III.**
34 **ADMINISTRATION**

35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee
38 (SSC).
39

40 The WARN RSCs will be established by representatives from the Members in that region. A
41 chair and co-chair will be elected and act as administrators for that region. The chair will
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for
43 Members, maintain a data base of all water and wastewater utilities who have signed this
44 Agreement, and meet as a committee to address concerns and procedures for requesting
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office
46 of Emergency Services (OES) mutual aid regions.
47

48 The WARN SSC will include the chairs of the regional steering committees, and a
49 representative from the California Department of Public Health (CDPH), California Utilities
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water

1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating
4 utilities. The database will be maintained on the WARN website, managed by a volunteer
5 Member, as appointed by the SSC.
6
7

8 **ARTICLE IV.** 9 **PROCEDURES**

- 10
11 A. In coordination with the Regional Steering Committees, emergency management and public
12 health system of the state, the State Steering Committee shall develop operational and
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall
14 be consistent with the Standardized Emergency Management System (SEMS) and the
15 National Incident Management System (NIMS), reviewed at least annually and updated as
16 needed by the State Steering Committee.
17
18 B. Requests for emergency assistance under this Agreement shall be directed to the
19 appropriate Authorized Official(s) from the list of Members.
20
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for
22 mutual assistance under this Agreement may be channeled through the CUEA Utility
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest
24 priority needs.
25
26

27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29
30 In general, assistance will be in the form of resources, such as equipment, supplies, and
31 personnel. Assistance shall be given only when Responding Member determines that its own
32 needs can be met while rendering assistance. The execution of this Agreement shall not create
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not
34 be held liable for failing to provide assistance. A potential Responding Member has the
35 absolute discretion to decline to provide any requested assistance.
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;
38 provide contact information including 24-hour access; and maintain resource information
39 made available by the utility for mutual aid and assistance response, as allowed by utility
40 policy. Such information shall be updated annually or as changes occur (whichever is
41 sooner), provided to the State Steering Committee, and uploaded into the statewide
42 database.
43
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may
45 request mutual aid and assistance from a participating Member. Requests for assistance
46 can be made orally or in writing. When made orally, the request for personnel, equipment,
47 and supplies shall also be prepared in writing and submitted to the participating Member as
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of
49 the participating Member. Specific protocols for requesting aid shall be provided in the
50 procedures developed under Article IV.
51

- 1 C. ***Response to a Request for Assistance*** – Members are not obligated to respond to a
2 request. After a Member receives a request for assistance, the Authorized Official evaluates
3 whether or not to respond, whether resources are available to respond, or if other
4 circumstances would hinder response. Following the evaluation, the Authorized
5 Representative shall inform, as soon as possible, the Requesting Member whether it will
6 respond. If the Member is willing and able to provide assistance, the Member shall inform
7 the Requesting Member about the type of available resources and the approximate arrival
8 time of such assistance.
9
- 10 D. ***Discretion of Responding Member's Authorized Official*** – Execution of this Agreement
11 does not create any duty to respond to a request for assistance. When a Member receives
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to
13 whether or not to respond, or the availability of resources to be used in such response. An
14 Authorized Member's decisions on the availability of resources shall be final.
15

16
17 **ARTICLE VI.**
18 **RESPONSE COORDINATION**
19

20 When providing assistance under this Agreement, the Requesting Member and Responding
21 Member shall be organized and shall function under the Standard Emergency Management
22 System and National Incident Management System protocols and procedures.
23

- 24 A. ***Personnel*** – Responding Member retains right to identify the employees who are willing
25 to participate and the resources that are available.
26
- 27 B. ***Control*** – While employees so provided may be under the supervision of the
28 Responding Member, the Responding Member's employees come under the direction
29 and control of the Requesting Member, consistent with the NIMS Incident Command
30 System to address the needs identified by the Requesting Member. The Requesting
31 Member's Authorized Official shall coordinate response activities with the designated
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's
34 designated supervisor(s) must keep accurate records of work performed by personnel
35 during the specified Period of Assistance.
36
- 37 C. ***Food and Shelter*** – When possible, the Requesting Member shall supply reasonable food
38 and shelter for Responding Member personnel. If the Requesting Member is unable to
39 provide food and shelter for Responding Member personnel, the Responding Member's
40 designated supervisor is authorized to secure the resources necessary to meet the needs of
41 its personnel. Except as provided below, the cost for such resources must not exceed the
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
43 per diem rates for the area, the Responding Member must demonstrate that the additional
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding
46 Member for all reasonable and necessary costs associated with providing food and shelter,
47 if such resources are not provided.
48
- 49 D. ***Communication*** – The Requesting Member shall provide Responding Member personnel
50 with radio equipment as available, or radio frequency information to program existing radio,
51 in order to facilitate communications with local responders and utility personnel.

- 1
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in
4 their respective jurisdictions.
5
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective
9 credentials during the specified Period of Assistance.
10
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the
12 right to withdraw some or all of its resources at any time for any reason in the Responding
13 Member's sole and absolute discretion. Notice of intention to withdraw must be
14 communicated to the Requesting Member's Authorized Official as soon as soon as is
15 practicable under the circumstances.
16

17
18 **ARTICLE VII.**
19 **COST REIMBURSEMENT**
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member
22 shall reimburse the Responding Member for each of the following categories of costs incurred
23 while providing aid and assistance during the specified Period of Assistance.
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to
26 participate available to Requesting Member at Requesting Member's expense equal to
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly
28 wage plus fringe benefits and overhead, and consistent with Responding Member's
29 collective bargaining agreements or other conditions of employment. All costs incurred
30 for work performed during the specified Period of Assistance will be included. The
31 Requesting Member shall be responsible for all direct and indirect labor costs.
32
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps
34 and generators, shall be at Responding Member's current equipment rate and subject to the
35 following conditions: The Requesting Member shall reimburse the Responding Member for
36 the use of equipment during the specified Period of Assistance, including, but not limited to,
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
39 Member as soon as is practicable and reasonable under the circumstances.
40 (a) At the option of Responding Member, equipment may be provided with an
41 operator.
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt
43 of an oral or written request for return.
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and
45 maintenance for furnished equipment.
46 (d) Responding Member's cost related to the transportation, handling and
47 loading/unloading of equipment shall be chargeable to Requesting Member.
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,
49 or while in the custody and use of Requesting Member, Requesting Member shall
50 reimburse Responding Member for the reasonable cost of repairing said damaged
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with
2 equipment that is of at least equal capability as determined by the Responding
3 Member. If Responding Member must lease a piece of equipment while Requesting
4 Member equipment is being repaired or replaced, Requesting Member shall
5 reimburse Responding Member for such lease costs.
6

7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-
9 returnable supplies. Other supplies and reusable items that are returned to Responding
10 Member in a clean, damage-free condition shall not be charged to the Requesting
11 Member and no rental fee will be charged; otherwise, they shall be treated as
12 expendable supplies. Supplies that are returned to the Responding Member with
13 damage must be treated as expendable supplies for purposes of cost reimbursement.
14

15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting
16 Member for all expenses incurred by the Responding Member while providing assistance
17 under this Agreement. The Requesting Member shall send the itemized bill not later than
18 (90) ninety days following the end of the Period of Assistance. The Responding Member
19 may request additional periods of time within which to submit the itemized bill, and
20 Requesting Member shall not unreasonably withhold consent to such request. The
21 Requesting Member agrees to reimburse the Responding Member within 60 days from
22 receipt of an invoice for assistance provided under this Agreement. The Requesting
23 Member may request additional periods of time within which to pay the itemized bill, and
24 Responding Member shall not unreasonably withhold consent to such request, provided,
25 however, that all payment shall occur not later than one-year after the date a final itemized
26 bill is submitted to the Requesting Member.
27

28 E. **Records** - Each Responding Member and its duly authorized representatives shall have
29 access to a Requesting Member's books, documents, notes, reports, papers and records
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
32 and its duly authorized representatives shall have access to a Responding Member's books,
33 documents, notes, reports, papers and records which are directly pertinent to this
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
36 years or longer where required by law and as needed for federal reimbursement practices.
37
38

39 **ARTICLE VIII.**

40 **ARBITRATION**

41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in
45 accordance with the Rules of the American Arbitration Association. Judgment on the award
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.
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ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, Council Members, Supervisors, officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by Responding Member, or by personnel provided to Requesting Member from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

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ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

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ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

1 **ARTICLE XIII.**
2 **INSURANCE**
3

4 Members shall maintain an insurance policy or maintain a self insurance program that covers
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance
6 Program.
7

8
9 **ARTICLE XIV.**
10 **CONFIDENTIAL INFORMATION**
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,
16 that a Member or Associate Member disclose any Confidential Information provided to it under
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure
19 of any Confidential Information by asserting all applicable rights and privileges with respect to
20 such information and shall cooperate fully in any judicial or administrative proceeding relating
21 thereto.
22

23
24 **ARTICLE XV.**
25 **EFFECTIVE DATE**
26

27 This Agreement shall take effect for a new party immediately upon its execution by said
28 party.
29

30
31 **ARTICLE XVI.**
32 **WITHDRAWAL**
33

34 Any party may terminate its participation in this Agreement by written notice to the Chair of the
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of
38 Assistance, which duty shall survive such withdrawal.
39

40
41 **ARTICLE XVII.**
42 **MODIFICATION**
43

44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within
46 each region and unanimous agreement among the regions. The State Steering Committee will
47 notify all parties of modifications to this Agreement in writing and those modifications shall be
48 effective upon 60 days written notice to the parties.
49

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3 **ARTICLE XVIII.**
4 **SEVERABILITY**

5 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be
6 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
7 affected, and the rights and obligations of the parties shall be construed and enforced as if the
8 Agreement did not contain the particular term or provision held to be invalid.
9

10
11 **ARTICLE XIX.**
12 **PRIOR AGREEMENTS**
13

14 To the extent that prior agreements among signatories to this Agreement for mutual assistance
15 are inconsistent with this Agreement, such agreements are hereby superseded. This
16 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus
17 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.
18
19

20 **ARTICLE XX.**
21 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
22

23 This Agreement is for the sole benefit of the Members and no other person or entity has rights
24 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of
25 duties created by this Agreement to third parties that are not Members is prohibited and without
26 effect.
27

28
29 **ARTICLE XXI.**
30 **TORT CLAIMS**
31

32 This Agreement in no way abrogates or waives any immunity or defense available under
33 California law.
34

35
36 **ARTICLE XXII.**
37 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
38

39 To the extent practicable, Members retain the right to participate in mutual aid and assistance
40 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance
41 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar
42 programs.
43
44
45

**CalWater/Wastewater Agency Response Network (WARN)
2007 Omnibus Mutual Assistance Agreement
Emergency Contact List**

WARN Region:	<input type="checkbox"/> Region 1, Southern	Type of Utility Member
	<input type="checkbox"/> Region 2, Coastal	
	<input type="checkbox"/> Region 3, Northern	<input type="checkbox"/> Water
	<input type="checkbox"/> Region 4, Inland	<input type="checkbox"/> Wastewater
	<input type="checkbox"/> Region 5, Valley	Other Membership
	<input type="checkbox"/> Region 6, Southern	

Date of Joining: _____ Date of Update: _____

Agency Name: _____

Address: _____

City: _____ **Zip Code:** _____

County: _____ **Website:** _____

24-Hr. Telephone No.: _____

Authorized Representative Emergency Contact Info:

Name: _____ **Telephone:** () _____

Cell Phone: () _____

E-Mail: _____

Alternate Representative Emergency Contact:

Name: _____ **Telephone:** () _____

Cell Phone: () _____

E-Mail: _____

Emergency Operations Center:

Location: _____ Telephone: () _____

Cell Phone: () _____

E-Mail: _____

***Radio
Frequency:***

Call Signs:

_____	_____
_____	_____
_____	_____

No. of Services: _____

***The information provided on this page will be included in the WARN
web site (www.calwarn.org). [\(Back to signature page\)](#)***



BIGHORN-DESERT VIEW WATER AGENCY
A PUBLIC AGENCY

**REGULAR MEETING REPORT
FOR THE PLANNING/LEGISLATIVE/ENGINEERING
GRANT & SECURITY COMMITTEE**
THURSDAY, February 18, 2010, 8:45 A.M.

- **CALL TO ORDER**

Meeting convened by Director Burkhart at 8:46 A.M.

- **PLEDGE OF ALLEGIANCE**

Led by Joanne Keiter

- **ROLL CALL**

Directors Present: Terry Burkhart, Chairperson
David Larson, Member

- Staff Present: Marina West, General Manager
Joanne Keiter, Board Secretary

- Public Present: 2 Noted
(Director Coulombe attended as an observer)

- **APPROVAL OF AGENDA** - Committee approved, as presented

1. PUBLIC PARTICIPATION - None

In the minutes prior to the 9:01AM teleconference call with the Mojave Water Agency, GM West briefed the committee about attending a recent Morongo Basin Open Space Group meeting where she was invited to make a presentation regarding the Ames/Reche Recharge facility. For the benefit of those in the audience, she outlined the basic elements of the project, showed an overhead map of the area noting where the Pipes Wash wildlife linkage corridor traverses the project, and made some final comments about how well our project fit their goals and objectives. She stated that the feedback from the group was very positive.

**2. TELECONFERENCE WITH MOJAVE WATER AGENCY'S
LEGAL/LEGISLATIVE AND PUBLIC INFORMATION COMMITTEE**

ACTION: Information purposes only. No action taken.

UPDATE ON FEDERAL ADVOCATE AND ISSUES AT THE FEDERAL LEVEL

Heather Hennessey mentioned that Congress had been in recess for the past two weeks due to the snow and bad weather; thus, her report was limited. She stated that the Bureau of Reclamation Title 16 budget was higher than last year's. She briefed the group on some other budget items and in particular, the budget hearing and appropriations requests that had already been submitted for FY2011-2012. There was also some discussion regarding legislation pertaining to the Bay Delta issue.

UPDATE ON STATE ADVOCATE AND ISSUES AT THE STATE LEVEL

Pilar Onate-Quintana gave a brief update on the current year's state budget. She informed the Committee that the Senate would be voting on a package that included several short-term cuts and reductions. She also gave a report on the changes in legislation leadership (such as Assemblyman Manuel Perez replacing Assemblywoman Karen Bass; Assemblyman Martin Garrick replacing Assemblyman Blakeslee and Senator Dutton replacing Senator Dennis Hollingsworth).

Chair Art Bishop asked that the Agency be kept informed on the status of the "Safe, Clean, and Reliable Drinking Water Supply Act of 2010" and how well it was being received statewide.

Tony Francois provided background on AB 32, which is a Greenhouse Gas Regulation statute, affecting only the State of California. He described one of the major greenhouse gas reduction measures, known as the Cap and Trade Program, that the Air Resources Board planned to adopt and reviewed how it would work.

The Mojave Water Agency Committee members shared their concerns about AB 32 and asked the advocates to monitor this item and report any progress at a future meeting.

Next, Town of Apple Valley Councilman Scott Nassif offered his comments on AB 32 mentioning the impact that it might have on other industries, specifically the automotive industry.

The Mojave Water Agency Committee made several comments regarding their concerns about AB 32. They also stated the Agency should communicate their findings to other agencies, in case they were not aware of the affect it could have on them.

The Mojave Water Agency Committee members unanimously agreed that the Agency should take a position to repeal or delay implementation of AB 32 and agreed to agendize this action for consideration by the full Board.

Kirby Brill gave an update regarding the \$11.1 Billion Water Bond. He stated the best outcome for the Agency would be for the Bond to pass and the canal to be built. The alternative, which includes finding water through other methods, would be a more difficult and costly plan.

In conclusion, the Mojave Water Agency Committee members unanimously agreed that the Agency should adopt a resolution, which takes a position for approval of the Water Bond, and requested that this action be agendized for consideration by the full Board.

Teleconference adjourned at 10:35 AM; following a brief break, Director Burkhart continued to the next Agenda Item.

3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) / WATER MASTER PLAN (WMP) UPDATE

ACTION: Information and discussion purposes only. No action taken.

GM West began with a presentation about the Agency's Water Master Plan that was prepared and completed by Don Howard Engineers in 2007. She explained that this is a 20-year plan outlining various improvement projects, intended to address deficiencies in the system. She continued that upgrades to the current system were planned through the Agency's Water Infrastructure Restoration Program (WIRP).

GM West next described CEQA (California Environmental Quality Act) as a required review of the Agency's prioritized projects, focusing on those considered realistic within the first 5 years of the 20-year Master Plan. She listed the following projects covered by CEQA: Ground Water Management Plan; Supervisory Control and Data Acquisition (SCADA); Fire Hydrant Installation and Upgrade Program; Aerial Topography and Photography Updates; Isolation Valve Replacement; Update Atlas Management Tools; Interagency Emergency Connections; Zone B, E-2, and E-3; Seismic Review Improvements (Emergency Generator & Retrofit Reservoir) and the Johnson Valley Water Supply Project.

GM West commented that once a successful CEQA determination was made, the Board could more aggressively pursue available funding sources since the only money that we have to spend is the Mojave Water Agency's match to the EPA STAG grant funds.

GM West reminded the Committee that the funding for the primary work products, approved in the Work Plan, (Grant Administration by Bucknam & Associates; Project Management, GWMP, and Feasibility Study by Todd Engineers) was scheduled to expire on November 30, 2010.

In conclusion, GM West mentioned that a special meeting of the Planning, Legislative, Engineering, Grant & Security (PLEGS) Committee with the representatives from the Local Agency Formation Commission (LAFCO) was being planned for March 18, 2010 at 8:45 AM. On the agenda would be an update of the Agency's Sphere of Influence and Service Review. She encouraged the public to attend.

4. DEVELOPMENT OF QUESTIONNAIRE AIMED AT FUTURE WATER SUPPLY NEEDS OF THE "JOHNSON VALLEY" AREA OF BIGHORN-DESERT VIEW WATER AGENCY

GM West introduced this item (shown on the Committee's project list) for discussion. She stated that the intent was to survey the Johnson Valley property owners and tally their responses regarding current water quality issues, based on geographic areas, and preferences for any future systems improvements.

She described the survey concept to be a 3-part mailer with a tear-off piece (including return paid postage).

Director Burkhart asked what areas would be included in this mailing. GM West remarked that it would be from Mile Marker 28 to just beyond Bodick.

The Committee provided the following input to GM West for consideration:

✓ Questions should be brief and limited to the primary these:

1. How do you get water now?

(Provide checkboxes with choices: **private well; hauled water; none**)

2. Projecting 15 - 20 years in the future, what improvements would you like?

(Provide checkboxes with choices: **pressurized water; back-up well; no change**)

3. What kind of funding would you be willing to support?

(Provide checkboxes with choices: **bonds; property tax assessments; grants**)

GM West asked if the return piece should be "coded" in some fashion so that the parcels could be identified; the committee preferred that it be kept anonymous. The members also liked the idea of having a "comments" section added to the response piece.

ACTION: The Committee authorized staff to prepare a draft and agendize for discussion and feedback at the next Finance, Public Relations, Education & Personnel (FPREP) Committee meeting scheduled for March 10, 2010.

When GM West asked if we should include a newsletter with the questionnaire; the Committee agreed.

Next, GM West said that she would come back to the Committee with an estimate that would include the cost for DataStream to produce the labels (for specific parcels) and amounts for postage and printing.

In conclusion, GM West stated after the results were compiled at least the Board would have statistics on how much effort should be spent to proceed or to do nothing at all.

5. STANDING COMMITTEE PROJECT LIST

ACTION: Information purposes only.

GM West reviewed the project list, emphasizing the following:

- EPA Grant:
 - Rapidly approaching the 11/30/10 expiration date
- CEQA/NEPA:
 - Document to be released for public review sometime in April;
 - Public hearing to follow - scheduled for May
- Legislative Alliance with Mojave Water Agency:
 - Continued participation;
 - Valuable resource for information on state/federal issues (such as AB 32 - "Greenhouse Gas Regulation")
- Construction Water Rates and Fees:
 - Analysis pending;
 - Report will be presented to Board for consideration
- Johnson Valley survey
 - Results should indicate property owners' desire for future water service enhancements

ACTION: The Committee made no additions.

6. DIRECTORS' COMMENTS/REPORTS - None

7. GENERAL MANAGER'S VERBAL REPORT

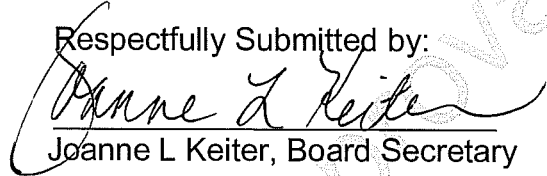
- LAFCO Alternative Funding Formula Update:
 - Time sensitive ballot had a March 1st return deadline;
 - Results of the mailed ballot:
 - Approved by majority of Special Districts representatives;
 - Hi-Desert Water District (HDWD) supported the formula;
 - Mojave Water Agency (MWA) opposed.
- Mojave Water Agency approved and announced new rates:
 - Approximately a 12% increase for State Water allocations.

8. ITEMS FOR NEXT AGENDA

- Johnson Valley Questionnaire
- Presentation by LAFCO Staff
- Legislative Update

9. ADJOURNMENT - Director Burkhart adjourned the meeting @ 11:21 AM

Respectfully Submitted by:


Joanne L Keiter, Board Secretary

PLANNING/ENGINEERING/LEGISLATIVE/GRANT/SECURITY STANDING COMMITTEE PROJECT LIST		
PROJECTS UNDERWAY	STATUS	COMMENTS
EPA Grant	ongoing	4th Quarter Report and Annual Report for 2009 submitted with reimbursement request No. 14 in January.
*****CEQA/NEPA Document		CEQA scheduled to be released for public review in April. Public Hearing on CEQA on schedule for May 26th.
*****Project Management		Todd Engineers focused on permitting activities, groundwater flow model and GWMP concepts.
Legislative Alliance	ongoing	Continue participation in conference call with MWA lobbyists. Committee to consider integrating SEMS into our Emergency Response Plan. All in-house staff has completed on-line NIMS training modules. Next step is to locate new consultant to update existing Emergency Action Plan for conformance to ICS/SEMS/NIMS protocol. Local and "distant" mutual aid agreements need to be executed.
Standardized Emergency Management System (SEMS)	ongoing	
Standardized Emergency Management System/National Incident Management System (SEMS/NIMS)	ongoing	Board approved NIMS Resolution.
Construction Water Rates and Fees	ongoing	Board to consider new construction water rates and fees.
Johnson Valley property owners survey	ongoing	Board approved survey format and estimated budget. Staff obtaining final quotes from printer and meeting with Post Office regarding least expensive return postage option. Survey expected to be mailed in late April.
PROJECTS COMPLETED		

Marine Corps. Ground Combat Center Proposed Base Expansion	Completed	Letter outlining concerns relating to the proposed Twentynine Palms Base Expansion was submitted on time.
Integrated Regional Wastewater Management Plan	Completed	Resolution has been forwarded to HDWD
Ames Valley Groundwater Management Plan "Strawman" Proposal/Conceptual Guidance Document	Completed	Board approved the Conceptual Document. General Manager directed to pursue financial partnerships.
Request for Billing Relief APN: 629-405-01	Completed	Board approved partial relief of billing and payment arrangements
Bulk Hauling Rates and Fees	Completed	Bulk hauling rates are now consistent across Agency.

for April 15, 2010 Committee Meeting