

Bighorn-Desert View Water Agency

Board of Directors

Terry Burkhart, President
J. Larry Coulombe, Vice President
Michael McBride, Director
David Larson, Director
Judy Corl-Lorono, Director



Agency Office

622 S. Jemez Trail
Yucca Valley, CA 92284-1440

760/364-2315 Phone

760/364-3412 Fax

Marina D West, PG, General Manager

www.bdvwa.org

A Public Agency

BOARD OF DIRECTORS' SPECIAL MEETING AGENDA

BOARD MEETING OFFICE
1720 N. Cherokee Trail, Landers, CA 92285
Tuesday, May 31, 2011 - 5:00 p.m.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PUBLIC PARTICIPATION**

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

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

When giving your public comment, please first 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, should contact the Board's Secretary at 760-364-2315 during Agency business hours.

CLOSED SESSION

6. CONFERENCE WITH LABOR NEGOTIATORS

Unrepresented Employee: General Manager.

Designated Board Representative: General Manager Compensation Ad Hoc Committee.

Pursuant to Government Code Section 54957.6.

7. 5:30 - 5:55 p.m. (time approximate) CLOSED SESSION REPORT

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.

8. EMPLOYMENT AGREEMENT FOR THE POSITION OF GENERAL MANAGER OF THE BIGHORN-DESERT VIEW WATER AGENCY

Recommended Action:

Board to consider approval 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.

9. RESOLUTION NO. 11R-XX FIXING AND ADOPTING THE AGENCY BUDGET FOR THE FISCAL YEAR 2011-2012

Recommended Action:

Board to consider approving Resolution No. 11R-XX, A Resolution Fixing and Adopting the Agency Budget for the Fiscal Year 2011/2012 for the Bighorn-Desert View Water Agency.

10. RESIGNATION OF VICE PRESIDENT J. LARRY COULOMBE FROM THE BOARD OF DIRECTORS OF BIGHORN-DESERT VIEW WATER AGENCY

Recommended Action:

Board to consider accepting a letter received May 26, 2011 from J. Larry Coulombe resigning from the Bighorn-Desert View Water Agency Board of Directors.

11. BOARD TO DISCUSS PROCESS FOR FILLING VACANT BOARD OF DIRECTOR SEAT

Recommended Action:

Board to direct staff on one of the following procedures for filling a vacancy on the Board of Directors within sixty (60) days of the date notified of the resignation;

- 1) Direct staff to call for an election; OR
- 2) Determine to fill the vacancy by appointment; OR
- 3) Do nothing, thereby leaving the decision to San Bernardino County Board of Supervisors, either to appoint or to order the agency to call an election, within ninety (90) days of the date on the notice of resignation.

12. VERBAL REPORTS - Including Reports on Courses/Conferences/Meetings.

- a. GENERAL MANAGER'S REPORT
- b. DIRECTORS' REPORT
- c. PRESIDENT'S REPORT

13. ITEMS FOR NEXT AGENDA

14. 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
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, Board President

Date

Marina D. West, P.G.

Date

ATTEST:

Judy Corl-Lorono
Board Secretary

Pending Approval

RESOLUTION NO.11R-XX

A RESOLUTION FIXING AND ADOPTING THE AGENCY BUDGET FOR THE FISCAL YEAR 2011-2012 FOR THE BIGHORN-DESERT VIEW WATER AGENCY

BE IT RESOLVED, by the Board of Directors of the Bighorn-Desert View Water Agency, County of San Bernardino, California, that the budget for the fiscal year 2011-2012 for the Bighorn-Desert View Water Agency is hereby fixed and adopted as shown on Exhibit "A", attached hereto and by reference made a part thereof.

PASSED, APPROVED AND ADOPTED by the Board of Directors of Bighorn-Desert View Water Agency this 31st day of May, 2011.

By _____
Terry Burkhart, Board President

I, the undersigned, hereby certify that I am the duly-appointed Secretary of the Board of Directors of the Bighorn-Desert View Water Agency, and that at a special meeting of the Board held on May 31, 2011 the foregoing Resolution No. 11R-XX was adopted by said Board, and that it has not been rescinded or amended since the date of its adoption, and is now in full force and effect.

By _____
Judy Corl-Lorono, Board Secretary

EXHIBIT "A"



2011/2012

OPERATING BUDGET

DRAFT

Proposed for Adoption May 31, 2011

2011/2012 OPERATING BUDGET EXHIBIT "A"

<u>SUMMARY</u>		
	revenue	expenses
REVENUE - OPERATING	1,176,128	
ADMINISTRATION EXPENSE		709,198
OPERATION EXPENSE		378,095
CAPITAL LEASE - Equipment		-
TOTAL REVENUE (NON-OPERATING)	230,915	
DEBT EXPENSE (BH, DV, & MWA)*		222,750
CAPITAL IMPROVEMENT/ REPLACEMENT/REFURBISHMENT		
FY2011/2012 portion from BFC & Meter Install		5353
Op. and non-Op Revenue Available to allocate		91,647
Verification of Totals	1,407,043	1,407,043
* MWA Debt Participation is funded by Operating Revenues		

2011/2012 BUDGET EXHIBIT "A"

REVENUE SUMMARY

Description	Amount
OPERATING INCOME	
Metered Water Sales	439,848
Basic Service Charge	594,000
General Tax Income (1%) BH GA02	52,100
General Tax Income (1%) DV GA01	52,100
Other Operating Income	34,480
Interest Income Unrestricted	3,600
* Subtotal	1,176,128
NON-OPERATING INCOME	
BH Debt Income BH FMHA DA01	175,900
DV FMHA Surcharge	49,662
Interest Income Bonds	-
Other Non Operating Income	-
** Subtotal	225,562
NON-OPERATING INCOME - New Services	
Meter Connect Fees (SL Install Fees)	1,255
Basic Facilities Charge (Buy In)	4,098
Subtotal	5,353
Total Revenue	1,407,043

MWA debt participation (\$73K) will be transferred from Operating
* Revenue to Non-Operating expense.

** Following adjustment for MWA debt participation, Non-Op Subtotal will
be \$253,109

2011/2012 BUDGET EXHIBIT "A"

ADMINISTRATIVE EXPENSE

Account	Description	Amount
56001	Directors Fees	20,000
56002	Director Meeting Expense	11,000
56003	Administrative Compensation	260,000
56005	Administrative Meeting Expenses	1,000
56006	Contractual Services- Auditor	29,418
56007	Contractual Services- Legal	80,000
56008	PERS	40,450
56009	Payroll Tax	9,375
56011	Telephone & Fax	7,420
56012	Mailing Expenses	7,550
56014	Contractual Services- Other	38,660
56016	Property/Liability Insurance	30,000
56017	Workers Comp. Insurance	14,500
56018	Dues & Subscriptions	7,725
56020	Power- Office & Yards	5,200
56022	Bad Debt Expense	43,000
56025	Propane	1,800
56030	Office Supplies	5,000
56100	Employee Benefits Insurance	70,850
56110	Employee Education	3,300
56200	Office Equipment Expense	4,950
56300	Customer Relations	3,000
56400	Other Administrative Expenses	3,000
58100	Elections Costs	12,000
	Total Administrative Expense	709,198

2011/2012 BUDGET EXHIBIT "A"

OPERATIONS EXPENSE

Account	Description	Amount
54102	Operations Compensation	145,000
54103	Uniforms	2,525
54105	Auto Controls	2,640
54106	Vehicle/Tractor/Equip Expense	9,000
54107	Vehicle Expense- Fuel	18,000
54109	Field Materials and Supplies	25,000
54111	Water Testing	5,000
54112	Contractual Services- Engineering	52,000
54114	Water System Repairs	25,000
54115	Building Maintenance/Repair	11,680
54117	Ames Basin Monitoring	-
54119	Communications Expense	1,680
54121	Disinfection Expense	4,000
54125	Power- Wells/Booster Pumps	59,570
54130	Other Operations Expense	17,000
55001	Bulk Pumping Plant Expense	8,935
55002	Bulk Operations and Maintenance	5,000
	Total Operations Expense	378,095

2011/2012 BUDGET EXHIBIT "A"

DEBT EXPENSE

Account	Description	Payment Amount	Paid from Revenue	Paid from LAIF
22300	BH Debt Principal	74,000	74,000	-
57000	BH Debt Interest Payment	35,000	35,000	-
21101	DV Debt Principal	26,000	26,000	-
59100	DV Debt Interest Payment	14,750	14,750	-
57350	MWA Pipeline Debt	73,000	73,000	-
	Total Debt Expense	222,750		- *

*Assumes no debt service payments from LAIF reserves

MWA Pipeline debt is paid from general revenue stream. It is not a part of any dedicated payment like BH or DV.

2011/2012 BUDGET EXHIBIT "A"

CAPITAL LEASE

Account	Description	Payment Amount
22400	Capital Lease	- *
	Total Debt Expense	-

* August 2010 is final payment

2011/2012 BUDGET - REVENUE ACCOUNTS
EXHIBIT "A"

REVENUE	ACCOUNTS	ADDITIONAL INFORMATION	FY09/10 Actual Expenditures	FY10/11 Approved Budget	FY11/12 Budget
41000	SERVICE LINE INSTALLATION FEE- Revenues to cover the actual cost of customer ordered service line installation.	Estimate 1 service line installations with 3/4-in meter @ \$1255 ea	-	2,510	1,255
41001	BASIC FACILITIES CHARGE- This fee is charged to brand new service line customers as a buy in to the system already partially funded by previous and current customers.	Estimate 1 service line installations @ \$4098	-	8,196	4,098
41100	WATER SALES CHARGES- Total revenues from the sales of water to metered customers through BH, DV and Bulk.		456,089	444,931	439,848
41300	BASIC SERVICE CHARGE- Bi monthly billing to cover fixed O&M costs plus capital projects (non-specified funds)		597,680	559,350	594,000
41600	FMHA SURCHARGE-Revenues generated via the bi-monthly billing of the Desert View customers to fund the debt service for the FMHA Revenue Bond. Issued in 1979 for \$700,000 for the purpose of constructing a water system. Term is 40 years at 5%. Annual Payment is approximately \$40,750. Payments due September (Interest approx. \$7,375) and April (Interest approx \$7,375 and principal \$26,000). Extra revenue collected is used for replacement & refurbishment and is tagged as available "restricted" revenue.	Based on \$9.30 per customer per billing cycle. Projection is based on accumulation of \$6,959 for Replacement & Refurbishment of DV water system.	50,345	47,709	49,662
41700	INCOME OTHER- Delinquent water billing revenues, unlock charges, non sufficient funds check charges, clean and show charges, scrap metal sales, customer PIR fee, account setup charges.	Delinquent Charges \$24,300 year, Account set-up fee \$5700, Miscellaneous \$3000 year, UL&NSF \$ 1480. Budget based on FY2010/11 actual	33,881	21,600	34,480
49100	INCOME GENERAL TAX ID BH 1%- This revenue is the portion of the County 1% tax which is passed on to special districts for general operating expenses. Monies are first earmarked for Agency-wide MWA Debt Participation. Coded on the property tax apportionment schedule as GA02.	General tax projection, property valuation expected to be flat	57,813	52,100	52,100
49101	INCOME BOND DEBT BH FMHA- This revenue is generated through the issuance of an annual advalorem tax and assessed to all properties within the Bighorn (north side of the Agency). Issued in 1979 for \$1,875,000 for the purpose of constructing and maintaining a water system. Term is 40 years, at 5%. Annual payment is approximately \$109,000. Payments are due December (Interest approx. \$17,500) and June (Interest \$17,500 and principal \$74,000). Extra revenue collected is used for replacement & refurbishment and is tagged as available "restricted" revenue.	Projection is based on accumulation of an additional \$70,000 for Replacement & Refurbishment of BH water system	123,379	125,900	175,900
49102	INCOME GENERAL TAX ID DV 1%- This revenue is the portion of the County 1% General tax which is passed on to special districts for general operating expenses. Monies are first earmarked for Agency-wide MWA Debt Participation. Coded on the property tax apportionment schedule as GA01.	General tax projection, property valuation expected to be flat	55,919	52,100	52,100
49200	INTEREST INCOME- Interest revenue from our Local Agency Investment Fund account. Interest posted to this account is earned on the non-specific or non-bond monies.	Interest income Anticipate <1% interest	3,266	2,000	3,600
49201	INTEREST INCOME BOND FUNDS- Interest revenue from our Local Agency Investment Fund Account. Interest earned on the restricted bond revenues variance is posted to this account.	Interest income Anticipate <1% interest			-
49600	OTHER NON OPERATING INCOME- Revenues from delinquent property tax payments. Ames testing reimbursement. Misc other non operating revenues	Miscellaneous outstanding standby fee penalties.			-
TOTAL			1,378,373	1,316,396	\$1,407,043

**2011/2012 BUDGET - EXPENSE ACCOUNTS
EXHIBIT "A"**

EXPENSE	ACCOUNTS	PROJECTED BUDGET				STAFF NOTES
		FY2009/10 Actual Expenditures	FY2010/11 Approved Budget	FY2011/12 Draft Budget		
54102	OPERATIONS COMPENSATION*	Three field employees with additional overtime and standby hours				projected 0% COLA and 1 step increase merit for all eligible employees. Includes standby and OT (\$30,000). 1 vacancy not funded in this budget
54103	UNIFORMS	Shoes \$450, Uniform Lease Service \$1700, jackets \$375	\$ 110,974 \$	\$ 200,000 \$	\$ 145,000 \$	
54105	VERIZON-TELEMETRY	220 X 12 months-36 month fixed lease	\$ 1,939 \$	\$ 2,650 \$	\$ 2,525 \$	
54106	VEHICLE/TRACTOR/EQUIP EXPENSE*	Includes new tires for fleet, routine maintenance, large equipment repairs, vehicle decals. Fuel tank vapor compliance testing \$500	\$ 3,040 \$	\$ 4,500 \$	\$ 2,640 \$	Inactive lines have been removed from billing
54107	VEHICLE EXPENSE- FUEL	Projections based on prior 7 month trend	\$ 8,905 \$	\$ 9,000 \$	\$ 9,000 \$	
54109	FIELD MATERIAL & SUPPLIES*	All materials and supplies used in the maintenance of the water distribution system, safety/traffic control and small tools.	\$ 19,564 \$	\$ 20,000 \$	\$ 18,000 \$	Fuel usage down w/ 1 vacancy
54111	WATER TESTING	BacT \$2200, Nitrates all wells '12 \$280, General Phy at SS and Wells \$900, Pb/Cu testing cycle in 2011/12 \$0, T22 \$0, GA/Ur \$1120, contingency	\$ 64,233 \$	\$ 25,000 \$	\$ 25,000 \$	
54112	ENGINEERING	Engineering consultant services	\$ 5,178 \$	\$ 9,000 \$	\$ 5,000 \$	Some costs moved to Bulk 55001
54114	SYSTEM REPAIRS (NON-OPERATING EXPENSE)	Routine repairs/maintenance for wells, pumps, boosters, pressure reducing stations, reservoirs, pipelines, airvac valves, etc.	\$ 1,500 \$	\$ 50,000 \$	\$ 52,000 \$	Chief Engineer Krieger and drafting assistance Drodz
54115	BUILDING REPAIR AND MAINT	Trash \$900, Security \$500, Shop Sec. \$480, Fire extinguisher maintenance \$600, Miscellaneous repairs \$2000, cleaning service \$2200, Security upgrades to office building \$5000	\$ 4,004 \$	\$ 30,000 \$	\$ 25,000 \$	some costs moved to Bulk 55002
54117	AMES BASIN MONITORING	MWA to take over program	\$ 11,830 \$	\$ 8,680 \$	\$ 11,680 \$	Increases to all line items. Increased building maintenance for needed improvements such as additional security.
54119	COMMUNICATIONS EXP	AT&T Cell phones	\$ 10,875 \$	\$ 9,500 \$	\$ -	If Ames/Reche MOU signed, MWA will take over basinwide monitoring.
54121	DISINFECTION EXPENSE	Chlorine \$3500, Misc \$500	\$ 3,110 \$	\$ 2,150 \$	\$ 1,680 \$	3 field employees, 1 on-call phone, 1 vacant position
54125	POWER WELLS & BOOSTER	Based on prior 12 months usage	\$ 4,523 \$	\$ 4,000 \$	\$ 4,000 \$	
54130	OTHER OPER EXPENSES	Dump charges \$500, misc petty cash \$500, misc. visa expenses \$500, SWRCB \$400, bee service \$650, DPH (DHS) - \$8000, LAFCO 2011-2012 Budget Allocation thru. Co of SB Treasurer \$500, BLM rent for ID 1 system \$3200, AQMD \$250, AWAC \$2500	\$ 57,307 \$	\$ 67,000 \$	\$ 59,570 \$	5% decrease for Year 2011, 7% increase Jan. 2012. Some power costs moved to Bulk 55001
55001	BULK PUMPING PLANT EXPENSE	3% of telemetry expense \$85, JV Well 10 power plus 3% of all other power expense \$7450, sampling for bacti, Gen. Phy., Plate Count and contingency \$1400	\$ 14,309 \$	\$ 10,800 \$	\$ 17,000 \$	DPH based on actual billings 2010/11, BLM BHM rent increases imposed. Increase AWAC for Landers Elem. School Water Conservation Awareness program and Workshops.
55002	BULK OPERATIONS AND MAINTENANCE	Routine repairs/maintenance for bulk delivery systems (four locations)	YTD Expense \$8,316	YTD Expense \$1,352	\$ 8,935 \$	FY2010/11 was first year we evaluated costs associated with the Bulk delivery system.
56001	DIRECTORS FEES	Regular Meeting \$7000, Committee Meetings \$3000, Misc. meetings \$2000, Seminars per diem \$3000	\$ 12,792 \$	\$ 15,000 \$	\$ 20,000 \$	Per Diem increased from \$50 to \$100 for Committee and other assignments.
56002	DIRECTOR MEETING EXPENSE	Registration fees for meetings and educational seminars, associated	\$ 5,706 \$	\$ 5,000 \$	\$ 11,000 \$	Based on FY 2010/11 actual
56003	ADMINISTRATION COMP*	Three full time office staff & General Manager				Projected 0% COLA and step merit increases. GM increase approved by BOD 2011 projected to start Jan 2012. 1 Temp. staff assisting during turnover. 20% OT for Exec. Sec.
56005	ADMIN MEETING EXPENSE	Miscellaneous meetings with DWR, MWA, etc.	\$ 216,355 \$	\$ 225,000 \$	\$ 260,000 \$	
56006	CONTRACTUAL SERVICES- AUDITOR	Auditor	\$ 1,128 \$	\$ 1,000 \$	\$ 1,000 \$	
			\$ 28,000 \$	\$ 28,000 \$	\$ 29,418 \$	Auditor yr. 3 of 3 year engagement

**2011/2012 BUDGET - EXPENSE ACCOUNTS
EXHIBIT "A"**

EXPENSE	ACCOUNTS	PROJECTED BUDGET				STAFF NOTES
		FY2009/10 Actual Expenditures	FY2010/11 Approved Budget	FY2011/12 Draft Budget		
56007	CONTRACTUAL SERV- LEGAL					Continued need to obtain major support on general administrative policy, procedure, operational issues as well as Ames/Reche GWMP and CEQA issues and start-up costs with new ally.
56008	PERS	\$ 58,406	\$ 80,000	\$ 80,000		FY2011/12 Employer contribution rate is 11.168% up from 8.861% last FY. Does not include vacant position.
56009	PAYROLL TAXES*	\$ 32,677	\$ 34,675	\$ 40,450		
56011	PHONE, FAX LINES, INTERNET	\$ 9,475	\$ 10,000	\$ 9,375		
56012	MAILING EXPENSE	\$ 5,922	\$ 8,500	\$ 7,420		
56014	CONTRACTUAL SERV- OTHER	\$ 7,440	\$ 8,800	\$ 7,550		Inc. Cristi Bush continuing w/AP & AR training/oversight and Audit prep assistance. Assumes 3 months of CC fees until Official Payments is approved (savings = \$6,750)
56016	PROPERTY/LIABILITY EXPENSE	\$ 37,616	\$ 37,400	\$ 38,660		
56017	WORKERS COMP INS	\$ 31,394	\$ 30,500	\$ 30,000		5% decrease from FY2010/11
56018	DUES & SUBSCRIPTIONS and ANNUAL FEES	\$ 21,131	\$ 15,000	\$ 14,500		5% decrease from FY2010/11, one vacancy
56020	POWER OFFICE & YARDS	\$ 9,286	\$ 8,000	\$ 7,725		
56022	BAD DEBT EXPENSE/WATER RELIEF	\$ 4,805	\$ 5,200	\$ 5,200		
		\$ 9,269	\$ 6,000	\$ 43,000		This is the est. debt to be placed on property taxes as a lien for 2011/2012 tax year
56025	PROPANE	\$ 1,909	\$ 1,500	\$ 1,800		
56030	OFFICE SUPPLIES	\$ 4,877	\$ 4,000	\$ 5,000		
56100	EMPLOYEE BENEFITS INS*	\$ 69,194	\$ 77,500	\$ 70,850		Does not include vacant position
56110	EMPLOYEE EDUCATION	\$ 4,592	\$ 6,000	\$ 3,300		\$2000 staff education, \$1300 GM MPA program
56200	OFFICE EQUIPMENT EXPENSE	\$ 3,146	\$ 3,450	\$ 4,950		
56300	CUSTOMER RELATIONS	\$ 2,747	\$ 3,000	\$ 3,000		
56400	OTHER ADMIN EXPENSES					
		\$ 2,630	\$ 3,000	\$ 3,000		
58100	ELECTION COSTS	\$ 10,490	\$ -	\$ 12,000		Estimated costs
TOTAL EXPENSES		\$ 912,279	\$ 1,068,905	\$ 1,101,228		

* A portion of these expenses are allocated to capitalized projects (main extensions, SL installs).

EXHIBIT "A"

\$1,407,063

Bighorn-Desert View Water Agency

Board of Directors

Terry Burkhart, President
J. Larry Coulombe, Vice President
Michael McBride, Director
David Larson, Director
Judy Corl-Lorono, Director



Agency Office
622 S. Jemez Trail
Yucca Valley, CA 92284-1440

760/364-2315 Phone
760/364-3412 Fax

Marina D West, P.G., General Manager

www.bdvwa.org

A Public Agency

May 27, 2011

Laura H. Welch
County of San Bernardino
Clerk of the Board of Supervisors
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415-0130

Reference: Resignation letter of J. Larry Coulombe, Board of Director of Bighorn-Desert View Water Agency

Dear Ms. Welch:

This letter is to inform the County of San Bernardino that one of our Board of Directors, J. Larry Coulombe, has resigned. Bighorn-Desert View Water Agency received his letter of resignation on May 26, 2011.

Enclosed please find a copy of his resignation letter for your records.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Lyni Tompkins".

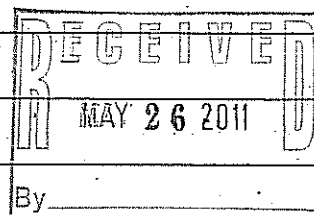
Lyni Tompkins
Executive Secretary/Personnel Administrator
bdvwa@mindspring.com



Enc: J. Larry Coulombe's Letter of Resignation
cc: Karen Irelan, 777 E. Rialto Ave., San Bernardino, CA 92415-1005

I, J. Larry Coulombe, hereby
resign as Director, BDNWA
effective 5-26-11.

J. Larry Coulombe
J. LARRY COULOMBE



GOVERNMENT CODE

SECTION 1750-1752

1750. Resignations shall be in writing, and made as follows:

(a) By the Governor and Lieutenant Governor, to the Legislature, if it is in session; and if not, then to the Secretary of State.

(b) By all officers commissioned by the Governor, to the Governor.

(c) By Senators and Members of the Assembly, to the presiding officers of their respective houses, who shall immediately transmit the resignation to the Governor.

(d) By all officers of a county or judicial district or special district other than an air pollution control district which includes territory in more than one county or a school district, not commissioned by the Governor, to the clerk of the board of supervisors of their respective counties, unless by the terms of the act under which a district is formed appointment to vacancies is made by other than the board of supervisors, in which case the resignation shall be submitted to the appointing body.

(e) By officers of a municipal corporation, to the clerk of the legislative body of their corporation.

(f) By all other appointed officers, to the body or officer that appointed them.

1750.5. The Speaker of the Assembly and the Chairman of the Senate Rules Committee shall immediately inform the Governor in writing whenever a resignation has been made to them, pursuant to subparagraph (f) of Section 1750 of this chapter, from any board or commission having members appointed by the Speaker of the Assembly, the President pro Tempore of the Senate, or the Senate Rules Committee and whenever an appointment has been made by them to any board or commission having members appointed by the Speaker of the Assembly, the President pro Tempore of the Senate, or the Senate Rules Committee.

1751. In all cases not otherwise provided for in this article or elsewhere, a resignation is made by filing the resignation in the

office of the Secretary of State.

1752. (a) Except as provided in subdivision (b), no person elected or appointed to the governing body of any city, county, or district having an elected governing body, shall be appointed to fill any vacancy on that governing body during the term for which he or she was elected or appointed.

(b) With respect to a general law city, if a vacancy in the elected office of mayor occurs, the council may fill that vacancy by appointing a member of the council to the office of mayor. Any person appointed to fill the vacancy shall hold the office of mayor for the unexpired term of the former mayor. Any vacancy created in the membership of a city council as the result of an appointment of a member to the office of mayor shall be filled in accordance with Section 36512.

**BIGHORN DESERT VIEW WATER AGENCY
AGENDA ITEM SUBMITTAL**

Meeting Date: May 31, 2011

To: Board of Directors

Budgeted: No

Budgeted Amount: \$0

Cost: approx. max. \$25,000 for election

Funding Source: unknown

From: Marina D. West

General Counsel Approval: N/A

CEQA Compliance: N/A

Subject: Process for Filling Vacant Board Seat

SUMMARY

Director Coulombe resigned from the Agency Board of Directors effective May 26, 2011. The vacancy is filled according to the procedure set forth in Government Code Section 1780.

Government Code Section 1780 gives the Board 60-days to make its decision.

RECOMMENDATION

That the Board take the following action:

1. Direct staff on one of the following procedures for filling a vacancy on the Board of Directors within sixty (60) days of the date notified of the resignation;
 - a. Direct staff to call for an election; OR
 - b. Determine to fill the vacancy by appointment; OR
 - c. Do nothing, thereby leaving decision to San Bernardino County Board of Supervisors, either to appoint or to order the agency to call an election, within ninety (90) days of the date on the notice of resignation.

BACKGROUND/ANALYSIS

The process for filling a vacancy on the Board of Directors is outlined in Government Code section 1780, which states that the Board can fill by appointment, call for an election or do nothing. In either event, the Board must make a decision within 60 days of the date on which the Agency was notified. The effective date of resignation is May 26, 2011. Sixty days thereafter falls on July 25, 2010.

"Do Nothing":

The "do nothing" option results in the decision about which process to follow being forfeited to the Board of Supervisors. Should the Board not take action within 60 days of the resignation, then the Board of Supervisors has 90 days from the date of resignation to either

appoint a person to fill the vacancy or order the Agency to call an election. If the County Board takes no action, the Agency Board must thereafter call an election. That election would be held November 8, 2011.

Call for Election:

A candidate selected mid-term for a vacancy filled by (a call for) election shall hold office for the unexpired balance of the term of office. In this case the election would be called on November 8th, 2011 with the term then expiring in 2013. There would be no additional cost for the called election as the Agency is already scheduled to have the November 2011 general election.

Appointment to Vacancy:

Filling the vacancy by appointment is the final choice. Should the Board decide that it should proceed with an appointment then staff recommends the following course of action be taken:

- Post a "Notice of Vacancy of Directorship" at the Agency routine posting locations
 - Accept applications from interested members of the community with the Board Secretary verifying candidate requirements such as residency and voter registration.
- Final candidate selection following oral interviews at a full Board meeting prior to the July 25, 2011 deadline.

A candidate appointed by the remaining Board shall hold office until the next general election which is scheduled for November 8, 2011. Following the November 2011 general election it is the officially elected candidate, not necessarily the appointed director, that then fills the remainder of the original term of office unto 2013.

If no applications are submitted or the Board fails to reach a majority decision on the appointment of one particular candidate then the Board can revert back to the other two choices as long as its decision is made by the July 25, 2011 deadline. In order to prevent any misunderstanding, under the appointment option, it is the Board's sole discretion as to whether a candidate is appointed or not. In other words, if only one candidate applies the Board still has to cast a majority vote for that person to actually be appointed.

Attached is a copy of Government Code Section 1750-1752 and 1770-1782.

PRIOR RELEVANT BOARD ACTION(S)

none

GOVERNMENT CODE

SECTION 1770-1782

1770. An office becomes vacant on the happening of any of the following events before the expiration of the term:

(a) The death of the incumbent.

(b) An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his or her office for the remainder of his or her term. This subdivision shall not apply to offices created by the California Constitution nor to federal or state legislators.

(c) His or her resignation.

(d) His or her removal from office.

(e) His or her ceasing to be an inhabitant of the state, or if the office be local and one for which local residence is required by law, of the district, county, or city for which the officer was chosen or appointed, or within which the duties of his or her office are required to be discharged.

(f) His or her absence from the state without the permission required by law beyond the period allowed by law.

(g) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.

(h) His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For the purposes of this subdivision, "trial court judgment" means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict, or finding.

(i) His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

(j) The decision of a competent tribunal-declaring void his or her election or appointment.

(k) The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.

(l) His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that event the office shall not be deemed vacant until the order of commitment has become final.

1770.1. The disqualification from holding office upon conviction, as provided in Section 1021, or the forfeiture of office upon conviction, as provided in subdivision (h) of Section 1770 and Section 3000, is neither stayed by the initiation of an appeal from the conviction, nor set aside by the successful prosecuting of an appeal from the conviction by the person suffering the conviction.

1770.2. Upon the entry of a plea of guilty, the entry of a plea of nolo contendere, or the rendering of a verdict of a guilty either by a jury or by the court sitting without a jury of a public offense, the conviction of which would invoke the provisions of Section 1021, subdivision (h) of Section 1770, or Section 3000, the person found

guilty shall not assume the office for which the person is otherwise qualified or shall be suspended immediately from the office the person then holds. During the time of inability to assume an office or of suspension from office, the person shall not be entitled to receive the emoluments of the office, including, but not limited to, the exercise of the powers of the office, the rights to be seated in the office, and the compensation, including benefits, prescribed for the office.

In the event the trial court sets aside or otherwise nullifies the plea or verdict before the trial court judgment is entered, the inability to assume office or the suspension from holding office shall be lifted, and the person suspended from office shall be restored to office with its emoluments, including those that would have otherwise accrued during the suspension, excluding, however, interest on any monetary payment.

1771. When an officer is removed, declared insane, or convicted of a felony or offense involving a violation of his official duty, or when his election or appointment is declared void, the body or person before whom the proceedings are had shall give notice thereof to the officer empowered to fill the vacancy.

1772. When any office becomes vacant and no mode is provided by law for filling the vacancy, the Governor shall fill the vacancy by granting a commission, to expire at the end of the next session of the Legislature or at the next election by the people.

1773. When a vacancy occurs in the office of Representative to Congress, or in either house of the Legislature, the Governor shall within 14 calendar days after the occurrence of the vacancy issue a writ of election to fill the vacancy; provided, that when such vacancy occurs in a congressional office after the close of the nomination period in the final year of the term of office, a special election may be held, at the Governor's discretion; and provided, further, that when a vacancy occurs in a legislative office after the close of the nomination period in the final year of the term of office, no special election shall be held.

The Governor shall issue the election proclamation under his hand and the Great Seal of the state, and transmit copies to the board of supervisors of the counties in which the election is to be held.

1773.5. In addition to any other applicable provision of law, a vacancy occurs in the office of Representative in Congress in the event of his or her disappearance, as defined in subdivision (c) of Section 10731 of the Elections Code.

1774. (a) When an office, the appointment to which is vested in the Governor and Senate, either becomes vacant or the term of the incumbent thereof expires, the Governor may appoint a person to the office or reappoint the incumbent after the expiration of the term. Until Senate confirmation of the person appointed or reappointed, that person serves at the pleasure of the Governor. If the term of office of an incumbent subject to this section expires, the Governor shall have 60 days after the expiration date to reappoint the incumbent. If the incumbent is not reappointed within the 60-day period, the office shall be deemed to be vacant as of the first day following the end of the 60-day period.

(b) With respect to the appointment or reappointment by the Governor of a person to an office subject to confirmation by the Senate, the Governor shall submit the name of the person appointed, or the name of the incumbent reappointed, and the effective date of the appointment or reappointment to the Senate or, if the Senate is in recess or has adjourned, to the Secretary of the Senate, within 60 days after the person first began performing the duties of the office, or, as to the reappointment of an incumbent, within 90 days after the expiration date of the term. If the Governor does not provide the required notification within 60 days after the person first began performing the duties of the office, or, as to the reappointment of an incumbent to an office after the expiration date of the term, within 90 days after the expiration of the term, the office shall be deemed to be vacant as of the first day immediately following the end of the applicable period.

(c) If the Senate either refuses to confirm, or fails to confirm within 365 days after the day the person first began performing the

duties of the office, or, with respect to an incumbent whose appointment to that office previously had been confirmed by the Senate and who is reappointed to that office, within 365 days after the expiration date of the term, the following shall apply:

(1) If the Senate refuses to confirm, the person may continue to serve in that office until 60 days have elapsed since the refusal to confirm or until 365 days have elapsed since the person first began performing the duties of the office, whichever occurs first, or with respect to an incumbent whose appointment to that office previously had been confirmed by the Senate and who is reappointed to that office, until 60 days have elapsed since refusal or until 365 days after the expiration date of the prior term, and the office for which the appointment was made shall be deemed to be vacant as of the first day immediately following the end of the applicable period.

(2) If the Senate fails to confirm within the applicable 365-day period, the person may not continue to serve in that office, and the office for which the appointment was made shall be deemed to be vacant as of the first day immediately following the end of the 365-day period.

1774.1. Notwithstanding any other provision of law, whenever the appointment by the Governor of a person to a public office is subject to confirmation by the Senate, and the Senate confirms the appointment within the applicable period described in Section 1774, and the term of office is at the pleasure of the Governor, such confirmation shall be deemed the last act necessary for appointment and the Governor shall not be required to issue another commission to complete the act of appointment.

1774.2. (a) For any person whose term of office expires prior to Senate confirmation and who is reappointed to that office, the time served prior to, as well as subsequent to, the expiration date of the prior term shall be counted for purposes of Section 1774.

(b) For any person who resigns an office prior to Senate confirmation and who is reappointed to that office at any time within 365 days of the resignation, the time served prior to, as well as subsequent to, the resignation shall be counted for purposes of

Section 1774.

(c) The subsequent appointment of a person to an office 365 days or more after the date the person last served in that office shall be considered a new appointment, and not a reappointment, for purposes of Section 1774.

1774.3. With respect to any body or entity having more than one member, including, but not limited to, a board, commission, or committee, "office" includes every position on the body or entity, regardless of qualifications, expiration date of the term, or duties and responsibilities of the position.

1774.5. Notwithstanding any other provisions of law, no person holding an office which is deemed to be vacant pursuant to Section 1774 may, after the time the office has been deemed to be vacant pursuant to those provisions, continue to discharge the duties of the office, and no warrant shall be drawn by the Controller for the payment of any salary or expenses of that person attributable to the discharge of the duties of the office after that time. In addition, the Governor shall not reappoint the person to the same office for a period of 365 days after the time the office has been deemed to be vacant.

1774.7. (a) Sections 1774, 1774.2, 1774.3, and 1774.5 shall apply to any person appointed, or reappointed, prior to, or on or after, January 1, 1981, except as follows:

(1) With respect to any person appointed prior to January 1, 1981, the 365-day period specified in Section 1774 shall not commence to run until January 1, 1981.

(2) With respect to the term of office of an incumbent which expires during the period from the first Monday after January 1 of the year a newly elected Governor takes office for the first time, until January 31 of that year, inclusive, the 60-day period specified in subdivision (a) of Section 1774 and the 90-day period specified in subdivision (b) of Section 1774 shall not commence to run until February 1 of that year.

(b) It is the intent of the Legislature that Sections 1774,

1774.2, 1774.3, and 1774.5 shall prevail over any contrary special or general provision of this code, any other code, or any uncodified statute of this state. These sections shall be construed as superseded by another statute only if that statute specifically provides that these sections shall not apply and expressly refers to the numbers of the sections superseded.

1775. Whenever there is a vacancy in the office of the Superintendent of Public Instruction, the Lieutenant Governor, Secretary of State, Controller, Treasurer, or Attorney General, or on the State Board of Equalization, the Governor shall nominate a person to fill the vacancy who shall take office upon confirmation by a majority of the membership of the Senate and a majority of the membership of the Assembly and who shall hold office for the balance of the unexpired term. In the event the nominee is neither confirmed nor refused confirmation by both the Senate and the Assembly within 90 days of the submission of the nomination, the nominee shall take office as if he or she had been confirmed by a majority of the Senate and Assembly; provided, that if such 90-day period ends during a recess of the Legislature, the period shall be extended until the sixth day following the day on which the Legislature reconvenes.

After a vacancy has occurred in an office specified in this section and prior to the time such vacancy is filled as provided in this section, the chief deputy to the above constitutional officers shall discharge the duties of the office.

1776. Except as otherwise provided in the Constitution, when a person is appointed by the Governor, or by the Governor by and with the advice and consent of the Senate, either to fill a vacancy in any office or to fill an office when the appointment is not made until after the expiration of the preceding term, the appointee holds office only for the balance of the unexpired term as provided by the law creating the office.

1777. After filing his official oath and bond, any person elected or appointed to fill a vacancy possesses all the rights and powers and is subject to all the liabilities, duties, and obligations of the

officer whose vacancy he fills.

1778. A vacancy in any appointive office on the governing board of a special district shall be filled by appointment by the board of supervisors of the county in which the larger portion of the district is located unless, by the terms of the act under which the district is formed, another method of appointment is expressly provided.

1779. A vacancy on any appointed governing board of a special district shall be filled by the appointing authority within 90 days immediately subsequent to its occurrence. If no action is taken for a period of 90 days immediately subsequent to a vacancy on such a board, the board of supervisors of the county in which the larger portion of the district is located shall have authority to fill the vacancy by appointment.

1780. (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled as provided in this section. The district shall notify the county elections official of the vacancy no later than 15 days following either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The remaining district board members may fill the vacancy by appointment. The person appointed shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall fill the balance of the unexpired term. If the term of office is due to expire following the next general district election and that election is scheduled 130 or more days after the date the county elections official is notified of the vacancy, the person appointed to the vacancy shall fill the balance of the unexpired term of his or her predecessor. Appointments pursuant to this subdivision shall be made within a period of 60 days immediately subsequent to either the date on which the district board is notified of the vacancy or the

effective date of the vacancy, whichever is later, and a notice of the vacancy shall be posted in three or more conspicuous places in the district at least 15 days before the appointment is made. The county elections official shall be notified of the appointment no later than 15 days after the appointment. In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy. The election shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(b) If the vacancy is not filled by the district board as specified, or if the board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or county supervisors may order the district to call an election to fill the vacancy. The election shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(c) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, the district shall call an election to fill the vacancy. The election shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(2) If the number of remaining members of the board falls below a quorum, at the request of the district secretary, or a remaining board member, the board of supervisors or the city council may waive the 60-day period provided in subdivision (a) and appoint immediately to fill the vacancy as provided in subdivision (a), or may call an election to fill the vacancy. The election shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

The board of supervisors or the city council shall only fill enough vacancies to provide the board with a quorum.

(d) Persons appointed to fill a vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the county elections official is notified of the vacancy and thereafter until the person elected at that election to fill the vacancy has been qualified, but persons elected to fill a vacancy shall hold office for the unexpired balance of the term of office.

1781. The provisions of Section 1780 shall not apply to a school district, a district organized pursuant to Division 6 (commencing with Section 11501) of the Public Utilities Code, or a district subject to the provisions of Chapter 5 (commencing with Section 22825) of Part 5 of Division 11 of the Water Code.

1782. Notwithstanding any other provision of the law, whenever a vacancy occurs on a state board or commission, or a seat on a board or commission is abolished by statute, the board or commission shall notify the appropriate appointing authority of this occurrence and the appropriate appointing authority shall notify the person occupying the vacated or abolished seat that the person may no longer serve on the board or commission. Except as provided in Section 1774, the person occupying the vacated or abolished seat on the board or commission shall continue to serve until notified by the appropriate appointing authority.

Bighorn-Desert View Water Agency

Board of Directors

Terry Burkhart, President
Michael McBride, Director
David Larson, Director
Judy Corl-Lorono, Director
Director Vacancy



Agency Office
622 S. Jemez Trail
Yucca Valley, CA 92284-1440

760/364-2315 Phone
760/364-3412 Fax

Marina D West, P.G., General Manager
Lyni Tompkins, Executive Secretary

A Public Agency

www.bdvwa.org

APPLICATION FOR APPOINTMENT TO THE BOARD OF DIRECTORS OF THE BIGHORN-DESERT VIEW WATER AGENCY

(Deadline for consideration is noon, June XX, 2011)

Name: _____ Contact Phone Number: _____

Home Address: _____

Registered Voter Residing Within Agency Boundaries: ☐ Yes ☐ No

Please state your reasons for wanting to become a Director of the Agency:

List any community activities:

Signature: _____ Date: _____

Please return completed application to the Executive Secretary at the Agency address, provided above

