



BEAUMONT CHERRY VALLEY WATER DISTRICT
AMENDED AGENDA
MEETING OF THE PERSONNEL COMMITTEE
Wednesday, March 18, 2009 at 3:00 PM
560 Magnolia Avenue, Beaumont, CA 92223

CALL TO ORDER, ROLL CALL

PUBLIC INPUT

PUBLIC COMMENT: Anyone wishing to address the Board of Directors on any matter not on the agenda of this meeting may do so now. Anyone wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a "Request to Speak" form and give it to the Secretary at the beginning of the meeting. The forms are available on the table at the back of the room. There is a three (3) minute limit on public comments. Sharing or passing time to another speaker is not permitted. Please do not repeat what was said by a previous speaker except to note agreement with that speaker. Thank you for your cooperation.

1. APPROVAL OF MINUTES

Minutes of February 18, 2009**

2. RECOMMENDATION FOR PER DIEM AMOUNT FOR MEALS**

3. REVIEW OF CURRENT HOUSING AGREEMENTS**

4. ADJOURNMENT

** Information included in the agenda packet

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Blanca Marin Executive Assistant, at (951) 845-9581 Ext. 23 for assistance so the necessary arrangements can be made.

The agenda material for this meeting is available to the public at the District's Administrative Office which is located at 560 Magnolia Avenue, Beaumont, CA 92223. If any additional material related to an open session agenda item is distributed to all or a majority of the board of directors after this agenda is posted, such material will be made available for immediate inspection at the same location.

**RECORD OF THE MINUTES OF THE
PERSONNEL COMMITTEE MEETING OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT
February 18, 2009**

CALL TO ORDER, ROLL CALL

Chairman Parks called the meeting to order at 3:30 p.m.

PUBLIC INPUT

No public input was presented on items not on the agenda.

1. APPROVAL OF MINUTES

Minutes of January 6, 2009**

Chairman Parks recommended approval of the Minutes of January 6, 2009. Member Ross seconded. The motion passed unanimously.

**2. CURRENT MEMORANDUM OF UNDERSTANDING -
MODIFICATIONS REQUESTED BY THE EMPLOYEE ASSOCIATION****

Members of the Committee introduced the members of the Employee Association Heidi Martin, James Bean and Chris Williams

The Personnel Committee, Employee Association and the public provided input on some tentative changes on the current Memorandum of Understanding. After review of the MOU, Chairman Parks recommended that a Closed Session be held on March 18, 2009 to start negotiations for the new District's Memorandum of Understanding.

ADJOURNMENT

Chairman Parks adjourned the meeting at 5:00 p.m.

Stella Parks, Chairman of the
Personnel Committee of the
Beaumont Cherry Valley Water District

School District	Breakfast	Lunch	Dinner	Per Diem Max
SBCUSD	10	15	30	50
PSUSD	10	20	30	55
Palm Springs	15	20	30	50

***Information provided by Director Woll for consideration

Beaumont Cherry Valley Water District
Record of expenses/Claim for Reimbursement (Conferences, Meetings, Travels)

Name				Employee ID		
E-mail				Department		
BCVWD Meeting Type	Date	Location of Meeting	Amount			
Is this a request to be paid on a meeting not listed under the current Policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Director Dopp				
		Director Parks				
		Director Ball				
		Director Ross				
		Director Woll				
			Subtotal @ \$200 Each \$			
Expenses	Dates	Details			Amount	
Transportation		<input type="checkbox"/> Air	<input type="checkbox"/> Taxi	<input type="checkbox"/> Rental car	<input type="checkbox"/> Other	\$
		<input type="checkbox"/> Air	<input type="checkbox"/> Taxi	<input type="checkbox"/> Rental car	<input type="checkbox"/> Other	\$
Own car		Mileage at \$.445 per mile			\$	
Lodging		Location:			\$	
		Location:			\$	
Meals		(Not to exceed \$50/day)			\$	
					\$	
Conference fees		Purpose			\$	
		Purpose			\$	
Other		Purpose			\$	
					\$	
		Purpose			\$	
Subtotal					\$	
Less amount paid by company					\$	
Total amount					\$	
Signature				Date		
				Approved by		

Please attach receipts for all listed expenses, sign the form and send to the Accounting Department. See information at the back of this form for approved Per Diems and Expenses for Board Members

Guidelines for Payment of Per Diems and Expenses

Board Members shall be entitled to receive per diem compensation and expense reimbursement only for attendance at approved activities or events.

1. General Board Member Preapproved Activities/Events

The following activities/events are preapproved for all Board members:

a. Board and Committee Meetings

All regular and special board meetings and committee meetings for appointed members

b. Conferences

- (1) ACWA and ACWA-JPA Conferences and ACWA Region 9 meetings
- (2) CSDA Conferences

c. Other Agencies

(1) San Geronio Pass Water Agency Board or Committee meetings if there is an item on the agenda pertaining to the District. The Board may appoint one of its members as liaison to attend any such meetings on a regular basis, subject to a limitation of two such meetings per month.

(2) San Timoteo Watershed Management Authority

STWMA, Project Committee No. 1 – all meetings STWMA Board Meetings and Standing Committee Meetings, if there is an item on the agenda pertaining to the District

(3) City of Beaumont

Any official city meeting, if there is an item on the agenda pertaining to the District.

(4) City of Banning

Any official city meeting, if there is an item on the agenda pertaining to the District.

d. Training Seminars

- (1) State mandated ethics training
- (2) Brown Act training

2. Specific Board Member Authorization

The following activities/events are preapproved for Board members designated to represent the District by the Board President.

a. ACWA Committees

b. Other meetings or events for Board members appointed by the Chairman to attend such meeting or event on behalf of the District

3. Other Activities/Events, Authorization

Board members may seek authorization to attend other functions that constitute the performance of official duties, including, but not limited to, tours of Beaumont-Cherry Valley Water District facilities, tours of other agency facilities, dedication ceremonies, open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary

celebrations, ribbon-cutting ceremonies, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 10, and association dinners and lunches. Board members desiring to attend events of this nature should obtain approval from the Board in order to receive a per diem and expense reimbursement

4. New Board Members Orientation

New Board members may receive one (1) per diem and expense reimbursement for an orientation program that meets the following criteria:

- a. Is part of a planned orientation schedule
- b. The orientation meeting is at least two (2) hours in duration
- c. The per diems for this purpose must be claimed during the first two (2) months of service on the Board
- d. New Board members may also attend a formal harassment awareness training seminar for District employees

5. Non-authorized Activities/Events

The following activities/events are not eligible for per diem or expense claims:

- a. Attending other districts Board meetings other than listed under Paragraph 1 above, unless authorized by the Board
- b. Retirement receptions for Beaumont-Cherry Valley Water District employees/Board members
- c. Beaumont-Cherry Valley Water District picnics or other social functions
- d. Harassment awareness training for Beaumont-Cherry Valley Water District employees (except the first training for new Board members)
- e. Chamber of Commerce meetings or mixers.

6. At the first Board meeting following the events or meetings attended, each Board member shall briefly report on the meetings or events attended at District expense. If multiple Board members attended, a joint report may be made.

Board Reimbursement Policy approved January 9, 2008

BEAUMONT CHERRY VALLEY WATER DISTRICT PERSONNEL POLICY MANUAL

DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

Facility Emergency Policy

The Beaumont Cherry Valley Water District currently owns three residences. Said residences are located on District property in close proximity to water system facilities necessary for the provision of water service. These facilities include but are not limited to wells, pipelines, reservoirs and other facilities necessary for delivery of the water. These facilities are located in remote locations in the District-owned watershed area.

The District will offer lodging in order to effectively safeguard the District facilities and respond to emergencies or other potential problems which may arise. Employees living in these residences will be required to be on an on-call schedule to provide the services described below. Such services include but are not limited to:

1. Safeguarding property and facilities from trespassers and potential vandalism
2. Monitor property and facilities on a daily basis
3. Respond immediately to facilities nearest to the residence in the event of a natural disaster or other emergency
4. first to be called upon to assist the Production Department standby employee in the event of telemetry system, distribution and transmission system, and customer service emergencies which require after hours emergency repairs (Refer to Standby Program Policy)

The Assistant General Manager is responsible for preparing the on-call schedule

It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities. These emergencies include acts of vandalism, security breaches, power failures, operational failures, floods, fires, earthquakes and other natural or manmade emergencies. It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster. The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

For items 1 and 2 above, no overtime will be paid for actually performing said services. For items 3 and 4 above, overtime will be paid after two hours of actual emergency work has been performed.

District Residences Policy

In addition to the provision of the particular Lease for Employee Housing, the employees who reside in District residences shall also be responsible for and comply with the following:

1. Employees shall pay for electric and propane utilities at their place of lodging. Employees shall be responsible for such payment within 15 days of presentation of such invoice by the District. The District will provide water.

2. Employees shall pay the possessory interest tax as invoiced by the respective County Tax Assessor/Collector
3. Employees shall establish, and pay for their personal telephone service, internet, cable etc.
4. Employees shall pay \$200 per month which will accrue to pay for major maintenance of the residence

Request for repair or maintenance items, or improvements to the residence in excess of \$200 shall be brought to the General Manager for approval

5. Employees are responsible for upkeep of individuals lawns or yards

Management will determine which employees will live in the District residences based on certain criteria. Management will write procedures for the occupant to follow for any situation that might occur. Upon selection and prior to moving into a residence, the employee shall enter into a Lease for Employee Housing as provided by the District.

ADOPTED, SIGNED AND APPROVED this 11th Day of March, 2009 by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

Dr. Blair Ball, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

Ryan Woll, Secretary to the
Board of Directors of the
Beaumont Cherry Valley Water District

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this _____ day of _____, 200_, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and (EMPLOYEE)

RECITALS:

- A. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").
- B. As a condition of employment pursuant to the Employment Agreement, (Employee) is required to reside at the Premises during the term of the Employment Agreement. (Employee) accepted employment with BCVWD under the condition that (Employee) would reside at the Premises.
- C. The Board of Directors of BCVWD requires (Employee) to live on the Premises during the term of his employment because it requires (Employee) to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.
- E. (Employee) agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make available to (Employee) the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Term. The Agreement shall commence on June 1, 2006 and at midnight one (1) year after the termination of (Employee)'s employment with BCVWD pursuant to the terms of the Employment Agreement.
2. No Payment. The parties hereby acknowledge that (Employee) shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, (Employee) shall not be required to pay to BCVWD any amount for the use of the Premises nor shall BCVWD be required to pay (Employee) any additional income because it requires (Employee) to reside at the Premises.
3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by (Employee) in or upon the Premises; provided that, (a) BCVWD shall not be required to pay more than Three Thousand Dollars (\$3,000.00) annually, which amount reflects to Two Hundred Fifty Dollars (\$250.00) pre month annualized; (b) BCVWD shall not be required to pay for any utilities after the termination of (Employee)'s employment. On the date of termination until one (1) year after the termination or on such date (Employee) vacates the Premises, (Employee) hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on June 1st and end on May 31st.

4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the County may require BCVWD to pay a possessor interest tax. The parties hereby agree that (Employee) shall pay the possessor interest tax. All possessor interest tax payments shall be made directly to the charging authority by (Employee) before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. (Employee) shall promptly furnish BCVWD with satisfactory evidence that the possessor interest taxes have been paid. If (Employee) fails to pay the possessor interest taxes when due, BCVWD may pay the taxes and (Employee) shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.
5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.
6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD's sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. (Employee) shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of (Employee). BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of (Employee).
7. Assignment. (Employee) shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than (Employee) of all or any part of the Premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Agreement.
8. Insurance.
 - a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Agreement, with respect to the Premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage: \$1,000,000 per person, \$3,000,000 per occurrence. The policy (ies) may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.
 - b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to (Employee).
 - c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name ___(Employee) as an additional insured.
9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire

and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.

10. Casualty Insurance for (Employee). (Employee) shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. (Employee) understands, acknowledges and agrees that neither the foregoing assets nor any other property of (Employee) shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of (Employee). The insurance policy shall provide that any proceeds shall be made payable to (Employee).

11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.

12. Remedies. In the even of a default by a party, the non-defaulting party without further notice to defaulting party shall have all available remedies provided by law or equity.

13. General Provisions.

a) All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or (Employee) have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

(Employee): _____

BCVWD: Beaumont Cherry Valley Water District
PO Box 2037
Beaumont, CA 92223

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and (Employee), and no verbal or oral agreements, promises or understanding shall or will be binding upon either BCVWD or (Employee), and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

- d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs to the justly entitled party.
- e) Should any part, clause, provision, or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f) A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver such additional documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.
- g) This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h) No failure by either BCVWD or (Employee) to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

_____, President of the
Board of Directors of the
Beaumont Cherry Valley Water District

(Employee)
Beaumont Cherry Valley Water District