



**BEAUMONT CHERRY VALLEY WATER DISTRICT
AGENDA
MEETING OF THE PERSONNEL COMMITTEE
Wednesday, April 1, 2009 at 1:00 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 March 18, 2009**

2. AMENDMENT OF CURRENT HOUSING AGREEMENTS**

3. 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
THE PERSONNEL COMMITTEE MEETING OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT
March 18, 2009**

CALL TO ORDER, ROLL CALL

Chairman Parks called the meeting to order at 3:00 P.M., 560 Magnolia Avenue, Beaumont, California. Those present at the meeting were Directors Parks and Ross. Also present at this meeting were Assistant General Manager Anthony Lara, Executive Assistant Blanca Marin and Business Manager Julie Salinas.

PUBLIC INPUT

No public input was presented at this time.

1. APPROVAL OF MINUTES

Minutes of February 18, 2009**

The Committee recommended approval of the February 18, 2009 Minutes as presented.

2. RECOMMENDATION FOR PER DIEM AMOUNT FOR MEALS**

After a brief discussion, the Committee recommended two options for the reimbursement of meals. One option was to leave the amount as it is currently in the Reimbursement Policy and the other option was to break down the cost as follows:

Breakfast \$10, Lunch \$15 and \$30 for Dinner.

The Committee further recommended presenting these two options to the Board.

3. REVIEW OF CURRENT HOUSING AGREEMENTS**

The Committee recommended that staff rewrite the Housing Agreement to match the current District Residences and Facility Emergency Policy. The Committee scheduled the next Personnel Meeting for April 1, 2009 at 1:00 P.M. to discuss the final draft of the Housing Agreements.

4. ADJOURNMENT

Chairman Parks adjourned the meeting at 3:20 P.M.

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

LEASE FOR EMPLOYEE HOUSING

THIS LEASE FOR EMPLOYEE HOUSING ("LEASE") is made this _____ day of _____, 20____, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and _____ ("_____").

RECITALS:

A. Beaumont Cherry Valley Water District (BCVWD) 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 are 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.

B. The District will offer lodging in order to effectively safeguard the District facilities and respond to emergencies or other potential problems which may arise.

C. Living in these residences will be required to be on an on-call schedule to provide the services as set forth in the District Residences and Facility Emergency Policy attached hereto as Exhibit "A"

D. **(EMPLOYEE NAME)** agrees to reside in the Premises during his/her term of employment with BCVWD and BCVWD shall make available to **(EMPLOYEE NAME)** 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 LEASE shall commence on _____, 2009__, and end at:
 - a. 30 days following termination if terminated for cause
 - b. 90 days following separation from District in good terms
2. Maintenance of Premises. The parties hereby acknowledge that **(EMPLOYEE NAME)** shall pay \$200 per month which will accrue to pay for major maintenance of residence. (Request for repair, maintenance items or improvements to the residence in excess of \$200 shall be brought to the General Manager for approval). **(EMPLOYEE NAME)** is responsible for upkeep of individual's lawns or yards. Repairs costing less than \$200 shall be paid by the employee.
3. Utilities. **(EMPLOYEE NAME)** Shall pay for electric and propane utilities at their place of lodging. **(EMPLOYEE NAME)** shall be responsible for such payment within 15 days of presentation of such invoice by the District. The District will provide water. **(EMPLOYEE NAME)** shall establish and pay for their personal telephone service, internet, cable etc.
4. Taxes. **(EMPLOYEE NAME)** shall pay possessory interest tax as invoiced by the respective County Tax Assessor/Collector

All possessory interest tax payments shall be made directly to the charging authority by **(EMPLOYEE NAME)** before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. **(EMPLOYEE NAME)** shall promptly furnish BCVWD with satisfactory evidence that the possessory interest taxes have been paid. If **(EMPLOYEE NAME)** fails to pay the possessory interest taxes when due, BCVWD may pay the taxes and **(EMPLOYEE NAME)** 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 LEASE.

7. Assignment. **(EMPLOYEE NAME)** shall have no right to assign, or otherwise transfer this LEASE either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than **(EMPLOYEE NAME)** 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 LEASE.

(a) Occupant List: _____

8. Insurance.

(a) BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the LEASE, 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 LEASE 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 NAME)**.

(c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name **(EMPLOYEE NAME)** 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 NAME)**. **(EMPLOYEE NAME)** 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 NAME)** understands, acknowledges and agrees that neither the foregoing assets nor any other property of **(EMPLOYEE NAME)** shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of **(EMPLOYEE NAME)**. The insurance policy shall provide that any proceeds shall be made payable to **(EMPLOYEE NAME)**.

11. Default. A party shall be deemed to be in default under the terms of this LEASE if a party shall fail to promptly perform or observe any covenant, condition or LEASE to be performed by such party under this LEASE 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 LEASE and specifying the action that must be taken to cure the claimed nonperformance.

12. Remedies. In the event 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 NAME)** have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

BCVWD:

Beaumont-Cherry Valley Water District
P.O. 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 LEASE contains all LEASE, promises and understandings between BCVWD and **(EMPLOYEE NAME)**, and no verbal or oral LEASE, promises or understandings shall or will be binding upon either BCVWD or **(EMPLOYEE NAME)**, and any addition, variation or modification to this LEASE shall be void and ineffective unless made in writing and signed by the parties hereto.

(c) Subject to the provisions of this LEASE on assignment and subletting, each and all of the covenants and conditions of this LEASE 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 LEASE 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 LEASE 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 all such additional documents, instruments and other LEASEs 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 LEASE 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 NAME)** to insist upon the strict performance by the other of any covenant, LEASE, term or condition of this LEASE, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, LEASE, term or condition. No waiver of any breach shall affect or alter this LEASE, but each and every covenant, condition, LEASE and term of this LEASE shall continue in full force and effect with respect to any other then existing or subsequent breach.

(i) Nothing contained in this LEASE shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership

or of joint venture or of any association between BCVWD and **(EMPLOYEE NAME)**, and no provisions contained in this LEASE nor any acts of the parties shall be deemed to create any relationship between BCVWD and **(EMPLOYEE NAME)**, other than the relationship of employer and employee.

(j) This LEASE is not subject to modification except in writing.

(k) This LEASE may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this LEASE attached hereto.

(l) All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

BCVWD:

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By _____

Its _____

By _____

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: Ball, Parks, Dopp, Ross and Woll
NAYS: None
ABSENT: None
ABSTAIN: None

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

Attest:

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