

Arrowbear Park County Water District

REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

DATE: Jan. 18, 2024

TIME: 6:30 p.m. Open Session

APCWD BOARD OF DIRECTORS
P.O. Box 4045
Arrowbear Lake, CA 92382-4045

POSTING: This agenda was
posted prior to 5:00 p.m. on
January 12, 2024 per Policy #5020.40

MEETING LOCATION

Arrowbear Park County Water District Office
2365 Fir Drive
Arrowbear Lake, CA 92382

OPEN SESSION

- A. CALL TO ORDER – Mark Bunyea, President
- B. PLEDGE OF ALLEGIANCE TO THE FLAG
- C. AGENDA POSTING CERTIFICATION
- D. ROLL CALL
- E. PUBLIC COMMENT

This portion of the agenda is reserved for the public to discuss matters of interest, within the District's jurisdiction, which are *not on the agenda*. For public comment on items not on the agenda, no action may be taken by the Board, except to refer the matter to staff and/or place it on a future agenda. It is in the best interest of the person speaking to the Board to be concise and to the point. *A time limit of five minutes per individual will be allowed.* Visitors are reminded to please refrain from making comments or talking amongst themselves while the meeting is in progress. Public comments may be made when a Discussion/Action Item is being discussed, provided the visitor raises their hand *and* are recognized by the President.

- F. CONSENT AGENDA

The following consent items are expected to be routine and non-controversial and will be acted on at one time without discussion, unless an item is withdrawn by a Board member for questions or discussion. Any person wishing to speak on the Consent or Open agenda may do so by raising their hand and being recognized by the President.

- A) Minutes of Regular Meeting, December 21, 2023.
- B) Summary of Bank Balances / Income & Expense Summary.
- C) Expense & Budget Reports.
- D) Vacation and Sick Leave Balances.

- G. STAFF REPORTS

- A) Water & Sewer Field Operations Supervisor Weber
 - 1. Monthly Report

- B) Chief Lindley
 - 1. Calls for the previous month.
- C) General Manager Magaña
 - 1. Administrative Highlights.

Excuse Staff not needed for Action Items

H. DISCUSSION / ACTION ITEMS

A) Board

- 1. Presentation of FY 2022-2023 Audit by the auditors of Halliday & Co. Discussion with motion to accept FY 2022-2023 Audit. The full, FY 2022-2023 Audit is available, for review, in PDF format online at arrowbearwater.org or in print format at the District Office.

Staff Recommendation: Approve Motion

Excuse Halliday & Co. audit staff.

- 2. Annual election of Board Officers for the Arrowbear Park County Water District. Call for nominations by way of motion for Officers of the Board for 2024 (President and Vice-President).
- 3. Motion to appoint Caroline Rimmer as Secretary to the Board of Directors for 2024.
- 4. Discussion with motion to approve Resolution 2024-01-18 appointing Secretary Rimmer, Field Operations Supervisor Weber, and the President of the Board appointing two Board Members as signers on District bank accounts.
- 5. Discussion with motion as needed to amend Policy 5010.10, time and frequency of Regular Board Meetings.
- 6. Discussion with motion to affirm regular Board Meeting days and times for 2024.

B) Fire Department

- 1. Discussion with motion to approve the Fire Chief pursuing the following Grants for the Fire Department:
 - FEMA; Assist the Firefighter Grant (AFG) ≤ \$25,000
 - FEMA: Staffing for Adequate Fire and Emergency Response Grant (SAFER) ≤ \$25,000
 - CalFire: Volunteer Fire Capacity Grant (50/50 Grant) ≤ \$10,000
 - San Manual: CARES Grant ≤ \$100,000
 - OTS: Office of Traffic Safety Grant ≤ \$25,000
 - California Fire Foundation: Wildland Fire Grants ≤ \$25,000
 - Firehouse Subs: Public Safety Grant ≤ \$25,000
 - Leary Fire Foundation Grant ≤ \$25,000Staff Recommendation: Approve Amendment.
- 2. Discussion with motion to approve the Agreement between Arrowbear Lake Fire Department and San Bernardino County Information Technology Division regarding 800 MHz Radios for Mutual Aid incidents with Running Springs Fire Department and San Bernardino County Fire Department.
Staff Recommendation: Approve Agreement.

I. ADJOURN REGULAR MEETING

J. OPEN THE ANNUAL MEETING OF THE FINANCE CORPORATION

a. Board

- i. Motion to appoint newly sustained Officers of Board to the same positions for the Financing Corporation for the year 2024.

K. ADJOURN THE ANNUAL MEETING OF THE FINANCE CORPORATION

L. RE-OPEN THE REGULAR MEETING

M. ANNOUNCEMENTS / REPORTS

A) President

B) Board Members

C) Staff

Statement of Economic Interest (Form 700) needs to be completed and turned in by the March Board meeting. Included in Board Packets.

The next Regular Board Meeting will be February 15, 2024 at 6:30 p.m.

N. ADJOURNMENT

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Caroline Rimmer, Board Secretary at (909) 867-2704 at least 48 hours before the meeting, if possible. Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 2365 Fir Dr., Arrowbear Lake, during normal business hours.

NOT APPROVED

**Arrowbear Park County Water District
Regular Meeting
December 21, 2023
6:30 PM**

The regular meeting of the Board of Directors of Arrowbear Park County Water District was held December 21, 2023, at the District office located at 2365 Fir Drive, Arrowbear Lake, California.

Directors in attendance:

President Mark Bunyea
Vice-President Sheila Wymer
Director Paul Miller
Director Seth Burt
Director Craig Carpenter

Directors who were absent:

Also present were the following:

General Manager Magaña
Secretary Rimmer
Field Operations Supervisor Weber
Chief Lindley

Visitors present:

B. Burt	O. Rendelman	R. Rimmer
C. Miller	L. Gregory	A. Underwood
T. Fernandez	L. Stinson	W. Whisner
M. Whisner	K. Weber	

Open Session

President Bunyea called the meeting to order. Director Miller led the recitation of the Pledge of Allegiance. President Bunyea certified the posting of the agenda. President Bunyea performed a roll call, Directors that were present: Directors Miller, Carpenter, Bunyea, Wymer, and Burt. Directors that were absent: None

Public Comments:

Ouida Rendelman wished everyone a Merry Christmas.

Approval of Consent Agenda:

Director Carpenter made a motion to accept the consent agenda, second was by Director Miller. Motion passed by unanimous vote.

Ayes: Miller, Carpenter, Bunyea, Wymer, and Burt

Nays: None

Abstain: None

Absent: None

Staff Reports:

- A) Field Operations Supervisor Weber reported on the monthly maintenance issues for the month of November and that the District received the surplus equipment from Bacon Wagner.
- B) Chief Lindley reviewed the calls for the month of November and reviewed new staff coming to the department.

- C) General Manager Magaña reported that the Auditors will be presenting the Audit for FY 2022/2023 at the January 18, 2024 Board Meeting and informed the Board of the USDA Grant he was attempting to obtain.

Discussion / Action Items:

A) Fire Department

1. There was a discussion and a motion to approve an amendment to Cal Fire's Dispatch Contract adding the Brush Engine 271 to the Tablet Command Contract. Motion was made to approve an amendment to Cal Fire's Dispatch Contract adding the Brush Engine 271 to the Tablet Command Contract and was made by Vice President Wymer, seconded by Director Miller, and approved by a unanimous vote.

Ayes: Miller, Carpenter, Bunyea, Wymer, and Burt

Nays: None

Abstain: None

Absent: None

2. There was a discussion and a motion to approve the new Fire Department vehicle decal design with no date at the bottom of the decal. Motion was made to approve the new Fire Department vehicle decal design with no date at the bottom of the decal and was made by Director Burt, seconded by Vice President Wymer, and approved by a unanimous vote.

Ayes: Miller, Carpenter, Bunyea, Wymer, and Burt

Nays: None

Abstain: None

Absent: None

Announcements:

- A) The President thanked the Board for their service.
- B) Vice President Wymer and Directors Miller, Burt, and Carpenter thanked Staff for the work during the General Manager transition.
- C) General Manager Magaña thanked the Staff for their assistance throughout the year.

The next Regular Board Meeting will be January 18, 2024, at 6:30 PM.

Adjournment of Open Meeting

There being no further business, President Bunyea adjourned the meeting at 7:16 PM.

Jeffrey M. Bunyea, President

Caroline V. Rimmer, Secretary

SUMMARY OF BANK BALANCES

12/1/2023 to 12/31/2023

	GENERAL ACCOUNTS	RESTRICTED ACCOUNTS
	First Foundation Bank	CALPers OPERB
Account Beginning Balance	\$ 142,364.15	\$ 22,956.97
Total Cleared Deposits - 50	\$ 282,826.71	
Total Cleared Checks/Debits - 73	\$ (204,155.43)	
Interest earned (Investment Loss)	\$ 5.58	
Service Charge(s)	\$ -	
Ending Balance	\$ 221,041.01	\$ 22,956.97
Investment Accounts	LAIF GENERAL	CEPPT
Beginning Balance	\$ 678,835.25	\$ 38,810.88
Quarterly Interest		
Service Charge(s)		
Transfer From/To General Checking Account	\$ -	
Ending Balance	\$ 678,835.25	\$ 38,810.88
TOTALS	\$ 899,876.26	\$ 61,767.85

SUMMARY OF INCOME & EXPENSES

	December 2023	YEAR TO DATE	BUDGET	REMAINING	%
TOTAL INCOME	\$ 278,811.93	\$ 878,121.93	\$1,465,800.00	\$ 587,678.07	59.91%
TOTAL OPERATING EXPENSES	\$ 143,083.30	\$ 928,329.16	\$1,363,958.05	\$ 435,628.89	68.06%
NET SURPLUS / (DEFICIT)	\$ 135,728.63	\$ (50,207.23)	\$ 101,841.95	\$ 152,049.18	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

Vendor Name	Description	Expenses	
2 Hot Activewear	Uniform - R. Malloy	375.00	
		<u>375.00</u>	Transaction Total
Total 2 Hot Activewear		375.00	
Action Auto Repair	Smog - Escape	62.75	
	Smog - F-250	62.75	
	Smog - Ranger	62.75	
	Winter tires	102.16	
		<u>290.41</u>	Transaction Total
Total Action Auto Repair		290.41	
Albertsons	Board Mtg	49.97	
		<u>49.97</u>	Transaction Total
Total Albertsons		49.97	
All Star Fire Equipment, Inc.	3 Turnouts	3,979.21	
		<u>3,979.21</u>	Transaction Total
Total All Star Fire Equipment, Inc.		3,979.21	
Amazon	Office Supplies	162.20	
		<u>162.20</u>	Transaction Total
Total Amazon		162.20	
Apple Valley Town & Country Tire,...	Vehicle Maintenance - FD	734.49	
		<u>734.49</u>	Transaction Total
Total Apple Valley Town & Countr...		734.49	
ATT	FD	23.49	
		<u>23.49</u>	Transaction Total
Total ATT		23.49	
B-Line	Water Pump	3,471.71	
		<u>3,471.71</u>	Transaction Total
Total B-Line		3,471.71	
Bacon Wagner Excavating, Inc.	Purchase of Surplus from Business	17,200.00	
	Tools	12,050.00	
		<u>29,250.00</u>	Transaction Total

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

Vendor Name	Description	Expenses	
Total Bacon Wagner Excavating, I...		29,250.00	
Blake Matthews	11/26/23 - 12/09/23 (3) Hard Shifts	312.50	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	250.00	
		562.50	Transaction Total
Total Blake Matthews		562.50	
CalPERS	11/22/23 - 12/05/23 PERS	1,401.62	
	12/06/23 - 12/19/23 PERS	1,401.62	
	CalPERS Retro Pay	46.32	
		2,849.56	Transaction Total
Total CalPERS		2,849.56	
CalPERS Health Ins	December 2023 Health Premium	12,203.30	
		12,203.30	Transaction Total
Total CalPERS Health Ins		12,203.30	
Carhartt	Safety Equipment - DO	770.37	
		770.37	Transaction Total
Total Carhartt		770.37	
Charter Cable	Dec 2023 Cable - DO	177.96	
	Dec 2023 Cable FD	149.98	
		327.94	Transaction Total
Total Charter Cable		327.94	
Chevron - Hesperia	Fuel - FD	75.02	
		75.02	Transaction Total
Total Chevron - Hesperia		75.02	
Clinical Laboratory of SB Inc	Nov 2023 Water Testing	317.00	
		317.00	Transaction Total
Total Clinical Laboratory of SB Inc		317.00	
Costco	Board	403.66	
		403.66	Transaction Total
Total Costco		403.66	
County of San Bernardino	Trash	120.48	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

Vendor Name	Description	Expenses	
	Trash - DO	13.54	
	Trash Disposal - DO	<u>37.17</u>	
		171.19	Transaction Total
Total County of San Bernardino		171.19	
Cross Connections Emergency Ser...	Radios - FD	<u>2,975.66</u>	
		2,975.66	Transaction Total
Total Cross Connections Emergen...		2,975.66	
Customer Returned Transactions	Returned CC Chgs #0212	<u>0.00</u>	
		0.00	Transaction Total
Total Customer Returned Transact...		0.00	
De Lage Landen Financial Services...	Copier Lease	<u>65.61</u>	
		65.61	Transaction Total
Total De Lage Landen Financial Se...		65.61	
Diane Waters	11/26/23 - 12/09/23 (2) Hard Shifts	100.00	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	<u>100.00</u>	
		200.00	Transaction Total
Total Diane Waters		200.00	
DMV Renewal	Engine FD	<u>25.53</u>	
		25.53	Transaction Total
Total DMV Renewal		25.53	
Engineering Resources of So. Calif...	Highway Project	<u>9,292.50</u>	
		9,292.50	Transaction Total
Total Engineering Resources of So...		9,292.50	
Eric Gomez	Notary Fees - Acct. #0112	<u>15.00</u>	
		15.00	Transaction Total
Total Eric Gomez		15.00	
Fire Hose Direct	Engine - FD	<u>624.95</u>	
		624.95	Transaction Total
Total Fire Hose Direct		624.95	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

Vendor Name	Description	Expenses	
Freddie Rodriguez, Jr.	11/12/23 - 11/25/23 (2) Hard Shifts	250.00	
	11/26/23 - 12/09/23 (2) Hard Shifts	300.00	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	300.00	
		850.00	Transaction Total
Total Freddie Rodriguez, Jr.		850.00	
Frontier Communications	Dec 2023 Warehouse Phone	117.79	
		117.79	Transaction Total
Total Frontier Communications		117.79	
Godaddycom	Website - FD	191.76	
	Website FD	95.88	
		287.64	Transaction Total
Total Godaddycom		287.64	
Halliday & Company, CPA's	Audit	4,040.00	
		4,040.00	Transaction Total
Total Halliday & Company, CPA's		4,040.00	
Heartland PR Co	12/27/23 PR	145.48	
	PR 12/13/23	305.73	
		451.21	Transaction Total
Total Heartland PR Co		451.21	
Iconix Waterworks Inc	Repairs	156.84	
		156.84	Transaction Total
Total Iconix Waterworks Inc		156.84	
Invoice Cloud	Dec 2023 CC Processing Chgs - Invoice Cloud	192.80	
		192.80	Transaction Total
Total Invoice Cloud		192.80	
Joseph Carpenter	11/12/23 - 11/25/23 (2) Hard Shifts	100.00	
	11/26/23 - 12/09/23 (2) Hard Shifts	100.00	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	100.00	
		300.00	Transaction Total
Total Joseph Carpenter		300.00	
Josue Macuil	11/26/23 - 12/09/23 (1) Hard Shift	150.00	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

Vendor Name	Description	Expenses	
		150.00	Transaction Total
Total Josue Macuil		150.00	
Kaitlin Sanchez	11/26/23 - 12/09/23 (2) Hard Shifts	200.00	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	200.00	
		400.00	Transaction Total
Total Kaitlin Sanchez		400.00	
Keith Ortiz	11/26/23 - 12/09/23 (1) Avail Shift	50.00	
		50.00	Transaction Total
Total Keith Ortiz		50.00	
Lloyd Pest Control	Pest Control - FD	80.00	
		80.00	Transaction Total
Total Lloyd Pest Control		80.00	
Logan Stinson	Reimburse for Hep B Vaccine	211.99	
		211.99	Transaction Total
Total Logan Stinson		211.99	
LT Services	Office Cleaning Dec 2023	300.00	
		300.00	Transaction Total
Total LT Services		300.00	
Managsorn Mekchai	11/26/23 - 12/09/23 (2) Hard Shifts	250.00	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	250.00	
		500.00	Transaction Total
Total Managsorn Mekchai		500.00	
Mark Staggs	Tools	4,340.00	
		4,340.00	Transaction Total
Total Mark Staggs		4,340.00	
Max Taylor	11/12/23 - 11/25/23 (2) Hard Shifts	200.00	
	FD Coverage 12/10/23 - 12/23/23 (2 Hard Shifts)	400.00	
		600.00	Transaction Total
Total Max Taylor		600.00	
Michaels	Office Supplies	129.62	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

Vendor Name	Description	Expenses	
		129.62	Transaction Total
Total Michaels		129.62	
Nicholas Novelich	11/26/23 - 12/09/23 (4) Hard Shifts	600.00	
	FD Coverage 12/10/23 - 12/23/23 (4 Hard Shifts)	600.00	
	Reimbursement - FD	345.06	
		1,545.06	Transaction Total
Total Nicholas Novelich		1,545.06	
Paya CC Processing	Dec 2023 CC Processing Chgs - Paya	756.80	
		756.80	Transaction Total
Total Paya CC Processing		756.80	
Rick Mesa	11/26/23 - 12/09/23 (1) Avail Shift	50.00	
	FD Coverage 12/10/23 - 12/23/23 (1 Hard, 1 Avail. S...	200.00	
		250.00	Transaction Total
Total Rick Mesa		250.00	
Running Springs Water District	Wastewater Treatment - Dec 2023	30,347.00	
		30,347.00	Transaction Total
Total Running Springs Water District		30,347.00	
SoCal Propane, LLC	Propane - FD	672.98	
		672.98	Transaction Total
Total SoCal Propane, LLC		672.98	
Southern California Edison	Dec 2023 - DO	210.22	
	Dec 2023 - Pumps	3,496.89	
		3,707.11	Transaction Total
Total Southern California Edison		3,707.11	
Starlight Photography	Board Photo	253.80	
		253.80	Transaction Total
Total Starlight Photography		253.80	
State Water Resources Control Bo...	Annual Fees	3,163.38	
		3,163.38	Transaction Total
Total State Water Resources Contr...		3,163.38	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Expenses</u>	
Strobes N More	Engine - FD	890.27	
		<u>890.27</u>	Transaction Total
Total Strobes N More		890.27	
Superior Automotive Warehouse	Port-a-Potty	6.44	
	Vehicle Maintenance - DO	872.21	
		<u>878.65</u>	Transaction Total
Total Superior Automotive Wareho...		878.65	
Tad Marshall DC	Physicals - FD (Gonzalez, Amaya, Hogan, Malloy, Hou...	550.00	
		<u>550.00</u>	Transaction Total
Total Tad Marshall DC		550.00	
Technical Duplicator Services, Inc.	Copier Chg for Copies	36.09	
		<u>36.09</u>	Transaction Total
Total Technical Duplicator Service...		36.09	
The Gas Company	Dec 2023 Gas - DO	249.37	
	Dec 2023 Gas-Cedar	244.08	
		<u>493.45</u>	Transaction Total
Total The Gas Company		493.45	
The Standard Life Insurance Com...	Dec 2023 Dental Premium (less credits - 3 mon. of fo...	89.97	
		<u>89.97</u>	Transaction Total
Total The Standard Life Insurance...		89.97	
Underground Service Alert of So Cal	Dec 2023 Dig Alerts	38.00	
		<u>38.00</u>	Transaction Total
Total Underground Service Alert of...		38.00	
Valero Marketing and Supply	Board Mtg	4.34	
	Fuel DO	65.90	
		<u>70.24</u>	Transaction Total
Total Valero Marketing and Supply		70.24	
Verizon Wireless	Dec 2023 After Hours Phone	84.51	
		<u>84.51</u>	Transaction Total
Total Verizon Wireless		84.51	

Arrowbear Park County Water District

Vendor Activity

From 12/1/2023 Through 12/31/2023

<u>Vendor Name</u>	<u>Description</u>	<u>Expenses</u>	
Village Hardware	Keys	6.44	
	Maintenance Supplies	81.81	
	New Engine - FD	2.86	
	Post-a-Potty	4.30	
		<u>95.41</u>	Transaction Total
Total Village Hardware		95.41	
Wells Fargo Equipment Finance	Fire Engine Lease Payment 2023	48,528.01	
		<u>48,528.01</u>	Transaction Total
Total Wells Fargo Equipment Fina...		48,528.01	
WEX Bank	Dec 2023 Fuel	1,200.50	
		<u>1,200.50</u>	Transaction Total
Total WEX Bank		1,200.50	
Zachary Kim	11/26/23 - 12/09/23 (1) Hard Shift	125.00	

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Water

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4000 Sales And Fees	40,856.46	254,283.42	524,000.00	(269,716.58)	(51.47)%
4010 Sales To Other Agencies	3,659.21	41,526.60	65,000.00	(23,473.40)	(36.11)%
5000 Property Taxes	0.00	0.00	7,800.00	(7,800.00)	(100.00)%
5005 Standby Charges	11,376.39	21,418.09	37,000.00	(15,581.91)	(42.11)%
5010 Interest Income	3.35	7,913.69	3,600.00	4,313.69	119.82%
5015 Late Charge Income	510.90	2,964.69	7,000.00	(4,035.31)	(57.65)%
5020 Grant Income	0.00	0.00	500.00	(500.00)	(100.00)%
5030 Other Adjustment	(405.85)	(403.12)	(500.00)	96.88	(19.38)%
5035 Other Fees Charges	496.39	2,736.96	6,500.00	(3,763.04)	(57.89)%
Total Income Categories	56,496.85	330,440.33	650,900.00	(320,459.67)	(49.23)%
Expense Categories					
6000 Salaries Wages Mgmt	5,076.72	71,295.67	80,777.64	9,481.97	11.74%
6005 Salaries Wages Office Reg	3,872.00	23,460.21	49,660.88	26,200.67	52.76%
6010 Salaries Wages Office Ot	127.38	218.46	858.76	640.30	74.56%
6015 Salaries Wages Field Reg	10,115.04	67,682.99	109,811.04	42,128.05	38.36%
6020 Salaries Wages Field Ot	1,013.61	7,478.88	12,290.22	4,811.34	39.15%
6035 Payroll Taxes	1,658.22	13,077.63	20,066.69	6,989.06	34.83%
6100 Benefits Retirement	1,722.62	10,979.12	19,516.44	8,537.32	43.74%
6105 Benefits Dental Insurance	53.98	2,043.50	4,289.33	2,245.83	52.36%
6110 Benefits Health Ins Active	4,450.32	27,246.35	52,806.06	25,559.71	48.40%
6115 Benefits Health Ins Retired	2,650.19	15,901.14	35,907.69	20,006.55	55.72%
6116 Benefits OPEB	0.00	0.00	9,000.00	9,000.00	100.00%
6118 CEPPT Trust	0.00	0.00	12,000.00	12,000.00	100.00%
6120 Training	0.00	192.47	900.00	707.53	78.61%
6200 Director Fees	1,420.28	4,220.93	8,911.14	4,690.21	52.63%
6205 Director Training Conference	0.00	0.00	120.00	120.00	100.00%
6210 Board Misc	274.78	409.16	240.00	(169.16)	(70.48)%
6300 Prof Svcs Legal	0.00	8,757.72	1,800.00	(6,957.72)	(386.54)%
6305 Prof Svcs Accounting	0.00	0.00	1,680.00	1,680.00	100.00%
6310 Prof Svcs Engineering	0.00	0.00	250.00	250.00	100.00%
6315 Prof Svcs Audit	1,346.67	10,684.67	11,560.00	875.33	7.57%
6320 Prof Svcs Dues Membership Fees	0.00	3,383.66	5,160.00	1,776.34	34.43%
6325 Prof Svcs Bank Fees Charges	707.96	4,333.06	5,920.00	1,586.94	26.81%
6330 Prof Svcs Regulatory Fees	3,163.38	8,114.64	4,400.00	(3,714.64)	(84.42)%
6335 Prof Svcs Testing Lab	317.00	2,911.00	4,500.00	1,589.00	35.31%
6340 Prof Svcs Computer Network	0.00	268.30	1,370.00	1,101.70	80.42%
6345 Prof Svcs Misc	298.47	1,496.01	1,080.00	(416.01)	(38.52)%
6400 Office Supplies	175.09	725.23	720.00	(5.23)	(0.73)%
6405 Office Printing	61.02	512.33	960.00	447.67	46.63%
6410 Office Postage	0.00	2,480.79	4,680.00	2,199.21	46.99%
6415 Office Software Computer	0.00	329.40	240.00	(89.40)	(37.25)%
6420 Office Equipment/Furniture	0.00	0.00	240.00	240.00	100.00%
6425 Office Misc	0.00	0.00	120.00	120.00	100.00%
6500 Insurance Workers Comp	0.00	17,142.53	18,122.92	980.39	5.41%
6505 Insurance Property Liability Vehicle	0.00	18,383.40	24,600.00	6,216.60	25.27%
6600 Vehicle Maintenance	697.58	2,094.65	3,300.00	1,205.35	36.53%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Water

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining	
6605	Vehicle Fuel	558.83	3,584.19	6,600.00	3,015.81	45.69%
6700	Utility Phone Internet	303.16	1,808.36	3,500.00	1,691.64	48.33%
6705	Utility Gas	296.07	667.33	2,880.00	2,212.67	76.83%
6710	Utility Electric Facilities	126.13	604.79	1,080.00	475.21	44.00%
6715	Utility Electric Pumping	2,544.73	18,252.89	30,000.00	11,747.11	39.16%
6720	Utility Security	0.00	439.50	768.00	328.50	42.77%
6800	Operations Routine Maint	0.00	2,314.93	3,000.00	685.07	22.84%
6805	Operations Repairs	156.84	9,024.27	6,500.00	(2,524.27)	(38.83)%
6810	Operations Inspecting/Testing	0.00	204.00	400.00	196.00	49.00%
6815	Operations Facilities	335.65	847.18	1,000.00	152.82	15.28%
6820	Operations Tools Equipment	23,973.03	28,474.74	2,000.00	(26,474.74)	...323.74)%
6825	Operations Uniforms	0.00	562.37	720.00	157.63	21.89%
6830	Operations Safety Equipment	462.22	886.23	900.00	13.77	1.53%
6837	Water Standby Purchase	0.00	2,463.00	2,463.00	0.00	0.00%
	Total Expense Categories	<u>67,958.97</u>	<u>395,957.68</u>	<u>569,669.81</u>	<u>173,712.13</u>	<u>30.49%</u>
	Net Surplus/(Deficit)	(11,462.12)	(65,517.35)	81,230.19	(146,747.54)	

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Sewer

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4000	Sales And Fees	44,007.68	264,071.55	532,000.00	(267,928.45) (50.36)%
5000	Property Taxes	0.00	0.00	5,200.00	(5,200.00) (100.00)%
5005	Standby Charges	22,790.14	43,256.40	75,000.00	(31,743.60) (42.32)%
5010	Interest Income	1.40	3,297.39	2,400.00	897.39 37.39%
5015	Late Charge Income	677.25	3,929.95	6,500.00	(2,570.05) (39.54)%
5020	Grant Income	0.00	0.00	500.00	(500.00) (100.00)%
5030	Other Adjustment	0.00	421.88	400.00	21.88 5.47%
5035	Other Fees Charges	2,431.82	4,296.33	6,500.00	(2,203.67) (33.90)%
	Total Income Categories	69,908.29	319,273.50	628,500.00	(309,226.50) (49.20)%
Expense Categories					
6000	Salaries Wages Mgmt	2,769.12	38,532.98	33,657.35	(4,875.63) (14.49)%
6005	Salaries Wages Office Reg	2,112.00	12,750.22	20,692.04	7,941.82 38.38%
6010	Salaries Wages Office Ot	69.30	118.80	357.82	239.02 66.80%
6015	Salaries Wages Field Reg	5,446.56	33,638.37	73,207.36	39,568.99 54.05%
6020	Salaries Wages Field Ot	545.49	4,024.71	8,193.48	4,168.77 50.88%
6035	Payroll Taxes	898.54	6,876.86	10,696.31	3,819.45 35.71%
6100	Benefits Retirement	932.56	5,944.19	13,010.96	7,066.77 54.31%
6105	Benefits Dental Insurance	22.49	1,076.99	2,328.43	1,251.44 53.75%
6110	Benefits Health Ins Active	2,408.81	14,749.82	29,642.80	14,892.98 50.24%
6115	Benefits Health Ins Retired	1,445.56	8,673.36	14,961.54	6,288.18 42.03%
6116	Benefits OPEB	0.00	0.00	6,000.00	6,000.00 100.00%
6118	CEPPT Trust	0.00	0.00	5,000.00	5,000.00 100.00%
6120	Training	0.00	94.98	200.00	105.02 52.51%
6200	Director Fees	789.68	2,317.32	3,712.98	1,395.66 37.59%
6205	Director Training Conference	0.00	0.00	50.00	50.00 100.00%
6210	Board Misc	114.50	170.53	100.00	(70.53) (70.53)%
6300	Prof Svcs Legal	0.00	3,887.67	750.00	(3,137.67) (418.36)%
6305	Prof Svcs Accounting	0.00	0.00	700.00	700.00 100.00%
6310	Prof Svcs Engineering	0.00	0.00	200.00	200.00 100.00%
6315	Prof Svcs Audit	1,346.67	10,164.91	11,220.00	1,055.09 9.40%
6320	Prof Svcs Dues Membership Fees	0.00	1,515.96	2,650.00	1,134.04 42.79%
6325	Prof Svcs Bank Fees Charges	673.26	4,277.54	4,680.00	402.46 8.60%
6330	Prof Svcs Regulatory Fees	0.00	918.60	3,000.00	2,081.40 69.38%
6340	Prof Svcs Computer Network	0.00	735.20	1,150.00	414.80 36.07%
6345	Prof Svcs Misc	167.25	797.69	720.00	(77.69) (10.79)%
6400	Office Supplies	72.97	321.84	300.00	(21.84) (7.28)%
6405	Office Printing	25.42	213.45	400.00	186.55 46.64%
6410	Office Postage	0.00	1,653.86	3,120.00	1,466.14 46.99%
6415	Office Software Computer	0.00	137.25	100.00	(37.25) (37.25)%
6420	Office Equipment/Furniture	0.00	0.00	100.00	100.00 100.00%
6425	Office Misc	0.00	0.00	50.00	50.00 100.00%
6500	Insurance Workers Comp	0.00	9,276.14	10,513.79	1,237.65 11.77%
6505	Insurance Property Liability Vehicle	0.00	12,233.10	16,400.00	4,166.90 25.41%
6600	Vehicle Maintenance	465.04	813.72	2,200.00	1,386.28 63.01%
6605	Vehicle Fuel	372.56	2,389.46	4,400.00	2,010.54 45.69%
6700	Utility Phone Internet	175.41	1,046.37	1,750.00	703.63 40.21%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Sewer

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining	
6705	Utility Gas	159.97	345.73	1,900.00	1,554.27	81.80%
6710	Utility Electric Facilities	84.09	403.19	450.00	46.81	10.40%
6715	Utility Electric Pumping	533.83	4,376.73	8,500.00	4,123.27	48.51%
6720	Utility Security	0.00	214.63	439.00	224.37	51.11%
6800	Operations Routine Maint	0.00	425.62	500.00	74.38	14.88%
6805	Operations Repairs	0.00	1,080.81	500.00	(580.81)	(116.16)%
6810	Operations Inspecting/Testing	0.00	0.00	17,000.00	17,000.00	100.00%
6815	Operations Facilities	145.44	360.56	600.00	239.44	39.91%
6820	Operations Tools Equipment	13,088.68	16,188.00	1,400.00	(14,788.00)	...056.29)%
6825	Operations Uniforms	0.00	304.20	480.00	175.80	36.63%
6830	Operations Safety Equipment	308.15	590.28	600.00	9.72	1.62%
6835	Operations Treatment	21,425.00	128,550.00	235,000.00	106,450.00	45.30%
	Total Expense Categories	<u>56,598.35</u>	<u>332,191.64</u>	<u>553,583.86</u>	<u>221,392.22</u>	<u>39.99%</u>
	Net Surplus/(Deficit)	<u>13,309.94</u>	<u>(12,918.14)</u>	<u>74,916.14</u>	<u>(87,834.28)</u>	<u>(117.24)%</u>
	Master Plan Expenses					
0044	RS Treatment Plant	8,922.00	53,532.00	123,370.00	69,838.00	56.61%
0065	PortaJohn	4.30	4.30	0.00	(4.30)	0.00%
0066	Snowblower	0.00	200.00	0.00	(200.00)	0.00%
0071	Trash Pump	0.00	0.00	2,000.00	2,000.00	100.00%
0074	Sewer Equip. Lease	0.00	0.00	57,143.23	57,143.23	100.00%
	Total Master Plan Expenses	<u>8,926.30</u>	<u>53,736.30</u>	<u>182,513.23</u>	<u>128,776.93</u>	<u>70.56%</u>

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Fire

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
Income Categories					
4020	Paid Call From Other Agencies	0.00	0.00	30,000.00	(30,000.00) (100.00)%
5000	Property Taxes	144,522.48	216,980.15	332,000.00	(115,019.85) (34.64)%
5010	Interest Income	0.83	1,978.39	3,600.00	(1,621.61) (45.04)%
5020	Grant Income	7,208.48	7,208.48	30,000.00	(22,791.52) (75.97)%
5035	Other Fees Charges	675.00	2,241.08	20,000.00	(17,758.92) (88.79)%
	Total Income Categories	152,406.79	228,408.10	415,600.00	(187,191.90) (45.04)%
Expense Categories					
6000	Salaries Wages Mgmt	4,564.84	40,434.99	64,845.79	24,410.80 37.64%
6005	Salaries Wages Office Reg	1,056.00	6,388.24	12,415.22	6,026.98 48.55%
6010	Salaries Wages Office Ot	34.32	58.74	214.69	155.95 72.64%
6025	Salaries Wages Coverage	5,187.50	33,850.00	93,080.00	59,230.00 63.63%
6035	Payroll Taxes	463.24	3,608.40	6,097.32	2,488.92 40.82%
6100	Benefits Retirement	194.38	29,505.03	30,748.42	1,243.39 4.04%
6105	Benefits Dental Insurance	13.50	285.36	531.13	245.77 46.27%
6110	Benefits Health Ins Active	486.71	3,068.76	5,561.24	2,492.48 44.82%
6115	Benefits Health Ins Retired	722.78	4,336.71	8,976.92	4,640.21 51.69%
6118	CEPPT Trust	0.00	0.00	3,000.00	3,000.00 100.00%
6120	Training	0.00	632.45	5,000.00	4,367.55 87.35%
6200	Director Fees	372.36	1,136.18	2,227.79	1,091.61 49.00%
6205	Director Training Conference	0.00	0.00	30.00	30.00 100.00%
6210	Board Misc	68.69	102.28	60.00	(42.28) (70.47)%
6300	Prof Svcs Legal	0.00	3,855.42	750.00	(3,105.42) (414.06)%
6305	Prof Svcs Accounting	0.00	0.00	420.00	420.00 100.00%
6315	Prof Svcs Audit	1,346.66	10,016.42	11,220.00	1,203.58 10.73%
6320	Prof Svcs Dues Membership Fees	0.00	1,023.67	3,480.00	2,456.33 70.58%
6325	Prof Svcs Bank Fees Charges	73.52	442.16	650.00	207.84 31.98%
6340	Prof Svcs Computer Network	0.00	67.06	4,645.00	4,577.94 98.56%
6345	Prof Svcs Misc	691.56	2,320.93	4,900.00	2,579.07 52.63%
6400	Office Supplies	43.76	1,216.55	955.00	(261.55) (27.39)%
6405	Office Printing	15.26	128.09	340.00	211.91 62.33%
6410	Office Postage	0.00	0.00	55.00	55.00 100.00%
6415	Office Software Computer	287.64	847.61	560.00	(287.61) (51.36)%
6420	Office Equipment/Furniture	0.00	812.36	750.00	(62.36) (8.31)%
6425	Office Misc	0.00	72.16	180.00	107.84 59.91%
6500	Insurance Workers Comp	0.00	15,274.39	15,447.52	173.13 1.12%
6505	Insurance Property Liability Vehicle	0.00	15,036.50	19,965.00	4,928.50 24.69%
6600	Vehicle Maintenance	734.49	1,460.28	14,600.00	13,139.72 90.00%
6605	Vehicle Fuel	410.03	3,589.91	6,500.00	2,910.09 44.77%
6700	Utility Phone Internet	176.67	1,684.45	2,750.00	1,065.55 38.75%
6705	Utility Gas	710.39	772.14	7,500.00	6,727.86 89.70%
6710	Utility Electric Facilities	418.33	2,961.47	4,970.00	2,008.53 40.41%
6720	Utility Security	0.00	288.37	741.00	452.63 61.08%
6800	Operations Routine Maint	0.00	0.00	250.00	250.00 100.00%
6810	Operations Inspecting/Testing	0.00	4,699.81	6,000.00	1,300.19 21.67%
6815	Operations Facilities	78.35	1,200.05	2,500.00	1,299.95 52.00%
6820	Operations Tools Equipment	0.00	23.49	2,500.00	2,476.51 99.06%

Arrowbear Park County Water District

Statement of Revenues and Expenditures

Fire

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Year Actual	Total Budget \$	Total Budget \$ Variance	Percent Total Budget Remaining
6825 Operations Uniforms	375.00	2,287.52	4,800.00	2,512.48	52.34%
6830 Operations Safety Equipment	0.00	819.83	12,000.00	11,180.17	93.17%
6840 Operations Medical Supplies	0.00	355.71	3,000.00	2,644.29	88.14%
6845 Operations Dispatching	0.00	5,516.35	8,050.00	2,533.65	31.47%
6850 Operations Fire Prevention Weed Abatement	0.00	0.00	4,300.00	4,300.00	100.00%
Total Expense Categories	<u>18,525.98</u>	<u>200,179.84</u>	<u>377,567.04</u>	<u>177,387.20</u>	<u>46.98%</u>
Net Surplus/(Deficit)	<u>133,880.81</u>	<u>28,228.26</u>	<u>38,032.96</u>	<u>(9,804.70)</u>	<u>(25.78)%</u>
Master Plan Expenses					
0000 No Project Related	0.00	245.65	0.00	(245.65)	0.00%
0003 2016 Engine Lease Payments	48,528.01	48,528.01	48,528.01	0.00	0.00%
0012 Turnouts	3,979.21	3,979.21	0.00	(3,979.21)	0.00%
0013 Radios	0.00	0.00	35,000.00	35,000.00	100.00%
0063 Station Modifications	0.00	16,183.45	17,500.00	1,316.55	7.52%
0077 Brush Patrol Bed/Box	4,864.33	43,352.64	0.00	(43,352.64)	0.00%
Total Master Plan Expenses	<u>57,371.55</u>	<u>112,288.96</u>	<u>101,028.01</u>	<u>(11,260.95)</u>	<u>(11.15)%</u>

Arrowbear Park County Water District

1/12/2024

Status Report of Employee's Accumulated Days of Sick Leave & Vacation

Month of December 2023

	12/13/23 12/27/23						12/13/23 12/27/23						12/13/23 12/27/23					
	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued	Start	Earned #1	Earned #2	Used #1	Used #2	Accrued
	SICK TIME (HRS)						VACATION TIME (HRS)						COMP TIME (HRS)					
Ben	28.78	3.69	3.69	0.00	0.00	36.16	3.08	1.54	1.543	0.00	0.00	6.16						Ben
Jason	500	3.69	3.69	8.00	9.50	489.88	203.77	5.54	5.54	0.00	0.00	214.85	4.670	1.500	4.500	0.000	0.000	10.670 Jason
Caroline	215.21	3.69	3.69	0.00	0.00	222.59	93.59	5.23	5.23	8.00	0.00	96.05	38.750	0.000	0.000	0.000	2.750	36.000 Caroline
Logan	50.23	3.69	3.69	0.00	8.00	49.61	10.43	1.54	1.54	0.00	0.00	13.51	40.000	1.500	1.500	1.500	1.500	40.000 Logan
Tim	64.99	3.69	3.69	3.75	9.50	59.12	32.32	1.54	1.54	0.00	0.00	35.40	39.000	1.500	1.500	0.500	1.500	40.000 Tim

Notes:

SICK ACCRUAL CAP IS 500 HOURS

VACATION ACCRUAL CAP IS 240 HOURS

COMP TIME ACCRUAL CAP IS 40 HOURS

MONTHLY MAINTENANCE AND REPAIR REPORT

December 2023

#	DATE	METER #	ADDRESS	SVC	NOTES
1	12/01/23	0978	Conway/Pine	5	Hydrant lateral repair
2	12/02/23	0797	Forest	1	
3	12/05/23	0978	Deep Creek	5	Hydrant lateral repair
4	12/06/23	0907	Sky	1	
5	12/11/23	0818	Chipmunk	1	
6	12/12/23	0513	Conifer	1	
7	12/15/23	0799	Pine	1	
8	12/16/23	0883	Independence	1	After hours callout
9	12/16/23	0185	Independence	1	
10	12/26/23	0584	Richmond	4	
11	12/27/23	0049	Ridge	1	
12	12/28/23	0117	Keller	2	Cust. Using District meter as shut off
13	12/29/23	0978	Tulip	5	Leak on 4" main
14	12/29/23	0978	CL2 Sample Site	5	Installed new stop & waste

SVC	DESCRIPTION	CALLS	ADDITIONAL INFORMATION
1	Customer requested turn off/on	8	New Owners. 6
2	District initiated shut off (leak, etc.)	1	Liens filed 0
3	District equipment repair	0	Liens Released 0
4	Meter reads/re-reads	1	Total Liens 8
5	Main Repairs	4	Shut off notices 49
6	Service Line Repairs	0	Non-payment shut offs 10
7	Customer Inquiry Requiring Investigation	0	Turn on after shut off 9
8	Sewer Issues/Repairs	0	Meters replaced 0
	Total Calls	14	

SUMMARY OF CALLS - DECEMBER 2023

Date	Incident Type	Area	District	Mutual Aid	Out	Avail	Time	Personnel	Total
12/02/23	FIRE ALARM	ABL	IN	N	13:45	13:55	0:10	147 193	2
12/02/23	FIRE RESIDENTIAL	ABL	IN	RECEIVED	20:32	21:15	0:43	169 147 193	3
12/03/23	MEDICAL	ABL	IN	N	9:45	10:23	0:38	147 200	2
12/07/23	MEDICAL	ABL	IN	N	3:23	3:56	0:33	199 204	2
12/08/23	MEDICAL	ABL	IN	N	20:46	21:18	0:32	167 185	2
12/10/23	HAZ ELECTRICAL	ABL	IN	N	9:37	9:53	0:16	147 140	2
12/10/23	FIRE SMOKE CHK	ABL	IN	N	15:04	15:19	0:15	147 140	2
12/14/23	MEDICAL	ABL	IN	N	17:38	17:57	0:19	198 177	2
12/15/23	MEDICAL	ABL	IN	N	20:38	21:04	0:26	167 185	2
12/16/23	MEDICAL	ABL	IN	N	2:57	3:32	0:35	147 193	2
12/20/23	TRAFFIC COL	RSP	OUT	GIVEN	4:04	4:14	0:10	202 177	2
12/20/23	MEDICAL	ABL	IN	N	16:10	16:57	0:47	199 204	2
12/20/23	MEDICAL	ABL	IN	N	22:20	22:41	0:21	199 204	2
12/21/23	FIRE COMMERCIAL	BBL	OUT	GIVEN	14:40	14:51	0:11	146 198	2
12/23/23	MEDICAL	ABL	IN	N	21:46	22:12	0:26	147 193	2
12/27/23	FIRE RESIDENTIAL	ABL	IN	RECEIVED	20:47	21:12	0:25	169 199 204	3
12/31/23	MEDICAL	ABL	IN	N	20:47	21:13	0:26	147 200	2

Total Calls: 17
 Total in District: 15
 Total Out of District: 2

- 169 Paul Lindley
- 140 Rick Mesa
- 146 Ryan Dorsett
- 147 Nick Novelich
- 148 Keith Ortiz
- 167 Josue Maculi
- 177 Tim Richard
- 185 Blake Matthews

2
2
1
8
0
2
2
2

- 189 Tyler Tran
- 192 Ryan Brewart
- 193 Joyce Mekchai
- 198 Max Taylor
- 199 Freddie Rodriguez
- 200 Zachary Kim
- 202 Joseph Carpenter
- 204 Diane Waters

0
0
4
2
4
2
1
4

December 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Macuil Mathews	2 Mekchai Novelich
3 Novelich Ortiz	4 K. Sanchez	5 Carpenter	6 Rodriguez Waters	7 Taylor	8 Mathews	9 Novelich Mekchai Mesa
10 Novelich	11 K. Sanchez	12 Carpenter	13 Rodriguez Waters	14 Taylor	15 Mathews	16 Mekchai Novelich
17 Novelich	18 K. Sanchez	19 Carpenter	20 Rodriguez Waters	21 Taylor	22 Mathews Mesa	23 Novelich Mekchai Mesa
24 Kim Novelich	25 Richard	26 Carpenter	27 Carpenter Waters Rodriguez	28 K. Sanchez	29 Mathews	30 Novelich Mekchai Mesa
31 Novelich Kim						

12-Station

24-Station

12-Avail.

24-Avail.

RESOLUTION NO. 2024-01-18

**A RESOLUTION OF THE
ARROWBEAR PARK COUNTY WATER DISTRICT
APPOINTING BANK ACCOUNT SIGNERS**

WHEREAS, Pursuant to APCWD District Policy #3035.10, which states, “Authorized Signers: All bank accounts of the District shall have a minimum of three (3) authorized signers including but not limited to: the General Manager, District Secretary/Treasurer, and at least two (2) members of the Board of Directors. Annually, when the Officers of the Board are elected, the newly elected President of the Board will appoint two (2) Directors to be signers on the District accounts. One will be appointed as the primary signer who will weekly sign the checks of the District along with a secondary signer (General Manager or District Secretary/Treasurer). The second Director appointed as a signer will act as an alternate signer in case of one of the other signers is unavailable to do so. Director signers shall not serve for consecutive years as signers. All-signers on the bank accounts of the District shall be bonded with a \$7,500.00 bond. The District will pay the cost of the bond.”

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby authorize the elected President of the Board to appoint account signers.

BE IT FURTHER RESOLVED, that the following Arrowbear Park County Water District officers **or their successors in office** shall be authorized signers for the District’s bank accounts:

<u>Caroline Rimmer</u> Name	<u>Jason Weber</u> Name	_____ Name	_____ Name
<u>Board Secretary</u> Title	<u>Field Oper. Super.</u> Title	<u>Director</u> Title	<u>Director</u> Title
_____ Signature	_____ Signature	_____ Signature	_____ Signature

ADOPTED this 18th day of January, 2024.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Arrowbear Park County Water District, at a regular meeting thereof, held on the 18th day of January, 2024, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Dated: January 18, 2024

ARROWBEAR PARK COUNTY WATER DISTRICT

By _____
President of the Board of Directors

Certification of Resolution

Attest: I, Caroline Rimmer, Secretary of the Board of the Arrowbear Park County Water District, County of San Bernardino, California do hereby certify that this is a true and correct copy of the original resolution #2023-01-18.

WITNESS MY HAND OR THE SEAL OF THE Arrowbear Park County Water District, on this 18th day of January, 2024.

Caroline Rimmer, Secretary of the Board

ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

the General Manager, or his/her designee, shall notify such newspapers, radio stations, or television stations of the fact of the holding of the emergency special meeting, and of any action taken by the Board, as soon after the meeting as possible.

5010.32 No closed session may be held during an emergency special meeting, and all other rules governing special meetings shall be observed with the exception of the twenty-four (24) hour notice. The minutes of the emergency special meeting, a list of persons the General Manager or designee notified or attempted to notify, a copy of the roll call vote(s), and any actions taken at such meeting shall be posted for a minimum of ten (10) days in the District office as soon after the meeting as possible.

5010.40 Adjourned Meeting. A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified in 5010.22 above.

5010.50 Annual Organizational Meeting The Board of Directors shall hold an annual organizational meeting at its regular meeting in January. At this meeting the Board will elect a President, Vice President and Clerk from among its members to serve during the coming calendar year, and will appoint the Administrative Secretary as the Board's Secretary and Treasurer.

5010.60 The Chairperson of the meetings described herein shall determine the order in which agenda items shall be considered for discussion and/or action by the Board.

5010.70 The Chairperson and the General Manager shall insure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

(1) December Board Meeting exclusion approved by motion at the Jan. 17, 2019 Regular Board Meeting. December Board Meeting exclusion removed by motion at the Feb. 20, 2020 Regular Board Meeting.

(2) Amended to only allow for calling of a special meeting by Board majority. 7/21/2022

ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

POLICY TITLE: Board Meetings
POLICY NUMBER: 5010

5010.10 Regular meetings of the Board of Directors shall be held on the third Thursday of *each calendar month (1)* at 6:30 P.M. in the District Office, 2365 Fir Dr. The date, time and place of regular Board meetings shall be reconsidered annually at the annual organizational meeting of the Board.

5010.20 Special meetings (non-emergency) of the Board of Directors may be called *by motion and a majority vote of the Board of Directors at a regular meeting of the Board of Directors.(2)*

5010.21 All Directors, the General Manager, District Counsel and [other desired staff] shall be notified of the special Board meeting and the purpose or purposes for which it is called. Said notification shall be in writing, delivered to them at least twenty-four (24) hours prior to the meeting.

5010.22 Newspapers of general circulation in the District, radio stations and television stations, organizations, and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable.

5010.23 An agenda shall be prepared as specified for regular Board meetings in Policy #5020 and shall be delivered with the notice of the special meeting to those specified above.

5010.24 Only those items of business listed in the call for the special meeting shall be considered by the Board at any special meeting.

5010.30 Special Meetings (emergency). In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required in 5010.21, above. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by the General Manager, Board President or Vice President in the President's absence.

5010.31 Newspapers of general circulation in the District, radio stations and television stations which have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by at least one (1) hour prior to the emergency special meeting. In the event that telephone services are not functioning, the notice requirement of one hour is waived, but



Contract Number

ITD-24011

SAP Number

N/A

Innovation and Technology Department

Department Contract Representative	<u>Jeremiah Thomas</u>
Telephone Number	<u>(909) 388-0641</u>
Customer	<u>Arrowbear Lake Fire Department</u>
Customer Representative	<u>Paul Lindley</u>
Telephone Number	<u>(909) 867-3479</u>
Contract Term	<u>2/1/2024 – 1/31/2029</u>
Original Contract Amount	<u>Based on Actual Usage</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Based on Actual Usage</u>
Cost Center	<u>Varies</u>

INFORMATION TECHNOLOGY SERVICE REVENUE CONTRACT

This CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called, "County", and Arrowbear Lake Fire Department, hereinafter called "Customer".

Name
Arrowbear Lake Fire Department

Address
P.O. Box 4045

Arrowbear Lake, CA 92382

Telephone (909) 867-3479 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

A. CONTRACTED SERVICES (Select all that apply):

General ITD Services (Attachment A)

Defined as all services contained in Attachment A "ITD Rate Sheet – External Customers" with exception to Public Safety Communication Services.

Public Safety Communications Services (Attachment B)

Defined under Public Safety Communication Services in Attachment B "ITD Rate Sheet – External Customers".

Wide Area Network (WAN) Services (Attachment C)

Defined in Attachment C "Wide Area Network Services".

B. PROVISION OF SERVICES

This is the County standard revenue contract to provide information technology services, hereinafter, "Services," to Customer by the County Innovation and Technology Department, hereinafter, "ITD". Customer understands that County may elect to have other vendors provide similar professional services under other contracts.

All Services available under this Contract are listed in full in the Attachments and are detailed by Service name, Service description, rate, and charge measurement as applicable and as identified in the Attachments.

Services are initiated at Customer's request, subject to ITD's acceptance, and consist of the following types of charges, as further set forth in the Attachments:

- B.1** Per item; one-time charge as requested.
- B.2** Per month; per unit charge ongoing until Customer submits a request to cancel.
- B.3** Per hour; per work order, project, or quote.

C. CUSTOMER RESPONSIBILITIES

Customer will:

- C.1** Determine the Services needed, including any adjustments to ongoing Services.
- C.2** Initiate or cancel any Services via submission of a Help Desk Ticket. Contact County Help Desk by calling: 909-884-4884 or isdhelpdesk@isd.sbcounty.gov (email for non-urgent requests only).
- C.3** Promptly inform County, in writing, of any pending changes in programs/funding applicable to Services provided herein.

D. COUNTY RESPONSIBILITIES

County will:

- D.1** Provide the Services requested by Customer, subject to ITD's approval, and in accordance with established work schedules and County Board of Supervisor (Board) approved service rates in effect at the time Service is provided.
- D.2** Perform the Services in a workmanlike manner, but County assumes no liability for failure to provide or delay in providing Services under this Contract.
- D.3** Furnish the necessary equipment and personnel to perform the Services, but County assumes no liability for equipment failure or adverse consequences cause by such failed equipment.

E. GENERAL CONTRACT REQUIREMENTS

E.1 Contract Amendments

Both parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Customer and County.

E.2 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Customer either in whole or in part.

E.3 Permits

Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.

E.4 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

E.5 Change of Address

Customer shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

E.6 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

E.7 Confidentiality

To the extent applicable, if Customer is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Customer must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Customer must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Customer must immediately provide to the County any notice provided by a consumer to Customer pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Customer must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

Customer shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Customer or an agent of Customer or otherwise made available to Customer or Customer's agent in connection with this Contract; or, (2) information and/or data acquired, obtained, or learned by Customer or an agent of Customer regarding this Contract.

For the purposes of this provision and consistent with California Civil Code Section 1798.29, PII, is any information that can be used to distinguish or trace an individual's identity, for example, any combination of name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

E.8 Primary Point of Contact

Customer will designate an individual to serve as the primary point of contact for the Contract. Customer shall not change the primary contact without prior written notice to the County. Customer will also designate a back-up point of contact in the event the primary contact is not available.

E.9 Contract Authorization

Customer warrants and represents that the individual signing this Contract is a properly authorized representative of the Customer and has the full power and authority to enter into this Contract on the Customer's behalf.

E.10 County Representative

The County Chief Information Officer or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by County.

E.11 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is made in violation of the provisions of this Contract.

E.12 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

E.13 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

E.14 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

E.15 Release of Information

No news releases, advertisements, public announcements, or photographs arising out of the performance of the Contract or Customer's relationship with County may be made or used without prior written approval of the County, as applicable.

E.16 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

E.17 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Customer or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Customer and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed.

E.18 Termination for Convenience

The County and the Customer each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services provided hereunder. Upon such termination, payment will be made to the County for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall promptly discontinue Services unless the notice directs otherwise.

E.19 Contract Exclusivity

This is not an exclusive Contract. Customer reserves the right to enter into a contract with other contractors for the same or similar services. The Customer does not guarantee or represent that

the County will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

E.20 Information Dispute Resolution

In the event the Customer determines that Service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

E.21 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, and San Bernardino District.

F. TERM OF CONTRACT

This Contract is effective as of February 1, 2024 (Effective Date) and remains in effect for a period of five (5) years, unless terminated earlier in accordance with provisions of this Contract.

G. TERMINATION OR SUSPENSION OF SERVICES

G.1 Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

G.1.1 Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract. Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such required licenses and permits.

G.1.2 Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.

G.1.3 Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the System and may perform periodic security audits to provide insight into any potential abnormalities that may impact ensuring confidentiality, integrity, and availability.

G.1.4 Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. **NEITHER COUNTY**

NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, EXCEPT TO THE EXTENT CAUSED BY COUNTY'S NEGLIGENCE OR INTENTIONAL MISCONDUCT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

G.2 Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

G.2.1 County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;

G.2.2 County determines, in its sole discretion, that Customer's use of the Services poses a threat or an adverse effect to the security, privacy, or performance of the System or to any of County's other users or suppliers;

G.2.3 County determines, in its sole discretion, that Customer's use of the Services is illegal;

G.2.4 County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;

G.2.5 Customer fails to make any payment when due; or

G.2.6 Customer breaches any of the other material terms and conditions in this Agreement.

H. FISCAL PROVISIONS

H.1 There is no minimum or maximum amount of payment under this Contract.

H.2 Services are charged equitably to all customers in accordance with State Controller's Handbook of Cost Plan Procedures for California Counties.

H.3 Charges will be based on actual usage at the rates effective at the time Services are rendered (see Attachment A "ITD Rate Sheet – External Customers" and Attachment C "Wide Area Network Services", if applicable). Rates are reviewed and subject to change annually based on the cost to provide services to Customers and are effective July 1st of each year. Rates are also subject to change throughout the year via a mid-year rate change, if deemed appropriate based on the cost to provide services to Customers being significantly higher or lower than anticipated during the annual review. County will not amend this Contract due to rate changes or changes in usage amounts by Customer. Attachment A includes the list of County service rates effective at the time this Contract is entered into. County will attempt to provide at least thirty (30) days advance written notice of any rate change, which will be sent to Customer at the following address:

Arrowbear Lake Fire Department
ATTN: Paul Lindley, Fire Chief
P.O. Box 4045, Arrowbear Lake, CA 92382

H.4 Services will be billed on a monthly basis for actual expenses incurred and claimed by ITD for the preceding month.

H.4.1 For Customers that use the County's Enterprise Financial Management System:

Monthly charges will be handled by an automated transfer processed by ITD via the County's Enterprise Financial Management System. A copy of the billing statement can be accessed via the ITD Billing System by Customer, provided that Customer has the necessary permission on the County's network.

H.4.2 For Customers that do not use the County's Enterprise Finance Management System:

County will mail an invoice on a monthly basis starting on the Effective Date of this Contract, or starting on the installation or implementation date, if applicable. Payment shall be due sixty (60) days from date of invoice.

Payment can be made by check or electronic funds transfer (EFT). Checks shall be made payable to San Bernardino County. Customers requesting to make payments to County via electronic funds transfer (EFT) directly deposited into the County's designated bank account shall provide County with instructions to process EFT payments.

Payment address is:

Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

I. DEFAULT

If the Customer does not make timely payment of amounts due under this Contract or breaches any term or condition of this Contract, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges.

J. INDEMNIFICATION

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Contract. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. Customer hereby agrees to defend and indemnify the County, its agents, officers and employees from any claim, action, or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Contract. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

K. INSURANCE

County is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Innovation and Technology Department	Arrowbear Lake, CA 92382
670 E. Gilbert Street, First Floor San Bernardino, CA 92415-0915	P.O. Box 4045 Arrowbear Lake, CA 92382
Attn: Administration Services	Attn: Paul Lindley, Fire Chief

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

M. FORCE MAJEURE

Except for payment obligations and as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party. County shall not be held liable for any delay or failure in performance of any part of this Contract from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

N. ENTIRE AGREEMENT

This Contract, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and Customer have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

▶

Lynn Fyhrlund, Chief Information Officer

Dated: _____

(Print or type name of Customer)

By ▶ _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ County Counsel Date

ATTACHMENT A
ITD RATE SHEET – EXTERNAL CUSTOMERS
2023-24 Approved Rates

Service	Service Description
Business Solutions Development	
Business Solutions Labor Services	Hourly labor programming services for the development, enhancement and maintenance of business solutions on a variety of hardware and software platforms.
Computer Operations	
CPU Usage	Access to applications and processing of data on the enterprise server.
Network Labor Services	Hourly labor services for Local Area Network and Wi-Fi services. Includes labor services to connect a location to the Wide Area Network (WAN) via the Internet and to connect a site to the County's WAN. Customer is responsible for all costs related to circuit installation, ongoing circuit charges, and office cabling.
Payroll System Services (EMACS)	Maintenance, support, and enhancements of the EMACS system and infrastructure.
Virtual Private Network (VPN)	Access for a single user to remotely connect to the wide area network.
Geographic Information System	
Aerial Imagery	Augments and enhances GIS data visualization tools, applications and solutions developed for County departments and the public.
Telecommunication Services	
Public Safety Communications Services:	
Dispatch Console Access, Maintenance, and Replacement	Repair, maintenance, programming, and replacement of Motorola radio dispatch console equipment.
Pager Access	Access for a single pager to connect to the County's Digital Paging System.
Radio Access and Maintenance	Access for a single radio connected to the County's Public Safety Radio frequencies and repair and maintenance of that radio or radio's accessories, excluding batteries; covers normal wear and tear.
Radio Labor Services	Hourly labor services for installation and repair of radio and other related equipment in vehicles, not including materials; or escort of other government agencies to County communication sites to access their equipment.
Radio Mobile Data Access	Access and maintenance for radio modems in vehicles.
Telephone Services:	
Dial Tone	Single line telephone services. Includes voicemail, local, long distance, Telephone Service Specialist consulting services, and software changes.
Telecommunication Labor Services – Normal Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – Normal Hours (Monday through Friday, 7:00 am – 5:00 pm, excluding weekends and holidays).
Telecommunication Labor Services – After Hours	Hourly labor services for telephone, data, cabling, repair, and other specialized services – After Hours (Monday through Friday, 5:00 pm – 7:00 am, and all weekends and holidays).
All Funds	
Parts and Materials	Parts and Materials provided per customer request.

Service	2023-24 Rate	Charge Measurement
Business Solutions Development		
Business Solutions Labor Services	\$128.21	Per hour
Computer Operations		
CPU Usage	\$99.63	Per CPU hour
Network Labor Services	\$96.84	Per hour
Payroll System Services (EMACS)	\$6.99	Per payroll warrant
Virtual Private Network (VPN)	\$3.46	Per VPN/month
Geographic Information System		
Aerial Imagery	Cost Pass Through	Per customer
Telecommunication Services		
Public Safety Communications Services:		
Dispatch Console Access, Maintenance, and Replacement	\$639.48	Per console/month
Pager Access	\$16.22	Per pager/month
Radio Access and Maintenance	\$53.58	Per radio/month
Radio Labor Services	\$88.97	Per hour
Radio Mobile Data Access	\$103.58	Per modem/month
Telephone Services:		
Dial Tone	\$31.23	Per phone/month
Telecommunication Labor Services – Normal Hours	\$95.56	Per hour
Telecommunication Labor Services – After Hours	\$110.52	Per hour
All Funds		
Parts and Materials	Actual cost plus 15% processing and handling	Per order

ATTACHMENT B PUBLIC SAFETY COMMUNICATIONS SERVICES

I. SERVICES UNDER THIS ATTACHMENT

This Attachment B is applicable for Public Safety Communications services which consist of the following services as defined in Attachment A, "ITD Rate Sheet – External Customers", and as further defined within this Attachment B:

- Dispatch Console Access, Maintenance, and Replacement
- Pager Access
- Radio Access and Maintenance
- Radio Labor Services
- Radio Mobile Data Access

II. SAN BERNARDINO COUNTY PUBLIC SAFETY COMMUNICATIONS SYSTEM ACCESS

The San Bernardino County (County) Public Safety Communications System, hereinafter called "System", is composed of two components known as the backbone and field equipment. The Backbone is defined as a portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other through voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Radio Mobile Data Access modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios.

a) System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Contract. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

b) Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to ensure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. **EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.**

c) Backbone Modification (Post Backbone Implementation)

(i) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.

(ii) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:

(a) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.

- (b) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
- (c) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
- (d) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.

(iii) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

d) Field Equipment

- (i) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- (ii) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- (iii) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

e) Related Non-Governmental Users

- (i) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed to have Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- (ii) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- (iii) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- (iv) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- (v) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

f) Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

III. PUBLIC SAFETY RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County Innovation and Technology Department (ITD) offers a number of radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Contract consist of Public Safety Radio, Backbone radio equipment maintenance, radio, mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, public safety radio dispatch equipment maintenance, and radio battery replacement.

a) County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ITD:

- (i) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- (ii) Will remove, reinstall, and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ITD, and perform repairs at ITD or elsewhere as determined by ITD;
- (iii) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with afterhours service available at premium rates;
- (iv) Reserves the right to subcontract for all or part of services;
- (v) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- (vi) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

b) County Services Provided on a Time and Materials Basis

- (i) Service required due to Customer abuse or abnormal wear;
- (ii) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- (iii) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- (iv) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ITD;
- (v) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- (vi) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- (vii) Radio reactivations are processed within 5 business days after the request is received and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

c) Customer Responsibilities

Customer shall procure its own Field Equipment and shall:

- (i) Provide ITD with model and serial numbers of all equipment to be covered under this Contract.
- (ii) Designate an individual as the single point of contact for maintenance coordination.
- (iii) Coordinate and schedule service requirements with ITD reasonably in advance whenever possible.
- (iv) Advise ITD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.
- (v) Have sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. **Customer must notify ITD in writing when any Field Equipment is no longer in use by Customer, including notification of damaged, lost, or stolen Field Equipment. ITD will continue to bill Customer until notification is received, and Customer remains responsible for payment of charges for such Field Equipment.** If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to isdbilling@isd.sbcounty.gov along with a justification and related documentation. If ITD determines that a charge was billed incorrectly, ITD will issue the applicable credit on the next monthly billing cycle.