



Beaumont-Cherry Valley Water District
560 Magnolia Avenue, Beaumont, CA 92223

**CALL OF SPECIAL MEETING
OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT
PERSONNEL COMMITTEE OF THE BOARD OF DIRECTORS**

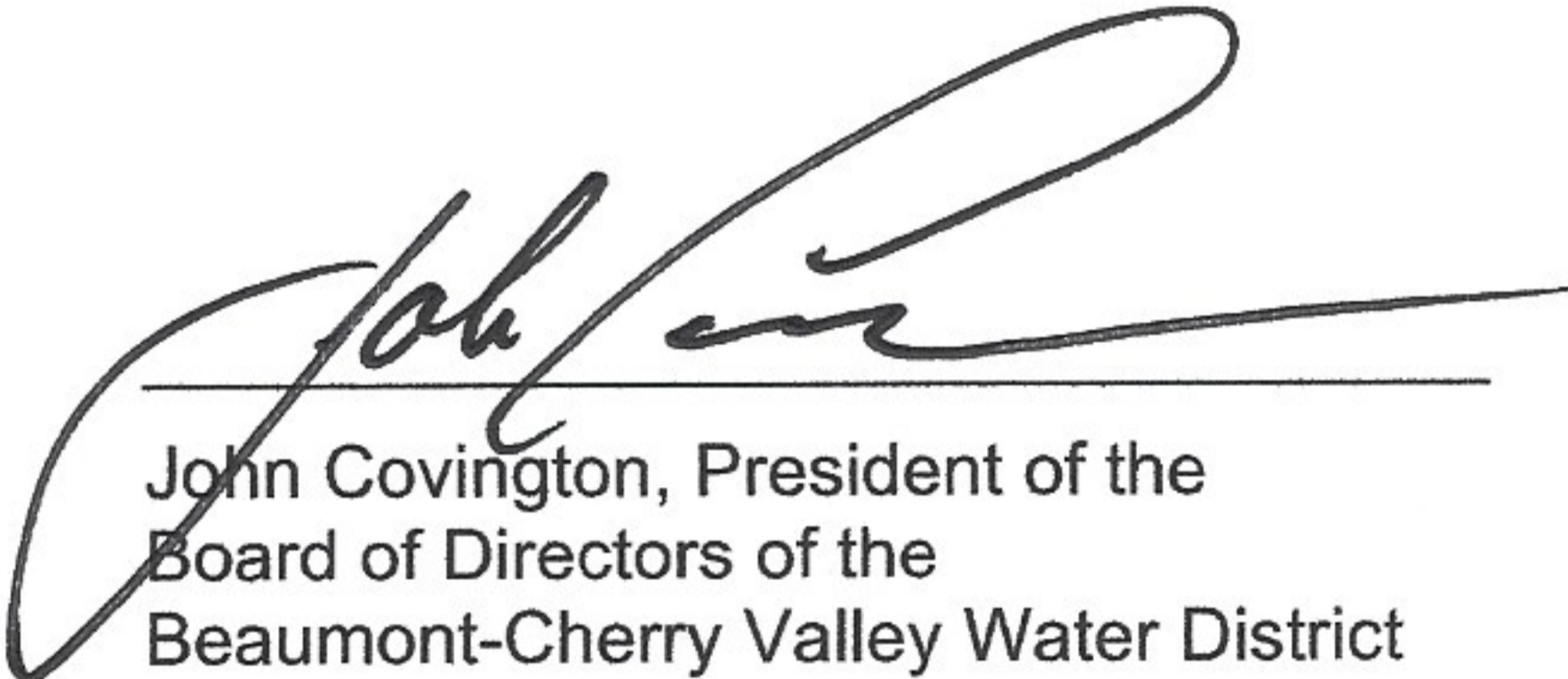
The undersigned, John Covington, President of the Beaumont-Cherry Valley Water District, hereby calls a Special Meeting of the Personnel Committee of the Board of Directors to be held

Monday, June 1, 2020 at 5:30 p.m.

This meeting will be held via teleconference.

The agenda for said meeting will be posted no later than 5:29 p.m. on Sunday, May 31, 2020.

Dated: Wednesday, May 27, 2020



John Covington, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District



Beaumont-Cherry Valley Water District
560 Magnolia Avenue, Beaumont, CA 92223

SPECIAL MEETING NOTICE

**Special Meeting of the
Personnel Committee of the
Board of Directors of the
Beaumont-Cherry Valley Water District
Monday, June 1, 2020 at 5:30 p.m.**

TELECONFERENCE NOTICE

***This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Order N-25-20
One or more of the BCVWD Directors may attend via teleconference
To access the teleconference:
Please dial 712-770-4010 and Enter Code 754421***

NOTICE IS HEREBY GIVEN that a Special Meeting of the Personnel Committee of the Board of Directors of the Beaumont-Cherry Valley Water District has been scheduled for Monday, June 1, 2020 at 5:30 p.m.

The agenda for this meeting will be posted no later than 5:29 p.m. on Sunday, May 31, 2020.

Respectfully,

Yolanda Rodriguez
Director of Finance & Administrative Services



BEAUMONT-CHERRY VALLEY WATER DISTRICT
560 Magnolia Avenue, Beaumont, CA 92223

PERSONNEL COMMITTEE SPECIAL MEETING AGENDA
Monday, June 1, 2020 - 5:30 p.m.

TELECONFERENCE NOTICE

*This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Orders N-29-20 and N-33-20
The BCVWD Personnel Committee members will attend via
teleconference*

To access the teleconference:

*Please dial **712-770-4010** and Enter Code **754421***

Meeting materials will be available on the BCVWD's website:

<https://bcvwd.org/document-category/personnel-committee-agendas/>

Call to Order: Chair Covington

Announcement of Teleconference Participation

Roll Call

Teleconference Verification

Public Comment

PUBLIC COMMENT: At this time, any person may address the Personnel Committee on matters within its jurisdiction which are not on the agenda. However, any non-agenda matters that require action will be referred to staff for a report and possible action at a subsequent meeting. Please limit your comments to three minutes. Sharing or passing time to another speaker is not permitted.

- 1. Adjustments to the Agenda**
- 2. Acceptance of Personnel Committee Special Meeting minutes:**
 - a. March 30, 2020 (pages 4 – 8)

ACTION ITEMS

- 3. Update on action related to Employee Benefits**
 - a. Health benefit cost detail (requested at 3/30/2020 meeting) (page 9)

4. **Update and Direction related to Director Benefits** (page 10 - 28)
 - a. Health coverage for Directors
 - b. Medical reimbursement program
 - c. Proposed Resolution 2020-__ : Fixing the Employer's Contribution Under the Public Employees Medical and Hospital Care Act (PEMHCA) with Respect to Non-CalPERS Elected Directors
5. **Employee Uniforms as Special Compensation** (pages 32 – 39)
6. **District Residences and Emergency Facility Policy and properties** (pages 40 – 69)
7. **Report from Human Resources Department** (page 73)
8. **Action List for Future Meetings**
 - *Employee Association topics*
 - *Policy manual updates*
9. **Next Meeting Date: July 27, 2020**

Adjournment

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Personnel Committee of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Office at the same time as they are distributed to Committee Members, except that if such writings are distributed one hour prior to, or during the meeting, they will be made available on the District website: www.bcvwd.org.

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Special Meeting Agenda may be made up to 24 hours before the Committee Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 24 hours prior to the Committee Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.org or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

**CERTIFICATION OF POSTING
SPECIAL MEETING**

I certify that on or before 5:29 p.m. May 31, 2020, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 24 hours in advance of the meeting (Government Code §54956(a)).



Digitally signed by Yolanda Rodriguez
DN: cn=Yolanda Rodriguez, o=Finance and
Administration, ou=Finance and Administration,
email=yolanda.rodriguez@bcvwd.org, c=US
Date: 2020.05.28 16:41:58 -07'00'

Yolanda Rodriguez
Director of Finance and Administration



BEAUMONT-CHERRY VALLEY WATER DISTRICT AGENDA
560 Magnolia Avenue, Beaumont, CA 92223

MINUTES OF THE PERSONNEL COMMITTEE MEETING
Monday, March 30, 2020 at 5:30 p.m.

***Meeting held via teleconference pursuant to
California Government Code Section 54950 et. seq. and
California Governor's Executive Orders N-29-20 and N-33-20***

CALL TO ORDER

Chair Covington called the meeting to order at 5:33 p.m. at 560 Magnolia Avenue, Beaumont, California.

Announcement of Teleconference Participation

Director of Finance and Administration Yolanda Rodriguez clarified that this meeting is conducted via teleconference pursuant to California Government Code Section 54953, and under Executive Order N-29-20 and N-33-20 of the Governor of California.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda for this meeting, pursuant to the Brown Act and the Governor's Executive Order. Under the Governor's Executive Order and the Gathering Guidelines of the California Department of Health due to the danger of COVID-19, the teleconference locations are not publicly accessible. The public's right to comment and participate in the meeting is being assured via teleconference capabilities.

The Beaumont-Cherry Valley Water District (BCVWD) will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to meetings.

Attendance

<i>Directors present:</i>	<i>Ramirez, Covington</i>
<i>Directors absent:</i>	<i>None.</i>
<i>Staff present:</i>	<i>General Manager Dan Jagers; Director of Finance and Administrative Services Yolanda Rodriguez, Human Resources Coordinator Sabrina Foley, Administrative Assistant Erica Gonzales</i>
<i>BCVWD Employee Association reps:</i>	<i>Julian Herrera Erica Gonzales</i>

Director of Finance and Administration Yolanda Rodriguez verified that all members of the Personnel Committee and staff have indicated that they are able to hear the other directors clearly on the teleconference. No committee members or staff expressed any reason to

believe, based on voice recognition or otherwise, that those persons representing themselves to be committee members are not truly so.

PUBLIC INPUT: *None.*

ACTION ITEMS

1. Adjustments to the Agenda: None.
2. Approval of the January 27, 2020 Meeting minutes

The Committee accepted the minutes of the Personnel Committee meeting.

3. Update on action related to Employee Benefits

Human Resources Coordinator Sabrina Foley reminded the Committee that last year, the Employee Association requested more robust options to be provided for ancillary benefits, which are those apart from health benefits and are fully employee paid. Open enrollment for these benefits has been successfully completed, and will be effective April 1. Feedback to Human Resources has so far been positive, she reported.

Unless the Employee Association has further concerns, this request has been met, Foley stated. Ancillary benefits were also offered to directors, she added. President Covington asked about the differences in new benefits. Ms. Foley explained that type of benefits was not changed, but the District changed companies in order to offer more complete and cost-effective options to the employees. For example, one of the requests was to add a dental PPO, and that has been satisfied, she noted.

In response to President Covington, Ms. Foley explained the only area where additional costs would be incurred by the employee would be in moving from the dental HMO to the new PPO. Any other increases in costs were minimal, she said, while providing quality options. This was a special open enrollment, and another will coincide with the health enrollment in the fall for 2021.

President Covington clarified that the ancillary benefits are also available to directors and asked if there would be another opportunity in the fall open enrollment. Ms. Foley noted it was offered to directors during this enrollment period and it will be available again in the fall.

Director Ramirez said he went through the process and appreciated the assistance offered. He suggested the next time, staff assure that the vendor representative is aware of the work of the directors and their qualifying status for benefits.

President Covington indicated he did not realize that the companies that kept contacting him were part of an open enrollment window. Ms. Foley assured she would communicate further in the fall.

4. Update and Direction related to Director Benefits

- a. Health coverage for Directors
- b. Medical reimbursement program

Human Resources Coordinator Sabrina Foley reviewed the background of the item. Health insurance is currently provided to employees who are not elected officials through CalPERS, which generally restricts eligibility to full time employees. The Board directed staff to research options for Board members, she reminded. In 2019, legal counsel advised that cash in lieu of benefit is not an option for elected officials, Foley continued, nor were they eligible for the CalPERS pension membership. However, CalPERS confirmed verbally that the District contracted with CalPERS in the past to include Board members as eligible employees for the health program membership. If the Board resolved to do so and posts the resolution with CalPERS, then BCWVD can offer health coverage through CalPERS but not the pension plan.

BCVWD currently has such a resolution on file with CalPERS: a letter was provided in 1999 which does leave the option open for participation; however, the payment amount is outdated, she explained, therefore the resolution is no longer compliant. Foley requested guidance from the Personnel Committee and outlined some options moving forward.

First, the resolution can be amended to state the employer will contribute the PEMCA minimum. This will have a varied fiscal impact: for 2020, it would be up to \$8,340 but is subject to change per the PEMCA minimum as established annually by CalPERS, Foley explained.

Another option is to for the Board to adopt a new benefits resolution which defines what will be provided to Board members. The Board should match the benefits offered to an employee group, she noted, so the Board cannot provide themselves with greater benefits than the employees. The fiscal impact would vary, she noted. If a 100 percent benefit were chosen the cost could be up to \$126,854.40 annually based on current costs, but this will vary as rates are negotiated, she advised.

President Covington asked what level of benefits are offered to employees. Ms. Foley advised that all employees enrolled in CalPERS medical receive 100 percent employer paid health benefit premium, including family coverage. In response to Covington, Ms. Foley noted that CalPERS offerings are through various companies but the coverage is substantially the same.

President Covington inquired as to current costs. Ms. Foley estimated monthly costs to the District from \$654 for an employee and spouse plan, to \$2,114 for a family plan per employee. Most employees fall in \$1,700 cost range. In response to Covington, Foley explained cost differences and agreed to provide a spreadsheet with detail.

Ms. Foley suggested the Committee recommend to the Board the adoption of a new benefits resolution in order to determine what will be offered to directors.

Director Ramirez pointed out that the intention was to do what is most equitable and fair for the District and said he feels now is the time to move this forward. He recommended providing the option to directors to receive District covered health insurance and for them to be able to elect it as do the employees. Director Ramirez submitted that at a previous meeting, Director Hoffman indicated that although he did not need District-provided health insurance, that options to help him financially might be considered if he did not elect coverage. He suggested recommending this to the Board at the next meeting.

President Covington asked for clarification and Director Ramirez indicated he was leaning toward 100 percent District-paid health insurance. General Manager Jagers advised this item will require a lot of work and Director Ramirez indicated the April 23 Board meeting would be acceptable. President Covington indicated he did not want the director per diem item on the same agenda. He posited that the District also needs to amend the CalPERS resolution related to the issue and agreed with Director Ramirez that options for directors would be good.

HR Coordinator Foley reminded the Committee that the District cannot provide cash in lieu of benefits, but said she understands that directors not participating in insurance should not be left at a disadvantage. She asked for any requests committee members may suggest. President Covington suggested the medical reimbursement program like that of the San Geronio Pass Water Agency. Ms. Foley voiced concern that this option is not offered to employees and it may be considered a benefit above what is offered to staff and therefore might run into issues. She said she will look into it.

In addition, Foley continued, a consultant suggested the option to rollover a premium amount into deferred compensation for directors, such as a 457. Covington and Ramirez concurred. Foley cautioned this will need to be vetted with legal counsel, and said this might be considered for employees also. President Covington asked Ms. Foley to return the item with some options once it had been vetted by legal for the April 23 Board meeting. He suggested information be provided to the Personnel Committee as soon as available. Mr. Jagers assured the committee that staff will work toward the action for April 23, but staffing may be impacted due to COVID-19.

5. 2019 Performance Evaluation Compliance Report

Ms. Foley advised that this is before the Committee as part of the amended policy for Employee Performance Evaluation procedure, which requires this be presented to the Board. She reviewed the summary of the 2019 evaluation compliance which is at 53 percent.

Ms. Foley indicated she has enacted measures to improve this performance such as conducting supervisor training. The goal for 2020 compliance is significant improvement,, she said.

President Covington requested to receive the HR newsletter via email; Director Ramirez also requested.

6. Report from Human Resources Department

Chair Covington noted that four employees were separated from the District within two months. Ms. Foley noted that two were temporary employees whose assignments ended as scheduled. Two others were voluntary separations, she said.

Chair Covington commended the HR Coordinator on the reports.

Ms. Foley continued her report and detailed some activities related to the COVID-19 situation including best practices and the enactment of the Families First Act. She also noted trainings provided.

7. Action List for Future Meetings

- *Employee Association topics (none added)*
- *Policy manual updates*

8. Next Meeting Date:

Chair Covington called a special meeting for Monday, May 18, 2020 at 5:30 p.m.

ADJOURNMENT: 6:25 p.m.

Attest:

DRAFT UNTIL APPROVED

John Covington, Chairman
to the Personnel Committee of the Beaumont-Cherry Valley Water District

DRAFT

Health Benefit Cost Detail 2020

Available Plans	Plan Code	Monthly Premium			Annual Cost		
		Employee Only	Employee + 1	Employee + Family	Employee Only	Employee + 1	Employee + Family
Anthem Blue Cross HMO Select	508	\$ 619.93	\$ 1,239.86	\$ 1,611.82	\$ 7,439.16	\$ 14,878.32	\$ 19,341.84
Blue Shield Access +	527	\$ 813.17	\$ 1,626.34	\$ 2,114.24	\$ 9,758.04	\$ 19,516.08	\$ 25,370.88
Health Net SmartCare	530	\$ 648.42	\$ 1,296.84	\$ 1,685.89	\$ 7,781.04	\$ 15,562.08	\$ 20,230.68
Kaiser Permanente	535	\$ 664.39	\$ 1,328.78	\$ 1,727.41	\$ 7,972.68	\$ 15,945.36	\$ 20,728.92
United Healthcare	578	\$ 668.31	\$ 1,336.62	\$ 1,737.61	\$ 8,019.72	\$ 16,039.44	\$ 20,851.32

Enrollment

Plan	Number of Active Employees Enrolled	Number of Retired Employees Enrolled
Anthem Blue Cross HMO Select	4	1
Blue Shield Access +	13	1
Health Net SmartCare	0	0
Kaiser Permanente	13	3
Untied Healthcare	3	0
Total Enrolled	33	5
Amount Paid by District	100%	\$474.00 per Enrollee



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
June 1, 2020**

Item 4

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Update and Direction related to Director Benefits

Staff Recommendation

Recommend Resolution 2020-__ Fixing the Employer’s Contribution Under the Employees Medical and Hospital Care Act (PEMHCA) with Respect to Non-CalPERS Elected Directors, and Review of Director Benefits to the Board of Directors for adoption.

If desired, provide direction to staff regarding drafting of a Resolution to increase the District’s contribution to Health Premiums in order to equitably compensate Directors, including preferred deferred compensation plan if Option #4 is selected.

Background

An analysis of current director per diem rates at comparable agencies was presented to the Board at the October 9, 2019 regular meeting. (See **Attachment 1:** Director Health Benefits and Per Diem Comparison, and **Attachment 2:** Agency Value Comparison. These items demonstrate the value of Director Compensation and Benefits from comparable agencies, assuming three meetings or “per diem” qualifying events per month.) Since many other comparable agencies offer health insurance benefits to their elected Board members, at the Committee’s direction, staff investigated the possibility of offering comparable health benefits to BCVWD directors or an equitable per diem compensation rate in lieu of the health benefit. The objective of this direction is to compensate the Board of Directors fairly based on data for the region. Equitable and fair compensation for the Board of Directors is recommended by staff in order to attract and maintain quality candidates, and to compensate elected members for the time and effort spent in service to the District.

At its meeting of December 18, 2019, the Board discussed options for offering health insurance or other equitable benefits to Board members. Options such as a medical reimbursement program were discussed, and the Board directed staff to bring back options for primary healthcare and medical reimbursement.

Staff presented detailed information to the Personnel Committee at its January 27, 2020 and March 30, 2020 meetings. The Committee recommended that the Board of Directors consider adoption of a benefits Resolution in order to clarify available benefits for directors. There is an existing Resolution 99-8 (**Attachment 3**) which permits members of the Board of Directors to enroll in health benefits through CalPERS. The 99-8 Resolution has outdated information not compliant with PEMHCA (Public Employees’ Medical and Hospital Care Act), and Staff recommended that the Resolution be updated. Additionally, the current Resolution does not clearly define availability of other benefits to Directors, such as life insurance, Ancillary benefits, and EAP (Employee Assistance Program) participation, and the proposed updated Resolution would do so.



Summary

Currently, BCVWD contracts for health insurance through CalPERS (California Public Employees' Retirement System), which offers a variety of health plans through its Health Program. CalPERS restricts eligibility for these plans to full time employees who meet the minimum requirements for CalPERS Pension membership. However, CalPERS classifies elected officials separately and permits Board Members to participate in the CalPERS Health Program without enrollment in the CalPERS Pension Program.

According to CalPERS, it is allowable for Board Members to enroll in the CalPERS Health Program, if the Board has Resolved to do so, and filed the Resolution with CalPERS. The currently adopted 99-8 Resolution establishes CalPERS Health Program participation for the Board of Directors, which was appropriately filed with CalPERS via letter dated May 19, 1999. CalPERS verbally confirmed the 99-8 Resolution is still active and confirmed in their records for this purpose.

This resolution establishes the Board Members as "contracted" with CalPERS for the CalPERS Health Program for health and welfare benefits. The current resolution specifies that the District will pay the minimum enrollment amount which is established by CalPERS each year (also known as the PEMHCA Minimum), for Board members should they elect to enroll in medical coverage for themselves and eligible dependents. Should a Board Member elect benefits, they would pay the difference for the plan's premium at their own cost. Board Members are currently eligible to enroll in a CalPERS health plan during the established open enrollment period, upon election to the Board, or due to a Qualifying Life Event as defined by the Affordable Care Act (ACA).

The PEMHCA Minimum changes annually, and currently is set at \$139.00 for 2020. If any Board members elected to participate in the CalPERS Health Program, with the proposed updated Resolution to comply with CalPERS requirements, they would pay the difference of the monthly premium, after the District's contribution of \$139.00 per month, equal to the PEMHCA minimum.

In addition to updating the 99-8 Resolution to address the PEMHCA minimum, staff advises the Board to clearly define what benefits will be offered to Board Members. Some factors for consideration are Ancillary (non-medical) benefits, vesting schedule for benefits into retirement, and options for board members who decline health benefits. Some benefits may be offered to Directors at no additional cost to the District, such as the CalPERS 457 Plan, supplemental insurance, Dental benefits, and Vision benefits, to be purchased at each Director's own cost and option. Staff has determined that "Cash-in-Lieu" of benefit is not an option for elected officials, which was presented during the November 25, 2019 Personnel Committee Meeting. (The CalPERS 457 Plan was adopted for all District employees by Resolution 2012-06, **Attachment 9.**)

Additional factors for consideration are that the Board of Directors' benefits offerings should not exceed those offered to a non-safety employee group (such as the Management group). For the purposes of offering benefits, the Board of Directors are considered an "employee group," and the same benefits options must be offered to all Directors (i.e. one single list of options for all Directors). The Board of Directors as an employee group are subject to the same regulations which permit employees to enroll during the Open Enrollment period or for a Qualifying Life Event.



The Personnel Committee has considered options such as the CalPERS 457 Plan, Flexible Spending Account (FSA) option, or a Health Reimbursement Arrangement (HRA) option. The IRS imposes maximum contribution limits for such accounts for participants. Also, if the District were to offer contributions to a 457 Plan, such contributions would be considered “PERS-able”, meaning the value must be reported to CalPERS as compensation if Directors are enrolled in the CalPERS Pension Plan with a former/other employer.

Alternately, if the Personnel Committee would like to offer an HRA option to Board Members, staff recommends adding this benefit option to all employees of the District, at their own cost and option. Staff makes this recommendation in order that the Board of Directors’ benefits offerings should not exceed those offered to non-safety employee groups, and there is not currently an HRA offered to employees of the District. Please see **Attachment 4** for a definition and comparison of available options for deferred compensation in lieu of receiving health premiums.

As established with Attachments 1 and 2, the Beaumont-Cherry Valley Water District offers benefits of significantly less value to its Board of Directors than comparable agencies in the region. Thus, the Personnel Committee requested staff to provide data on the cost to provide District-paid medical benefits to Board Members. **Attachment 5** lists the available plans through the CalPERS Health Program and a comparison of 2020 health premiums for different levels of enrollment. Cost estimates are approximated using the highest cost plan with the highest level of enrollment for budgeting considerations and fiscal impact. However, it is unlikely that all Directors would select the highest cost plan or enroll with multiple dependents. **Attachment 6** shows that each plan provides equitable services and coverage. These plans are available through CalPERS and are the same plans currently offered to District employees. Differences in plan cost are due to network differences. For example, a Primary Care Physician (PCP) may accept Anthem Blue Cross but may choose not to accept United Healthcare insurance.

Attachment 7 illustrates Board Member compensation under different scenarios and options. In order to bring Director compensation to a level equitable with comparable agencies, staff recommends consideration of one of the following options:

- *Option #1:* The Board keeps Director benefits at the existing level, providing the PEMHCA minimum as established by CalPERS each year. The Personnel Committee recommends Resolution 2020-__ to the Board of Directors to update the existing Resolution #99-8 and to list all benefits currently available to Directors.
- *Option #2:* The Personnel Committee recommends that the District provide health benefits to the Board of Directors at the same level as current full-time employees of the District (100% District covered for the Board Member and their eligible dependents). The Personnel Committee also recommends Resolution #20-XX to the Board of Directors to update the existing Resolution #99-8 and to list all benefits currently available to Directors.
- *Option #3:* The Personnel Committee recommends that the District provide health benefits to the Board of Directors at 50% of the cost of the employee’s selected health premium (50% District covered for the Board Member and their eligible dependents). The Personnel Committee also recommends Resolution #20-XX to the Board of Directors to update the existing Resolution #99-8 and to list all benefits currently available to Directors.



- *Option #4:* The Personnel Committee recommends that the District provide a flat contribution in the amount of \$815.00 for each Board Member to use *either* toward a District-sponsored health plan or to be deferred to a deferred compensation plan (457 Plan, HRA, or FSA, to be determined). The Personnel Committee also recommends Resolution #20-XX to the Board of Directors to update the existing Resolution #99-8 and to list all benefits currently available to Directors.

Staff recommends consideration of Option #4, since a flat contribution would be more equitable among Directors who may not have need of medical coverage and would provide the same level of benefit to Directors regardless of plan choice or the number of dependents enrolled. A flat contribution is also more efficient to administer and adjust in future years to maintain a fair level of compensation. Staff proposes a flat contribution amount of \$815.00 per month per director. This amount would allow a Director to enroll themselves, but not their dependents, in their choice of the District's available health plans, and would bring Director value of compensation closer to the average of comparable agencies. Under Option #4, a Director who elects not to enroll in a District-sponsored health plan would be permitted to defer the contribution amount to a deferred compensation plan (type to be determined). The type of deferred compensation plan may affect the contribution amount, since the IRS sets a maximum contribution amount for such plans. If the maximum contribution is reached within a plan year, the District would stop contributions for the remainder of the plan year.

Recommended Actions Today

- Recommend Resolution 2020-__ Fixing the Employer's Contribution Under the Employees Medical and Hospital Care Act (PEMHCA) with Respect to Non-CalPERS Elected Directors, and Review of Director Benefits to the Board of Directors for adoption; and
- Recommend that Staff draft a Resolution to allocate a flat contribution amount in the amount of \$815.00 per month for Directors to use either toward a District-sponsored health plan or to be deferred to a deferred compensation plan; and
- Provide direction to Staff regarding the type of deferred compensation plan preferred.

Fiscal Impact

The Fiscal Impact will vary based on direction provided.

For CalPERS Health Program participation under the currently adopted 99-8 Resolution, the impact is estimated to be up to \$8,340 annually to meet the required PEMHCA Minimum for 2020, which is \$139.00 per member per month. This estimate is based on the PEMHCA Minimum as established by CalPERS and will vary year to year, most likely increasing in the future. This fiscal impact represents no change to the current offerings to Directors of BCVWD, since the PEMHCA minimum contribution was established by the 99-8 Resolution in May 1999.

If the Board directs Staff to allow Directors to defer the amount of the PEMHCA minimum to a 457 Plan (for those Directors who do not wish to participate in the Health Plan), the amount



of the deferment must be reported to CalPERS as compensation in the event of the Director's retirement (i.e. "PERS-able" income). This would be relevant for Directors who are established members of the CalPERS Pension Plan through another employer. Other types of deferred compensation plans would have a varied impact based on established IRS requirements each year.

Additionally, any elected Board Members who are previously enrolled in CalPERS due to other employment may become eligible for benefits in retirement, when they retire from BCVWD after vesting has been met. For example, if a Board Member was previously employed with the City of Beaumont and was enrolled in CalPERS, then is elected to the BCVWD Board of Directors and serves several consecutive terms, then retires after vesting, they would be eligible for health contributions from BCVWD in retirement. Currently, BCVWD contributes \$434.00 per month to health plans for retirees from BCVWD, as stated in Resolution 2003-07 (**Attachment #8**).

Fiscal impact information for Options #1-4 described above are listed in **Attachment 7**.

Attachments

1. Director Health Benefits and Per Diem Comparison
2. Agency Value Comparison
3. Resolution 99-8: Resolution of the Board of Directors of the Beaumont-Cherry Valley Water District Electing to be Subject to the Public Employees' Medical and Hospital Care Act Only with Respect to Elected Members of the District Fixing the District's Contribution for Elected Members and the Employer's Contributions for Annuitants at Different Amounts
4. Definitions and Comparison of Deferred Compensation Plan Options In lieu of Medical Premiums
5. CalPERS 2020 Health Premiums
6. 2020 Health Plan Comparison
7. Cost Comparison
8. Resolution 2003-07: Resolution to be Subject to the Public Employees' Medical and Hospital Care Act and Fixing the Employer's Contribution for Employees and the Employer's Contribution for Annuitants at Different Amounts
9. Resolution 2012-06: Resolution of the Board of Directors of the Beaumont-Cherry Valley Water District Establishing CalPERS Supplemental Income 457 Plan

Prepared by Sabrina Foley, Human Resources Coordinator

RESOLUTION 2020-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BEAUMONT-CHERRY VALLEY WATER DISTRICT
FIXING THE EMPLOYER'S CONTRIBUTION UNDER
THE EMPLOYEES MEDICAL AND HOSPITAL CARE
ACT (PEMHCA) WITH RESPECT TO NON-CALPERS
ELECTED DIRECTORS, AND REVIEW OF DIRECTOR
BENEFITS**

WHEREAS, it is recognized that each member of the Board of Directors expends a considerable amount of time and effort serving on committees and attending meetings including, but not limited to, meetings of the Board of Directors; and

WHEREAS, the office of Director is a public service position and should not be considered an employment position for the purpose of generating income for the Director. This Resolution seeks to establish a reasonable and equitable package of benefits for the time and effort put forward by Board members; and

WHEREAS, under Government Code sections 53201 and 53205.1, a special district may provide benefits to its Board members and their families, including medical, dental, vision and life insurance; and

WHEREAS, Government Code section 22850 provides the benefits of the Public Employees' Medical and Hospital Care Act to employees and annuitants of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, the Beaumont-Cherry Valley Water District, hereafter referred to as Public Agency, is a local agency contracting with the Public Employees' Retirement System; and

WHEREAS, the Public Agency desires to obtain for its employees, annuitants, and Directors the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and regulations; and

WHEREAS, the California Public Employees' Retirement System will set the minimum contribution for employers by the authority of the Public Employees' Medical and Hospital Care Act each year,

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Beaumont-Cherry Valley Water District that:

1. Members of the Board of Directors are eligible to enroll in District-sponsored group plans available to eligible employees for health (previously established in Ordinance 1999-8), dental, vision, life insurance, employee assistance program (EAP), Flexible Spending Account (FSA), CalPERS 457 Plan, and Ancillary benefits. The benefits allowed to the members of the Board of Directors shall not be greater than the most generous schedule of benefits being received by any District Employee Group. Available benefits are defined in Exhibit A.
2. The District may, subject to the same terms and conditions as may be established by the Board, contribute to the cost of health and welfare insurance coverage to current Board members, their spouses, and dependents. Such contribution will be equal to or greater

than the PEMHCA Minimum as established by CalPERS by the authority of the Public Employees' Medical and Hospital Care Act.

3. The benefits attached hereto as Exhibit A, are made a part of this Resolution and are hereby available to the elected Directors of the Beaumont-Cherry Valley Water District, effective July 1, 2020.

ADOPTED this _____ day of _____, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

DRAFT UNTIL ADOPTED

DRAFT UNTIL ADOPTED

Director John Covington, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District

Director Lona Williams, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District

Attachments: Exhibit A – Benefits of the Board of Directors and Resolution 99-8



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EXHIBIT A

Benefits of the Board of Directors

Resolution 2020-__ adopted DATE TBD.

Type of Benefit	
Life Insurance (1x annual rate, calculated for an average of three (3) per diems / month)	Provided by District
AD&D insurance (1x annual rate, same as above)	Provided by District
Employee Assistance Program (EAP)	Provided by District
Voluntary Life Insurance for Spouse and Child(ren)	Available for purchase
Vision insurance plan	Available for purchase
Dental DHMO or DPPO (choice)	Available for purchase
Supplemental Life Insurance	Available for purchase
Flexible Spending Account (FSA)	Available for purchase
CalPERS 457 Savings Plan	Available for purchase
Medical Insurance Benefits through CalPERS Health Program for Director and all dependents (choice of Plan)	District pays PEMHCA Minimum or amount established by Resolution, Member pays the remaining cost
Benefits Upon Retirement	District does not provide benefits upon retirement unless required by Resolution, Code, or Law

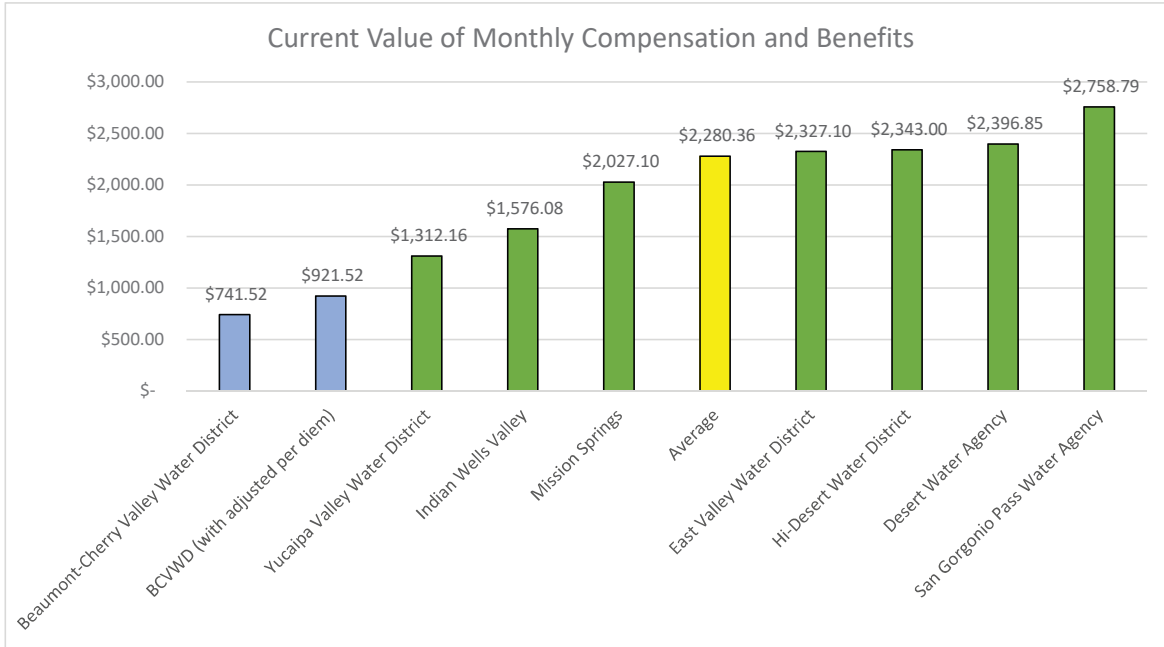
Attachment 1: Director Health Benefits and Per Diem Comparison

AGENCY	PER DIEM	MAX	# FTES	# WATER CONN	BUDGET \$MIL	HEALTH?	Est. value of health benefit (month)*	NOTES
Beaumont-Cherry Valley WD	\$ 200.00	10	36	19,000	\$ 16.5	None offered	\$ -	
Valley Center (NE San Diego County)	\$ 100.00	10	61	10,163	\$ 54.2	Yes, but 0% paid by agency	\$ -	Water and wastewater
Mission Springs Water Dist (Desert Hot Spr)	\$ 100.00	10	49	13,161	\$ 14.0	95% pd for EE and dependents	\$ 1,727.10	Water and wastewater
Indian Wells Valley (Ridgecrest)	\$ 110.25	10	30	12,000	\$ 11.9	68.5% paid by agency for EE and dependents	\$ 1,245.33	Per diem auto increase 5%
Lakeside (San Diego County)	\$ 125.00	10	14	7,000	\$ 7.9	100% paid for EE and dependents	\$ 1,818.00	
Yucaipa Valley Water District	\$ 140.72	10	62	12,434	\$ 27.7	Cafeteria Plan \$890	\$ 890.00	Water & wastewater
Rainbow Municipal (South of Temecula)	\$ 150.00	2+	52	8,200	\$ 41.0	100% EE only	\$ 682.00	Mitgs limited to those assigned. Water, Wastewater
Olivenhain (Encinitas)	\$ 150.00	10	86	28,724	\$ 66.4	100% paid for EE and dependents	\$ 1,818.00	Water and wastewater
La Puente (West Covina)	\$ 155.11	8	21	2,500	\$ 3.9	100% paid for EE and dependents	\$ 1,818.00	
Rincon del Diablo (Escondido)	\$ 160.00	10	21	8,000	\$ 23.7	100% paid for EE only	\$ 682.00	Water, wastewater and fire
West Valley Water Dist (Rialto)	\$ 161.70		63	21,676	\$ 31.0	100% paid for EE and dependents	\$ 1,818.00	Water only. Automatic 5% annual per diem increase
Joshua Basin Water (Joshua Tree)	\$ 173.63		28	5,400	\$ 9.0	None	\$ -	
Hi-Desert Water District (Yucca Valley)	\$ 175.00	10	45	10,648	\$ 8.4	100% paid for EE and 1 dependent	\$ 1,818.00	Water and wastewater
Rowland Water District (La Puente)	\$ 185.00	10	37	13,500	\$ 24.8	100% paid for EE and dependents	\$ 1,818.00	
East Valley Water District (Highland)	\$ 200.00	10	67	21,613	\$ 55.5	95% pd for EE and dependents	\$ 1,727.10	Water & wastewater
Vista Irrigation Dist (Escondido, Oceanside)	\$ 200.00	10	90	28,688	\$ 51.0	100% paid for EE and dependents	\$ 1,818.00	
El Toro (Lake Forest / Laguna Woods)	\$ 219.00	10	61	9,948	\$ 22.7	None	\$ -	
San Geronio Pass Water Agcy	\$ 252.93	5	11	-	\$ 25.2	No insurance: Medical Reimbursement Plan: Covers EE and all dependents up to \$2,000	\$ 166.67	Per Diem annual auto increase by EE COLA, max. 5%. State Water Contractor.
Desert Water Agency (Palm Springs)	\$ 389.75	10	85	23,000	Not Available	100% for EE, 80% for 1 dependent, 0 for more dependents	\$ 1,227.60	State Water Contractor
Average per diem, all:	\$ 176.22					Average monthly value, all:	\$ 1,170.77	
Median per diem, all:	\$ 161.70							

*Based on average of \$1818 family coverage (Kaiser Health Costs Report 2019, pg 36), OR the average cost of a BCVWD family coverage plan, OR actual amount

Attachment 2: Agency Value Comparison

	Current Value of Monthly Compensation and Benefits	Approximate Monthly Compensation	Value of Benefits
Beaumont-Cherry Valley Water District	\$ 741.52	\$ 600.00	\$ 141.52
BCVWD (with adjusted per diem)	\$ 921.52	\$ 780.00	\$ 141.52
Yucaipa Valley Water District	\$ 1,312.16	\$ 422.16	\$ 890.00
Indian Wells Valley	\$ 1,576.08	\$ 330.75	\$ 1,245.33
Mission Springs	\$ 2,027.10	\$ 300.00	\$ 1,727.10
Average	\$ 2,280.36	\$ 676.76	\$ 1,603.61
East Valley Water District	\$ 2,327.10	\$ 600.00	\$ 1,727.10
Hi-Desert Water District	\$ 2,343.00	\$ 525.00	\$ 1,818.00
Desert Water Agency	\$ 2,396.85	\$ 1,169.25	\$ 1,227.60
San Geronio Pass Water Agency	\$ 2,758.79	\$ 758.79	\$ 2,000.00



BEAUMONT-CHERRY VALLEY WATER DISTRICT

DIRECTORS

Gary McKenzie

President

Dave Andrews

Vice President

William Hurlbirt

David L. Sumner

Joseph Voigt

P.O. Box 2037

560 Magnolia Avenue

Beaumont, California 92223-2258

Telephone 909-845-9581

Fax 909-845-0159

OFFICERS

Jo Ellen Seick

Secretary of the Board

Dave L. Sumner

Treasurer

J.C. Reichenberger

Parsons Engineering Science

Engineer

Jeffry Ferre

General Counsel

May 19, 1999

Ms. Rosie Jimenez
CalPERS
Administrative/Contract Unit
P. O. Box 942714
Sacramento CA 94229-2714

Dear Ms. Jimenez:

Enclosed please find District Resolution 99-8 regarding health benefit coverage for the District's elected members. Although the resolution was adopted the present elected officials do not wish to participate at this time. Donna Beaumont suggested the District proceed with filing the resolution with CalPERS in order to afford coverage to elected members when they should choose to participate.

Thank you for your assistance throughout our decision-making process. Please feel free to contact me if you have any questions.

Sincerely,



Jo Ellen Seick
Finance/Business Manager

Enclosure

RESOLUTION 99-8

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT
ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES'
MEDICAL AND HOSPITAL CARE ACT ONLY WITH RESPECT TO
ELECTED MEMBERS OF THE DISTRICT
FIXING
THE DISTRICT'S CONTRIBUTION FOR ELECTED MEMBERS
AND THE EMPLOYER'S CONTRIBUTION FOR ANNUITANTS
AT DIFFERENT AMOUNTS**

WHEREAS, (1) The Public Employees' Medical and Hospital Care Act provides that a contracting agency may elect, upon proper application, to participate under the Act with respect to its elected members of its Board of Directors ("Board Members"); and

WHEREAS, (2) Government Code Section 22754 (g) defines any Special District as a contracting agency; and

WHEREAS, (3) Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for elected Board Members and the employer's contribution for retired elected Board Members and survivors at different amounts provided that the monthly contribution for retired elected Board Members and survivors shall be annually increased by an amount not less than 5 percent of the monthly contribution for elected Board Members, until such time as the amounts are equal; and

WHEREAS, (4) A Special District is hereby defined as a non-profit, self-governed public agency within the State of California, and comprised solely of public employees performing a governmental rather than proprietary function, and

WHEREAS, (5) Beaumont-Cherry Valley Water District hereinafter referred to as Special District is an entity meeting the above definition; and

WHEREAS, (6) The Special District desires to obtain for the members of the Board of Directors who are active and retired elected Board Members of the agency, the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; and

WHEREAS, (7) Government Code Section 53208.5(b) prohibits any elective member of a legislative body whose service first commences on and after January 1, 1995, from receiving health and welfare benefits greater than the most generous schedule of benefits being received by any category of non-safety employees; and

WHEREAS, (8) Government Code Section 53201(c) (2) prohibits a local agency that did not provide benefits to former elective members of a legislative body before January 1, 1994, from providing benefits after January 1, 1994, unless the members participate on a self-pay basis; and

WHEREAS, (9) Government Code Section 53201(c)(1) provides that a legislative body that provided benefits to former elected Board Members shall not provide benefits to any person first elected to a term of office that begins on or after January 1, 1995, unless the members participate on a self-pay basis or was fully vested prior to January 1, 1995.

NOW THEREFORE BE IT RESOLVED,

- (a) That the Special District elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further resolved
- (b) That the employer's contribution for each elected Board Member shall be the amount necessary to pay the full cost of their enrollment, including the enrollment of their family members in a health benefits plan up to a maximum of \$16 per month; and be it further resolved
- (c) That the employer's contribution for each retired elected Board Member or survivor shall be the amount necessary to pay the cost of their enrollment, including the enrollment of their family members, in a health benefits plan up to a maximum of \$1 per month; and be it further resolved
- (d) That the employer's contribution for each retired elected Board Member or survivor shall be increased annually by 5% of the monthly contribution for elected Board Members, until such time as the contributions are equal;


And that the contributions for active and retired elected Board Members and survivors shall be in addition to those amounts contributed by the Special District for administrative fees and to the contingency Reserve Funds; and be it further resolved,

- (e) That the executive body appoint and direct, and does hereby appoint and direct, the Assistant Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Special District all functions required of it under the Act and Regulations of the Board of Administration; and be it further resolved
- (f) That coverage under the Act be effective on July 1, 1999.

ADOPTED at a Special meeting of the Board of Directors of the Beaumont-Cherry Valley Water District, at Beaumont, California, this 28th day of April 1999.


ATTEST:


Gary McKenzie, President


Jo Ellen Seick, Secretary of the Board

5-24-99

EFFECTIVE DATE: 7-1-99

APPROVED: 
PUBLIC AGENCY OF CALIFORNIA OR

Attachment 4

Definitions and Comparison of Deferred Compensation Plan Options In lieu of Medical Premiums

Definitions:

CalPERS 457 and Roth 457 Plan

- 457 Plans are non-qualified, tax-advantaged, deferred-compensation retirement plans offered by state governments, local governments, and some nonprofit employers. Eligible participants are able to make salary deferral contributions, depositing pre-tax money (457(b) option) or post-tax money (Roth option) that is allowed to compound until withdrawn.
- Participants of these defined contribution plans set aside a percentage of their salary for retirement. These funds are transferred to a retirement account, where they grow in value.
- The IRS (Internal Revenue Service) sets a Maximum Contribution for 457 Plans each year. In 2020, the maximum amount you can contribute to a 457 Plan is \$19,500, including any employer contributions. Participants age 50 or older may be permitted to make “catch-up” contributions in the amount of \$6,500 above the Maximum Contribution.
- 457 Plans and Roth 457 Plans are intended as retirement accounts, so early withdrawals may subject participants to additional taxes.
- BCVWD currently offers both the CalPERS 457 Plan and the Roth 457 Plan to all employees. The District does not match contributions, so there is no cost to the District to offer these options.

Health Reimbursement Arrangement (HRA)

- A Health Reimbursement Arrangement (HRA) is an employer-funded plan that reimburses employees for qualified medical expenses and in some cases, insurance premiums. Employers can claim a tax deduction for the reimbursements they make through these plans, and reimbursement dollars received by employees are generally tax-free.
- The employer determines how much it will contribute to the Plan, and the employee can request reimbursement for actual medical expenses incurred up to that amount. All employees in the same class must receive the same HRA contribution.
- An HRA is not an account. Employees cannot withdraw funds in advance of medical expenses. Reimbursement at the time of service is possible if the employer provides an HRA debit card. An employee who uses up all the allocated funds in the HRA before year-end will have to cover any subsequent health bill out-of-pocket.
- Employees do not fund or contribute to an HRA.
- Employees can enroll in an “excepted benefit HRA” even if they decline group health insurance coverage, but they cannot use the funds to buy comprehensive health insurance. They can, however, use the funds to pay for short-term health insurance, dental and vision insurance premiums, and qualified medical expenses.

- Any HRA money that is unspent by year-end may be rolled over to the following year, although an employer may set a maximum rollover limit that can be carried over from one year to the next. Furthermore, if an employee leaves the organization for any reason (or no longer serving on the Board of Directors), the HRA does not go with them.
- HRA contributions are 100% tax-deductible for employers.
- HRA employer contributions are limited by the IRS depending on the type of HRA:
 - ICHRA (Individual Coverage Health Reimbursement Arrangement)
 - No limit to employer contributions
 - No limit on employer size
 - Employees may use toward medical expense reimbursement and premiums
 - Employees must have individual coverage in addition to the ICHRA
 - EBHRA (Excepted Benefit Health Reimbursement Arrangement)
 - Employer contributions are limited to \$1,800 per year
 - No limit or requirements for employer size
 - Employees may use toward “Excepted Benefits” only (short term insurance, dental, vision, home care, etc.)
 - Employees must be offered a group health plan, although they may reject if they choose
- The District does not currently offer this benefit. The financial impact of offering this benefit would vary based on the amount of the employer contribution and the number of employees receiving this benefit.

Flexible Spending Account (FSA)

- A Flexible Spending Account (FSA) is a type of savings account that provides the account holder with specific tax advantages. An FSA is set up by the employer for the employee. The account allows the employee to contribute a portion of their regular earnings (pre-tax) to pay for qualified expenses related to medical and dental costs.
- Another type of FSA is a dependent-care FSA, which is used to pay for childcare expenses for children age 12 and under and can also be used to pay for the care of qualifying adults, including a spouse, who cannot care for themselves and meet specific IRS guidelines. A dependent-care FSA has different maximum contribution rules.
- The money in an FSA must be used by the end of the plan year, but employers can offer a grace period through March 15 of the following year.
- FSA funds are not eligible to pay for insurance premiums.
- The newly enacted CARES Act allows FSA funds to be used for the purchase of over-the-counter drugs without a doctor’s prescription, and for the purchase of menstrual care products.
- The 2020 maximum contribution amount for employees is \$2,750. Employer contributions, if any, do not count toward this maximum, but employers are limited by the IRS up to \$500 unless they are matching employee contributions.
- The District currently offers an FSA to all employees. The District does not contribute to the account, so there is no cost to the District to offer this option.

Comparison Chart

	457	HRA	FSA
Only the employer may contribute to the account.	No	Yes	No
Both the employer and the employee may contribute to the account.	Yes	No	Yes
The employee may invest money in the account for retirement.	Yes	No	No
The account or plan is currently offered to District employees.	Yes	No	Yes
The account may be used to reimburse qualified health care expenses.	No	Yes	Yes
The account is intended to be used to save for retirement.	Yes	No	No
The funds in the account “roll over” year over year.	Yes	Yes, with a limit	No, with a grace period
The employee can “port” the account funds if they leave the organization	Yes	No	Only with COBRA continuation coverage
Employer Contributions are “PERS-able”	Yes	TBD	N/A

Attachment 5: CalPERS 2020 Health Premiums

Plan	Plan Code	Monthly Premium			Annual Cost		
		Employee Only	Employee + 1	Employee +Family	Employee Only	Employee + 1	Employee + Family
Anthem Blue Cross HMO Select	<u>508</u>	\$ 619.93	\$ 1,239.86	\$ 1,611.82	\$ 7,439.16	\$ 14,878.32	\$ 19,341.84
Blue Shield Access +	<u>527</u>	\$ 813.17	\$ 1,626.34	\$ 2,114.24	\$ 9,758.04	\$ 19,516.08	\$ 25,370.88
Health Net SmartCare	<u>530</u>	\$ 648.42	\$ 1,296.84	\$ 1,685.89	\$ 7,781.04	\$ 15,562.08	\$ 20,230.68
Kaiser Permanente	<u>535</u>	\$ 664.39	\$ 1,328.78	\$ 1,727.41	\$ 7,972.68	\$ 15,945.36	\$ 20,728.92
United Healthcare	<u>578</u>	\$ 668.31	\$ 1,336.62	\$ 1,737.61	\$ 8,019.72	\$ 16,039.44	\$ 20,851.32

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	100%
Annual Cost of Plan per Director	\$ 25,370.88
Monthly Cost per Director	\$ 2,114.24
Cost to District Annually per Director	\$ 25,370.88
For 5 Directors	\$ 126,854.40

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	75%
Annual Cost of Plan per Director	\$ 25,370.88
Monthly Cost per Director	\$ 1,585.68
Cost to District Annually per Director	\$ 19,028.16
For 5 Directors	\$ 95,140.80

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	50%
Annual Cost of Plan per Director	\$ 25,370.88
Monthly Cost per Director	\$ 1,057.12
Cost to District Annually per Director	\$ 12,685.44
For 5 Directors	\$ 63,427.20

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	25%
Annual Cost of Plan per Director	\$ 25,370.88
Monthly Cost per Director	\$ 528.56
Cost to District Annually per Director	\$ 6,342.72
For 5 Directors	\$ 31,713.60

PEMCHA Minimum Option

District Pays	\$ 139.00	Member Pays	\$ 1,975.24
Annually	\$ 1,668.00	Annually	\$ 23,702.88
For 5 Directors	\$ 8,340.00		

Attachment 6

2020 Health Plan Comparison*

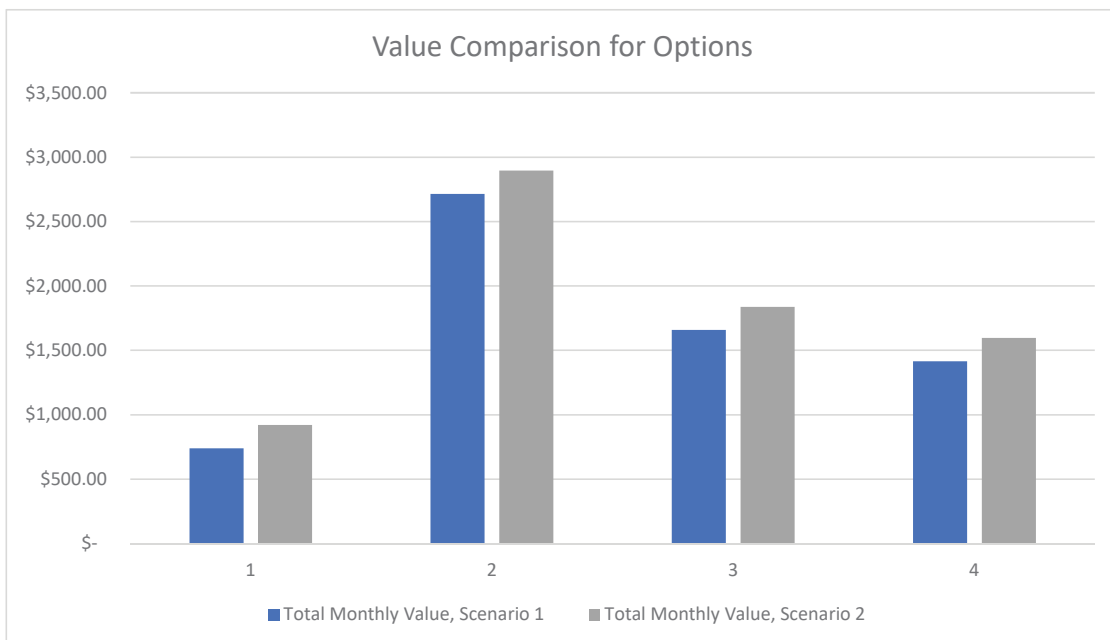
Features and Services	Anthem	Blue Shield	Health Net	Kaiser	United
Overall Deductible	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Out-of-Pocket Limit	\$1,500 Single	\$1,500 Single	\$1,500 Single	\$1,500 Single	\$1,500 Single
	\$3,000 Family	\$3,000 Family	\$3,000 Family	\$3,000 Family	\$3,000 Family
Preventative Care	No Cost	No Cost	No Cost	No Cost	No Cost
PCP Visit for Injury or Illness	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Specialist Visit	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Diagnostic Test	No Cost	No Cost	No Cost	No Cost	No Cost
Generic Drugs	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Emergency Room care	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Urgent Care	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Outpatient Services (Behavioral)	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Chiropractic Care	20 Visits	Covered	\$ 15.00	20 Visits	Covered

*Plan features and services shown as examples. For full list, see each plan's Summary of Benefits.

Attachment 7: Cost Comparison

Scenario 1: Per Diem is \$200.00				
	Option #1	Option #2	Option #3	Option #4
	Stay the Same	District Pays 100% of Health Premium	District Pays 50% of Health Premium	District Pays PEMHCA Minimum OR Deferment in Flat Amount
Compensation (3 per diems/month)	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
Health Benefit	\$ 139.00	\$ 2,114.24	\$ 1,057.12	\$ 815.00
EAP	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65
Life Insurance (based on approximate annual compensation)	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
AD&D Insurance (based on approximate annual compensation)	\$ 0.22	\$ 0.22	\$ 0.22	\$ 0.22
Total Monthly Value	\$ 741.52	\$ 2,716.76	\$ 1,659.64	\$ 1,417.52
Total Annual Value	\$ 8,898.24	\$ 32,601.12	\$ 19,915.68	\$ 17,010.24
For 5 Directors	\$ 44,491.20	\$ 163,005.60	\$ 99,578.40	\$ 85,051.20

Scenario 2: Per Diem is \$260.00 (Ordinance 2020-01)				
	Option #1	Option #2	Option #3	Option #4
	Stay the Same	District Pays 100% of Health Premium	District Pays 50% of Health Premium	District Pays PEMHCA Minimum OR Deferment in Flat Amount
Compensation (3 per diems/month)	\$ 780.00	\$ 780.00	\$ 780.00	\$ 780.00
Health Benefit	\$ 139.00	\$ 2,114.24	\$ 1,057.12	\$ 815.00
EAP	\$ 1.65	\$ 1.65	\$ 1.65	\$ 1.65
Life Insurance (based on approximate annual compensation)	\$ 0.84	\$ 0.84	\$ 0.84	\$ 0.84
AD&D Insurance (based on approximate annual compensation)	\$ 0.28	\$ 0.28	\$ 0.28	\$ 0.28
Total Monthly Value	\$ 921.77	\$ 2,897.01	\$ 1,839.89	\$ 1,597.77
Total Annual Value	\$ 11,061.24	\$ 34,764.12	\$ 22,078.68	\$ 19,173.24
For 5 Directors	\$ 55,306.20	\$ 173,820.60	\$ 110,393.40	\$ 95,866.20



RESOLUTION 2003-07

RESOLUTION ELECTING TO BE SUBJECT TO PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER'S CONTRIBUTION FOR ANNUITANTS AT DIFFERENT AMOUNTS

WHEREAS, Government Code Section 22850 provides the benefits of the Public Employees' Medical and Hospital Care Act to employees and annuitants of local agencies contracting with the Public Employees' Retirement System on proper application by a local agency; and

WHEREAS, Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and the employer's contribution for annuitants at different amounts provided that the monthly contribution for annuitants shall be annually increased by an amount not less than 5 percent of the monthly contribution for employees, until such time as the amounts are equal; and

WHEREAS, **Beaumont Cherry Valley Water District**, hereinafter referred to as Public Agency is a local agency contracting with the Public Employees' Retirement System; and

WHEREAS, The Public Agency desires to obtain for its employees and annuitants the benefit of the Act and to accept the liabilities and obligations of an employer under the Act and Regulations; now, therefore, be it

RESOLVED, That the Public Agency elect, and it does hereby elect, to be subject to the provisions of the Act; and be it further

RESOLVED, That the employer's contribution for each employee shall be the amount necessary to pay the full cost of his enrollment, including the enrollment of his family members in a health benefits plan up to a maximum of **\$474.00** per month; and be it further;

RESOLVED, That the employer's contribution for each annuitant shall be the amount necessary to pay the cost of his enrollment, including the enrollment of his family members, in a health benefits plan up to a maximum of **(see calculation sheet)** per month; and be it further

RESOLVED, That the employer's contribution for each annuitant shall be increased annually by **5** percent of the monthly contribution for employees, until such time as the contributions are equal;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further

RESOLVED, That the executive body appoint and direct, and does hereby appoint and direct, C.J. Butcher to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said Public Agency all functions required of it under the Act and Regulations of the Board of Administration; and be it further

RESOLVED, That coverage under the Act be effective on **May 1, 2002.**

Adopted at a regular/special meeting of the Board of Directors of the BCVWD
at 7:00 pm this 13th day of August 2003.

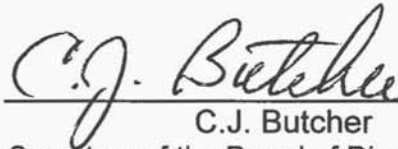
Signed: _____



Gerald H. Brey

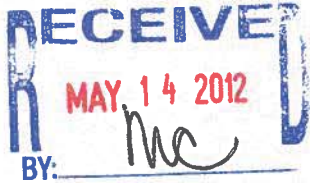
President of the Board of the Directors of the
Beaumont Cherry Valley Water District

Attest: _____



C.J. Butcher

Secretary of the Board of Directors of the
Beaumont Cherry Valley Water District



RESOLUTION No. 2012-06

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT ESTABLISHING CALPERS
SUPPLEMENTAL INCOME 457 PLAN**

WHEREAS, the Beaumont-Cherry Valley Water District desires to establish an additional deferred compensation plan for the benefit of its employees; and

WHEREAS, the Board of Administration (the "Board") of the California Public Employees' Retirement System ("CalPERS") has established the CalPERS Supplemental Income 457 Plan (the "CalPERS 457 Plan") which may be adopted by a governmental employer the employees of which are public employees; and

WHEREAS, the Beaumont-Cherry Valley Water District believes that the CalPERS 457 Plan and the investment options available there under will provide valuable benefits to its employees; and

WHEREAS, the Board has appointed ING (the Plan Recordkeeper) to perform recordkeeping and administrative services under the CalPERS 457 Plan and to act as the Board's agent in all matters relating to the administration of the CalPERS 457 Plan;

NOW, THEREFORE, BE IT RESOLVED that Beaumont-Cherry Valley Water District adopts the CalPERS 457 Plan for the benefit of its employees and authorizes and directs the Director of Finance & Administrative Service to execute the attached adoption agreement on behalf of (Employer) and to provide CalPERS or any successor agent duly appointed by the Board with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS 457 Plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of the Beaumont-Cherry Valley Water District.

ADOPTED, SIGNED AND APPROVED, THIS 9th DAY OF MAY 2012 BY THE FOLLOWING VOTES:

AYES: Ball, Guldseth, Halliwill, Ross & Woll

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

Dr. Blair Ball
Dr. Blair Ball, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District
(Seal)

ATTEST:
Kenneth Ross
Kenneth Ross, Secretary to
the Board of Directors of the
Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
June 1, 2020**

Item 5

STAFF REPORT

TO: Personnel Committee of the Board of Directors
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: Employee Uniforms as Special Compensation

Staff Recommendation

No recommendation; report is for Committee and Employee Association informational purposes only.

Background

Part II, Article 31 of the BCVWD Policies and Procedures Manual states:

The District shall provide, as an employee benefit, all full-time field operational personal [SIC]¹ with uniforms to be worn while on duty...”

BCVWD participates in the California Public Employees’ Retirement System (CalPERS). In October, CalPERS sent a communication to all participating employers regarding Uniform Allowance as a reportable item for Special Compensation, which requires the District to include the monetary value for the purchase of uniforms as special compensation when reporting compensation data to CalPERS (see **Attachment 1**: CalPERS Circular Letter 200-050-19).

Definitions

Special Compensation: compensation reportable to CalPERS pursuant to Government Code Section 20636 and 20636.1, and section 571 of the California Code of Regulations (CCR) (Uniform Allowance).

Uniform Allowance: Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are solely for personal health and safety such as protective vests, pistols, bullets, and safety shoes.

Reportable, also “PERSable/Pensionable”: Compensation required to be reported to CalPERS for the purpose of calculating employee’s eligible income upon retirement and for employer contributions.

¹ There is a typo in the adopted policy, the word should be personnel.



Summary

In the Circular Letter (**Attachment 1**), CalPERS stated that a form of special compensation, the uniform allowance, is reportable to CalPERS as pensionable compensation. Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, which is a ready substitute for the personal attire the employee would otherwise have to acquire and maintain, is reportable to CalPERS as a uniform allowance, under the designation of statutory item as special compensation.

The uniform allowance is reportable even if the required clothing is made from specially designed protective fabrics, such as arc-resistant material and antibacterial fabric, if the required clothing is a ready substitute for the personal attire the employee would otherwise have to acquire and maintain. Additionally, the uniform allowance is reportable even if the required clothing includes other specific features (such as color) to serve a personal health and safety purpose, if the required clothing is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. In other words, even if required clothing serves a personal health and safety purpose, it may also be a ready substitute for personal attire under subdivision (a)(5) of CCR section 571, such that compensation paid, or the monetary value for the purchase, rental and/or maintenance of the clothing, is reportable.

Note that identifying required clothing items as “safety” items in a written labor agreement or policy is not determinative of whether the compensation paid or the monetary value for the purchase, rental and/or maintenance of the clothing item is or is not a uniform allowance that must be reported to CalPERS. In addition, failure to include reportable uniform allowance in a written labor policy or agreement is not a valid basis for excluding reporting of this compensation to CalPERS. If reportable uniform allowance should be reported, the agency should revise the written labor policy or agreement to include uniform allowance as a reportable item of compensation.

Examples of common items for uniform allowance include pants, polo shirts, slacks, etc. Examples of items that are not reportable for uniform allowance include coveralls, safety harnesses, self-contained breathing apparatuses, steel toe boots, badges, embroidery, and patches. Therefore, in the case of BCVWD, the cost of a polo shirt must be reported as special compensation, but the cost of embroidery and patches added to the polo shirt are not reported.

This report also serves as an initial identification of the issue to the BCVWD Employee Association representatives. The Association will be fully briefed and included in any action.

Classic Versus PEPRA Members

Under the Public Employees Pension Reform Act (PEPRA), a uniform allowance or value of uniforms is not considered reportable compensation for “new members” of CalPERS. Therefore, employees who entered CalPERS as PEPRA members (after January 1, 2013), are not required to have uniforms reported as special compensation. However, employees who entered CalPERS as Classic members (before January 1, 2013) are required to have uniforms reported as special compensation.

BCVWD has 19 New (PEPRA) members and 19 Classic members, 8 of whom receive uniforms which are a ready substitute for personal attire the employee would otherwise have to acquire and maintain.



Policy Amendments

Per the direction of the Personnel Committee at its meeting on July 23, 2018, District staff has been working on a full revision of the BCVWD Policies and Procedures Manual. Section 32 – Uniforms and Protective Clothing is part of the ongoing revision process along with the related addition of a new Section 33 – Dress Code and Personal Standards. These policies will be presented to the Personnel Committee for amendment in accordance with the actions listed below in a future meeting.

Financial Impact

The net operating cost to the District of these adjustments will be \$3,000.00 per year (approximately \$375.00 for 8 employees). See **Attachment 2**, CalPERS Reportable Uniform Estimates. The BCVWD Accounting department recommends budgeting for \$375.00 per employee per year in order to account for the varying amount spent per employee on eligible uniform items.

Each of the employees who are Classic members of CalPERS, and who receive uniforms as a benefit reportable to CalPERS as special compensation, will have an increase of \$375.00 to their reportable income. This will create a nominal increase for employer contributions to CalPERS for each employee due to this addition to these employees' reported income. BCVWD will report a Retroactive Special Compensation Adjustment to correct the 2019 fiscal year. This may also have taxable implications for the affected employees.

Action

In order to comply with CalPERS requirements, the District will perform the following:

1. Amend the Employee Association's Memorandum of Understanding to include uniforms as an employee benefit for Classic CalPERS members during the next negotiation process.
2. Recommend amendment of the District's Policies and Procedures Manual to reflect the Special Compensation.
3. Add the individual cost of uniforms to individual employees' reportable compensation to CalPERS.
4. Add retroactive adjustments to employees' reportable compensation to the date of discovery, as directed by CalPERS.

Attachments

1. CalPERS Circular Letter 200-050-19
2. CalPERS Reportable Uniform Estimates

Prepared by Sabrina Foley, Human Resources Coordinator



California Public Employees' Retirement System
P.O. Box 942715 | Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442
www.calpers.ca.gov

Special Compensation Circular Letter

October 30, 2019

Circular Letter: 200-050-19

Distribution: IV, V, VI, X, XII, XVI

To: All CalPERS Employers
Subject: Uniform Allowance – Reportable and Nonreportable Components

Purpose

The purpose of this Circular Letter is to inform CalPERS contracting employers on a form of special compensation, the uniform allowance, reportable to CalPERS pursuant to Government (Gov.) Code section 20636 and 20636.1, and section 571 the California Code of Regulations (CCR) (Uniform Allowance), which pertains only to classic CalPERS members. This Circular Letter supersedes and replaces Circular Letter No. 200-045-02, dated July 9, 2002.

Definition of Uniform Allowance

Uniform allowance is defined in subdivision (a)(5) of CCR section 571 as the following:

“Uniform Allowance – Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This excludes items that are solely for personal health and safety such as protective vests, pistols, bullets, and safety shoes.”

Reportable Uniform Allowance Items

Compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain, is reportable to CalPERS as a uniform allowance, under the designation of statutory item as special compensation.

The uniform allowance is reportable even if the required clothing is made from specially designed protective fabrics, such as arc-resistant material and antibacterial fabric, if the required clothing is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. Additionally, the uniform allowance is reportable even if the required clothing includes other specific features (such as a color) to serve a personal health and safety purpose, as long as the required clothing is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. In other words, even if required clothing serves a personal health and safety purpose, it may also be a ready substitute for personal attire under subdivision (a)(5) of CCR section 571, such that compensation paid, or the monetary value for the purchase, rental and/or maintenance of the clothing, is reportable.

Note that identifying required clothing items as “safety” items in a written labor agreement or policy is not determinative of whether the compensation paid or the monetary value for the purchase, rental and/or maintenance of the clothing item is or is not a uniform allowance that must be reported to CalPERS. In addition, failure to include reportable uniform allowance in a written labor policy or agreement is not a valid basis for excluding reporting of this compensation to CalPERS. If reportable uniform allowance should be reported, the agency should revise the written labor policy or agreement to include uniform allowance as a reportable item of compensation.

Below are examples of items employers may require employees to wear and that CalPERS generally would deem ready substitutes for personal attire the employee would otherwise have to acquire and maintain, even if they are made from specially designed protective fabrics and even if they have other features that serve a personal health and safety purpose. However, these are simply examples, and CalPERS’ actual determinations are completed on a case-by-case basis.

- Common items for uniform allowance:
 - Dress shoes
 - Pants
 - Polo shirts
 - Slacks
 - Socks

Nonreportable Items

Compensation paid, or the monetary value for the purchase, rental and/or maintenance of required clothing, that are not ready substitutes for personal attire are not reportable to CalPERS as uniform allowance.

Below are some examples of items that CalPERS generally would not deem ready substitutes for personal attire the employee would otherwise have to acquire and maintain.

- Note that these are simply examples and that CalPERS' actual determinations are completed on a case-by-case basis:
 - Ammunition
 - Aprons
 - Ballistic vests
 - Batons
 - Citation booklets
 - Coveralls
 - Duty belts
 - Fire extinguishers
 - Firearms
 - Firearm accessories
 - Flashlights
 - Foul weather apparel
 - Goggles
 - Hand axes
 - Handcuffs
 - Helmets
 - Holsters
 - Lab coats
 - Knives
 - Motor breeches
 - Narcotic kits
 - Safety harness
 - Self-contained breathing apparatus
 - Shop coats
 - Steel toe boots
 - Turnout gear
 - Window punches
 - Whistles
- Miscellaneous items, defined as permanently attached to, and/or associated with, safety uniform items:
 - Badges
 - Batteries
 - Buttons
 - Chevrons
 - Embroidery
 - Ensigns
 - Epaulets
 - Insignias: brass, collar, or rank
 - Labor for affixing patches
 - Laces
 - Metal bars
 - Patches
 - Shoe polish
 - Shoulder braids
 - Tie bars
 - Zippers

Uniform Allowance and New Members Under the Public Employees' Pension Reform Act of 2013 (PEPRA)

Pensionable compensation is applicable to new members under PEPRA. Pursuant to subdivision (c)(7) of Gov. Code section 7522.34, all employer-provided allowances, reimbursements, or payments made for uniforms are **not** reportable for new members under PEPRA.

Reporting Standards

Compensation pertaining to uniform allowance can be reported through my|CalPERS two ways:

1. The aggregate amount for each pay period can be reported within the earned period report.
2. A Retroactive Special Compensation Adjustment can be reported which includes a payroll record start and end date that matches the effective start and end date of the uniform allowance for each fiscal year.

Example: An annual uniform allowance item that has an effective date of the 2019 fiscal year would have a start date of July 1, 2019, and an end date of June 30, 2020.

Questions

It's the contracting employer's responsibility to comply with all terms and conditions set forth in the contract with CalPERS and to ensure their data and reportable information is compliant with the Public Employees' Retirement Law (PERL) and CCR. CalPERS employers may contact us at **888 CalPERS** (or **888-225-7377**) or via email at MOU_Review@Calpers.ca.gov with specific questions.

Renee Ostrander, Chief
Employer Account Management Division

CalPERS Reportable Uniform Estimates

Job Title	Average Cost
Assistant Director of Operations	Supervisor-No Uniform
Transmission and Distribution Supervisor	Supervisor-No Uniform
Water Utility Person III	\$203.67 Per Year
Water Utility Person II	\$190.25 Per Year
Field Superintendent	Supervisor-No Uniform
Production Maintenance II	\$230.00 Per Year
Water Utility Person III	\$258.33 Per Year
Production Supervisor	Supervisor-No Uniform
Production Maintenance II	\$318.50 Per Year
Water Utility Person II	\$146.33 Per Year
Water Utility Person III	\$203.33 Per Year
Water Utility Person II	\$275.50 Per Year
	8 Employees
Average Per Year	\$228.24
Best Projection Per Year	\$375.00



**Beaumont-Cherry Valley Water District
Personnel Committee Meeting
June 1, 2020**

Item 6

STAFF REPORT

TO: Board of Directors
FROM: Yolanda Rodriguez, Director of Finance and Administrative Services
SUBJECT: District-Owned Employee Housing

Staff Recommendation

No recommendation.

Background

As the Beaumont-Cherry Valley Water District boundaries grew to encompass the more rural areas of Cherry Valley and the Bonita Vista Water Company, it acquired various properties in Edgar Canyon, such as well sites and other facilities, three of which included residential dwelling structures.

Over time, BCVWD employees have been installed at these residences to provide security, maintenance, and any emergency need that arises. In 1998, the Board adopted a "District Residences and Facility Emergency Policy" and in 2009, in response to a Riverside County Grand Jury Report, appeared to have updated the Policy (attached hereto).

The Grand Jury findings stated:

- Top management employees are required, by employment contract, to live in four District homes in Edgar Canyon. These employees do not pay rent, maintenance expenses or utilities. The District requires that employees live in District housing as a condition of employment, as well as to provide security for the property, report illegal activities, pick up litter and respond to district facilities in case of emergencies.
- Top management employees and their families are living in a dangerous fire and flood prone area as documented in newspaper articles and District policy "District Residences and Facility Emergency Policy" adopted August 1998.
- The Board must follow the IRS code as written in publication 15-B "Employer's Tax to Fringe benefits" (for use in 2008).
- The District employees' families must be removed from the District houses due to dangers of fire and flood.

In its September 17, 2008 response to the Grand Jury, the District agreed with the findings and explained that the residency requirement "is in furtherance of providing ongoing security for the District's wells and transmission facilities."



Summary

Such tenancy arrangements are not uncommon for special district properties. Water districts, cemetery districts and others provide access to residential units in exchange for security, maintenance and emergency response duties. The lodging is for the convenience of BCVWD and is provided as a condition of employment.

Although the other districts to which staff reached out had no comparable policies, many address the lodging requirements within their rental agreements; samples are attached herewith. Also attached are two sample BCVWD rental agreements, redacted for employee privacy.

Staff produced an Account Analysis (Attachment B) related to the District-owned residence at 9781 Avenida Miravilla. Prior to the current tenancy, BCVWD expended \$3,590.71 on maintenance activities at the residence. The account shows no further expenses through May, 2020. Should the Committee desire more detailed information, staff can pull the files and itemize the expenses.

Attachments

- A. District Residences and Emergency Facility Policy
- B. Residences expenses
- C. BCVWD Rental Agreement 1 (2009)
- D. BCVWD Rental Agreement 2 (2014)
- E. Sample Rental Agreement 1 (Snow Creek)
- F. Sample Rental Agreement 2 (Tremont)

**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

General Ledger

Account Analysis District Housing
01/01/2013-04/20/2020

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
Beaumont CA 92223
(951) 845-9581
www.bcvwd.org



Property	Period	Total
9781 Mira Villa Ave	01/01/2013-04/30/2020	\$ 7,269.00
13697 Oak Glen Rd	01/01/2013-04/30/2020	\$ 2,987.68
13695 Oak Glen Rd	01/01/2013-04/30/2020	\$ 2,262.59
12303 Oak Glen Rd	01/01/2013-04/30/2020	\$ 826.70
	Total	\$ 13,345.97

General Ledger

Account Analysis 9781 Mira Villa Ave (Lower House)
01/01/2013-04/20/2020

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
Beaumont CA 92223
(951) 845-9581
www.bcvwd.org



Date	Description	Amount
06/30/19	Replace Water Heater/Drain Pan	714.42
06/30/19	Copper Line for Water Heater	6.89
08/31/19	AC Repairs	722.00
Total 2019		\$ 1,443.31
01/31/18	Repair Motor on Solar Gates	361.00
Total 2018		\$ 361.00
06/30/17	100AMP Breaker Repair	47.40
Total 2017		\$ 47.40
07/31/16	Septic Pump and Repairs	535.00
08/31/16	Electrical Repairs	127.20
11/30/16	Circuit Breakers/Sockets/Plates	118.31
12/31/16	Circuit Breakers and Silicone for Repairs	18.44
Total 2016		\$ 798.95
02/06/14	Joint Compound for Repairs	5.93
07/31/14	AC Repairs	158.00
Total 2014		\$ 163.93
10/17/13	Supplies for Roof Repair	28.07
11/12/13	Supplies for House Repairs Bulbs/Caps/Filters	210.20
12/05/13	Lumber for House Repairs	968.00
12/12/13	Supplies for Roof Repairs	227.30
12/31/13	Supplies for House Repairs	146.93
12/31/13	Supplies for House Repairs	2,873.91
Total 2013		\$ 4,454.41
Grand Total		<u>\$ 7,269.00</u>

Michael Morales moved in 01/15/2014

General Ledger

Account Analysis 13697 Oak Glen (Middle House)

01/01/2013-04/20/2020

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
Beaumont CA 92223
(951) 845-9581
www.bcvwd.org



Date	Description	Amount
01/31/19	Heater Repair	966.00
Total 2019		\$ 966.00
10/31/18	Water Hearter Replacement	783.66
Total 2018		\$ 783.66
02/28/17	Septic Tank Maintenance/Repair	1,132.36
Total 2017		\$ 1,132.36
09/30/15	Electrical Light Repairs	105.66
Total 2015		\$ 105.66
Grand Total		<u>\$ 2,987.68</u>

General Ledger

Account Analysis 13695 Oak Glen (Middle House)
01/01/2013-04/20/2020

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
Beaumont CA 92223
(951) 845-9581
www.bcvwd.org



Date	Description	Amount
04/30/20	Kitchen Sink/Disposal/Waterline Repairs	517.00
YTD 2020		\$ 517.00
03/31/19	Emergency Repairs Due to Lightning	638.00
07/31/19	Furnace AC Repair/Fan Motor Repairs	250.00
07/31/19	Labor for Furnace AC Repair/Fan Motor Repairs	85.00
Total 2019		\$ 973.00
02/28/17	Septic Tank Maintenance	265.00
Total 2017		\$ 265.00
10/29/14	Place 40 Gallon Water Heater	507.59
Total 2014		\$ 507.59
Grand Total		<u><u>\$ 2,262.59</u></u>

General Ledger

Account Analysis 12303 Oak Glen (Upper House)

01/01/2013-04/20/2020

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
 Beaumont CA 92223
 (951) 845-9581
 www.bcvwd.org



Date	Description	Amount
03/31/20	Cement Patch - Roof Repair	64.62
YTD 2020		\$ 64.62
08/31/18	Exterior Paint	44.92
08/31/18	Wood/Nails/Screens	141.68
Total 2018		\$ 186.60
02/28/17	Septic Tank Maintenance	390.00
Total 2017		\$ 390.00
12/31/16	Copper Couplings for Leak Repairs	12.29
12/31/16	Lumber/Pipes for Leak Repairs	128.07
Total 2016		\$ 140.36
12/31/14	Wall Pipe/Atrium Grates Drain Line Repairs	45.12
Total 2014		\$ 45.12
Grand Total		<u>\$ 826.70</u>

General Ledger

Account Analysis

User: egonzales
 Printed: 5/28/2020 - 12:30 PM
 Period: 01 to 13, 2013

Beaumont-Cherry Valley Water District
 560 Magnolia Avenue
 Beaumont CA 92223
 (951) 845-9581
 www.bcwwd.org



Date	Description	Detail Description	Sys	Vendor	Pr-d	JE No	DR This Period	CR This Period
01 - GENERAL FUND								
EXPENSE								
01-40 -								
01-40-470-501651 - Maint & Rpr-9781 Ave Miravilla								
System: AP								
10/17/2013	10271 - Beaumont Ace Home Center	Roof Repairs 9781 Ave Miravilla	AP	10271	10	190	28.07	0.00
11/12/2013	10001 - Action True Value Hardware	supplies	AP	10001	11	67	19.16	0.00
11/12/2013	10001 - Action True Value Hardware	for lower house - high temp tape & Air filters	AP	10001	11	67	16.37	0.00
11/12/2013	10001 - Action True Value Hardware	Batteries, bulbs, screws for lower house	AP	10001	11	67	24.92	0.00
11/12/2013	10052 - Home Depot Credit Services	Supplies	AP	10052	11	67	107.19	0.00
11/12/2013	10271 - Beaumont Ace Home Center	Glob fixture, calk, flair cap & plug, pull chains f	AP	10271	11	67	42.56	0.00
12/05/2013	10001 - Action True Value Hardware	Chlorine & Spray bottle	AP	10001	12	63	11.43	0.00
12/05/2013	10052 - Home Depot Credit Services	Lumber	AP	10052	12	63	956.57	0.00
12/12/2013	10095 - Riverside County Dept of Waste Resources	Lower House Roof	AP	10095	12	116	45.47	0.00
12/26/2013	10271 - Beaumont Ace Home Center	Supplies for lower house	AP	10271	12	248	111.63	0.00
12/26/2013	10271 - Beaumont Ace Home Center	Plywood, Treated Hemlock Fir, Column Base, R	AP	10271	12	248	70.20	0.00
12/31/2013	10001 - Action True Value Hardware	Supplies for Lower House	AP	10001	12	291	70.68	0.00
12/31/2013	10001 - Action True Value Hardware	supplies for Lower house	AP	10001	12	291	19.06	0.00
12/31/2013	10001 - Action True Value Hardware	For Lower House	AP	10001	12	291	13.13	0.00
12/31/2013	10001 - Action True Value Hardware	supplies for Lower house	AP	10001	12	291	17.22	0.00
12/31/2013	Supplies for lower house	Supplies for lower house	AP	10052	12	293	2,873.91	0.00
12/31/2013	10095 - Riverside County Dept of Waste Resources	Monthly Dump Fees Incurred Dec 2013 - Lower	AP	10095	12	293	28.05	0.00
12/31/2013	10287 - Bank of the West	GAF Cap Inv # M291996	AP	10287	12	293	88.53	0.00
12/31/2013	10052 - Home Depot Credit Services	for lower house	AP	10052	12	360	2,873.91	0.00
AP System Totals:							7,418.06	0.00
System: GL								
01/31/2013	HASLER - PPLN02001		GL		1	14	2,000.00	0.00
01/31/2013	Reclass Hasler invoice for postage		GL		1	25	0.00	2,000.00
12/30/2013	Reverse duplicate expenses in December 2013 for Home Depot cl		GL		12	364	0.00	2,873.91
12/31/2013	Accrued 2013 Salaries		GL		12	385	1,590.71	0.00
GL System Totals:							3,590.71	4,873.91

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
System: PR								
12/05/2013	Computer Checks Batch 00001.12.2013		PR		12	19	2,688.38	0.00
12/19/2013	Computer Checks Batch 00002.12.2013		PR		12	152	3,620.23	0.00
		PR System Totals:					6,308.61	0.00
		01-40-470-501651 Totals:					17,317.38	4,873.91
		Dept 01-40 EXPENSE Totals:					17,317.38	4,873.91
		EXPENSE Totals:					17,317.38	4,873.91
		01 Totals:					17,317.38	4,873.91
		Report Totals:					17,317.38	4,873.91

RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("RENTAL AGREEMENT") is made this 15th day of January 2014 for identification purposes only, by and between BEAUMONT-CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and _____ ("Tenant").

RECITALS:

A. Beaumont-Cherry Valley Water District (BCVWD) currently owns four 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. It is understood that the opportunity to reside in a District property is a privilege that the District may revoke at its sole discretion at anytime.

C. Employee living in these residences (tenant) shall make all reasonable efforts to notify the appropriate authority in the event of trespassing or other unlawful activity on District property. Tenant agrees to abide by and be liable for compliance with all Federal, State and local laws with respect to activities on the property. Failure to do so may be grounds for termination of this agreement.

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 RENTAL AGREEMENT shall commence on January 15th, 2014, and end at:
 - a. 30 days following termination if terminated for cause
 - b. 30 days following separation from District in good terms
 - c. 30 days following written notice by either party

2. Maintenance of Premises. The parties hereby acknowledge that **tenant** 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). Tenant is responsible for upkeep of place of lodging including of individual's lawns or yards. Repairs costing less than \$200 shall be paid by the employee. The District may increase the rent at the District's discretion with at least 30 days written notice.

3. Utilities. **Tenant** Shall pay for electric and propane utilities at their place of lodging. **Tenant** shall be responsible for such payment within 15 days of presentation of such invoice by the District. The District will provide water. **Tenant** shall establish and pay for their personal telephone service, internet, cable etc.

4. Taxes. **Tenant** 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 **tenant** before delinquency and before any fine, interest, or penalty shall become due or

be imposed by operation of law for the nonpayment. Tenant shall promptly furnish BCVWD with satisfactory evidence that the possessory interest taxes have been paid. If **tenant** fails to pay the possessory interest taxes when due, BCVWD may pay the taxes and **tenant** 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 RENTAL AGREEMENT.

7. Assignment. **Tenant** shall have no right to assign, or otherwise transfer this RENTAL AGREEMENT either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than **tenant** 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 RENTAL AGREEMENT.

(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 RENTAL 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 RENTAL 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 **tenant**.

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

11. Default. A party shall be deemed to be in default under the terms of this RENTAL AGREEMENT if a party shall fail to promptly perform or observe any covenant, condition or RENTAL

AGREEMENT to be performed by such party under this RENTAL 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 RENTAL AGREEMENT 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 **tenant** 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 RENTAL AGREEMENT contains all RENTAL AGREEMENT, promises and understandings between BCVWD and **tenant**, and no verbal or oral RENTAL AGREEMENT, promises or understandings shall or will be binding upon either BCVWD or **tenant**, and any addition, variation or modification to this RENTAL AGREEMENT shall be void and ineffective unless made in writing and signed by the parties hereto.

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

(i) Nothing contained in this RENTAL AGREEMENT 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 **tenant**, and no provisions contained in this RENTAL AGREEMENT nor any acts of the parties shall be deemed to create any relationship between BCVWD and **tenant**, other than the relationship of employer and employee.

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

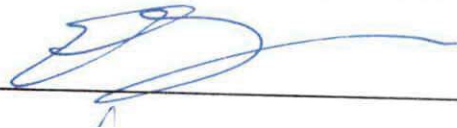
(k) This RENTAL AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of 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 RENTAL AGREEMENT 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.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By



ERIC FRASER

1

2009 Agreement



RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("RENTAL AGREEMENT") is made this 1st day of June, 2009, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and (Tenant)

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 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. Employee 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. *Tenant* agrees to reside in the Premises during his/her term of employment with BCVWD and BCVWD shall make available to *Tenant* 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 RENTAL AGREEMENT shall commence on June 1st, 2009, and end at:
 - a. 30 days following termination if terminated for cause
 - b. 30 days following separation from District in good terms
2. Maintenance of Premises. The parties hereby acknowledge that *Tenant* 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). *Tenant* is responsible for upkeep of place of lodging including of individual's lawns or yards. Repairs costing less than \$200 shall be paid by the employee.
3. Utilities. *Tenant* shall pay for electric and propane utilities at their place of lodging. *Tenant* shall be responsible for such payment within 15 days of presentation of such invoice by the District. The District will provide water. *Tenant* shall establish and pay for their personal telephone service, internet, cable etc.
4. Taxes. *Tenant* 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 *Tenant* before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. *Tenant* shall promptly furnish BCVWD with satisfactory evidence that the possessory interest taxes have been paid. If *Tenant* fails to pay the possessory interest taxes when due, BCVWD may pay the taxes and *Tenant* shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.

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 *Tenant* 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 RENTAL AGREEMENT contains all RENTAL AGREEMENT, promises and understandings between BCVWD and *Tenant*, and no verbal or oral RENTAL AGREEMENT, promises or understandings shall or will be binding upon either BCVWD or *Tenant*, and any addition, variation or modification to this RENTAL AGREEMENT shall be void and ineffective unless made in writing and signed by the parties hereto.

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

(i) Nothing contained in this RENTAL AGREEMENT 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 *Tenant*, and no

provisions contained in this RENTAL AGREEMENT nor any acts of the parties shall be deemed to create any relationship between BCVWD and *Tenant*, other than the relationship of employer and employee.

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

(k) This RENTAL AGREEMENT 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 RENTAL AGREEMENT 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 Blair M Ball

Its /

By _____

**DESERT WATER AGENCY
EMPLOYMENT AND OCCUPANCY AGREEMENT
Snow Creek Security
Snow Creek Residence, Snow Creek, Falls Creek, and
Miscellaneous Agency Facilities**

This Employment and Occupancy Agreement (“Agreement”) is executed effective October ____, 2017 by and between *Desert Water Agency* (“DWA”), an independent special district of the State of California, and _____ (“Employee”), an individual.

RECITALS

1. DWA owns and maintains domestic water facilities and associated structures located in Snow Creek, Falls Creek and other properties within the City of Palm Springs, Cathedral City, and unincorporated areas within Riverside County. DWA wishes to engage the services of Employee to perform duties as specified herein with respect to said facilities and associated structures.
2. Employee has the experience and qualifications necessary to perform the required duties.
3. The purpose of this Agreement is to set forth the terms by which DWA has engaged Employee to perform various duties at DWA’s facilities located in Snow Creek, Falls Creek and miscellaneous properties; and, the terms and conditions under which Employee shall occupy the residential premises owned by DWA at Snow Creek.

SCOPE OF WORK

1. The basic scope of work shall consist of providing security services to the DWA properties and facilities by patrolling areas throughout the day (See Exhibit A), frequent monitoring and operation of security systems and equipment, and recording stream data and obtaining water samples once a day from the Snow Creek and Falls Creek intakes. More specifically, service shall include:

A. Residence at Snow Creek

Employee shall reside full-time at the DWA Snow Creek residence located on DWA property as part of the terms of this Agreement.

B. Working Schedule:

Employee will work 36-40 hours per week; with one day off each week. Actual work hours will be flexible, with a minimum of 6 hours per day and a maximum of 8 hours per day unless there is an emergency situation. DWA will provide daytime security personnel for five (5) days during every two-week period, with security working hours to occur between 9 am and 5 pm. Employee may coordinate days off with the security personnel. Overtime will be paid in accordance with the Fair Labor Standards Act. Except in the case of an emergency, overtime work must be approved in advance by DWA.

Any change in the established schedule must be communicated to Agency Management and approved ten (10) working days prior to the change becoming effective.

Notwithstanding the foregoing, DWA may determine and modify the employee's work hours and schedule at its sole discretion.

C. Vacation:

The Employee shall earn vacation just as any other Agency employee, starting from the date of hire. Vacation may not extend longer than ten (10) consecutive working days. Vacations must be scheduled with DWA Management and subsequently approved at least two weeks (14 days) prior to start of vacation. Between November 1 through May 31, continuous security services are required and are very important to the Agency. Vacations scheduled between these dates are restricted to no more than 3 days off in any two-week period. Vacations scheduled between these dates must be scheduled when annual vacation schedules are submitted for Agency approval.

D. Attendance Bonus Pay:

The employee shall earn 6.67 Attendance Bonus Pay (ABP) hours per month. The ABP plan provides for time off work for illness or other personal business. The plan is flexible to meet the needs of the employee. The time should be used in increments of at least two hours; however, allotments may be charged shorter time increments for repeated tardiness or other work attendance abuses.

E. Job Duties: The primary duties will be the security and protection of the Snow Creek and Falls Creek properties. (See Attached Exhibit A for additional duty information)

- (i) Employee shall monitor security cameras via computer for the presence of any unauthorized individual, vehicle or objects on DWA property and take action appropriate to the citing and circumstance. Employee will be required to manipulate Pan Tilt Zoom cameras for this purpose, and program camera patrol patterns based on security concerns and trespasser activity. Security cameras will be placed in a patrolling pattern when not monitored.
- (ii) Employee shall monitor long-range motion detectors via long-range intercom alert system for the presence of any unauthorized individuals, vehicles or objects on DWA property and take action appropriate to the citing and circumstance. Employee will be required to select appropriate locations and install and hide motion detectors for this purpose, and operate settings based on security concerns and trespasser activity.
- (iii) Employee will make setting adjustments, perform minor maintenance such as battery and computer memory replacements and, with authorization, relocate cameras periodically when their locations have been compromised by trespassers or as needed.
- (iv) Employee shall advise Agency personnel of any noticeable changes in weather patterns, which might affect stream conditions.
- (v) Employee will make setting adjustments, perform minor maintenance such as battery replacement and with authorization, relocate motion detectors periodically when their locations have been compromised by trespassers or as needed.

- (vi) Obtain and record chlorination, turbidity, temperature, and ph readings at the Snow Creek/Falls Creek settling structures. Readings shall be obtained on the days and at the times specified by DWA.
- (vii) Collect one daily bacteriological water sample from both Snow Creek and Falls Creek Intakes. Sample container, time of sampling, method of collection and storage shall be as specified by DWA. This duty shall be completed at the same time the duties as outlined in item E-vi, above, are completed. Samples shall be delivered to the Agency's laboratory located adjacent to the Operations Center at 1200 Gene Autry Trail South, Palm Springs, Monday through Friday between the hours of 8:00am and 9:00am.
- (viii) During the course of the above duties, Employee shall perform frequent (twice a day minimum) routine site inspections of water intakes and associated structures, and report any abnormalities to DWA management. Under no circumstances shall Employee operate or perform maintenance on any DWA water system valves, electrical equipment, chlorination equipment, structures, or associated appurtenances.
- (ix) Employee shall monitor and maintain security cameras located at facilities owned and operated by the Agency within the City of Palm Springs, Cathedral City, and unincorporated areas of Riverside County.
- (x) Perform such other duties as may be assigned to Employee by DWA, to include but not limited to camera maintenance, camera programming, and site patrolling at Agency owned facilities.
- (xi) Quarterly trip to the Agency's West Fork Property located within the San Jacinto mountains for the purpose of collecting surveillance camera data chips and camera maintenance.

Quarterly hike to surveillance cameras located on and above the area known as the Mesa within the Snow Creek and Falls Creek watershed area for the purpose of collecting surveillance camera data chips and camera maintenance.

2. **Site/Facility Security**

Employee shall be alert to the fact that Snow Creek and Falls Creek facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to DWA. All activity in and around the streams and upstream of the intakes is prohibited. Guests of the Employee are not allowed tours of the intake facilities, nor will photo-taking, videoing, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than DWA management.

3. **Compensation and Job Status:**

A. In consideration of the basic scope of work to be performed by Employee pursuant to this Agreement, DWA agrees to pay Employee a salary of \$2,299.00 dollars per month and will be subject to cost of living and merit increases. DWA shall be responsible for deduction of federal and state taxes and any other withholdings as required by law. Employee shall complete and sign a bi-weekly timesheet stating all hours worked as required by DWA.

- B. Employee's employment status under this Agreement shall be at-will, meaning DWA may terminate Employee at anytime, with or without cause, and without Skelly rights, due process, or right to appeal for discipline or dismissal. Upon termination of Employee's employment, he/she shall be entitled only to pay earned and unpaid to the date of termination.
- C. Employee will be eligible to receive an annual Cost of Living increase on July 1st of each year, with the percentage derived from the annual March Bureau of Labor Statistics "Consumer Price Indexes - Pacific Cities and U.S. City Average", "Urban Wage Earners and Clerical Workers" for Los Angeles-Riverside-Orange County Index. Any cost of living increase shall be equal to that received by all employees of the Desert Water Agency.
- D. Employee is entitled to all insurance benefits afforded DWA personnel, with such benefits to become effective as normally prescribed by DWA terms of employment.
- E. Employee shall be eligible to be a voting member of the Desert Water Agency Employees Association. Employee's position is not included in the bargaining unit represented by the Desert Water Agency Employees Association.
- F. Employee shall be eligible for enrollment with the California Public Employees Retirement System (CalPERS) for retirement benefits.
- G. Employee shall observe adherence to all DWA Employee Rules and Regulations, Policies, and the Employee Handbook.
- H. Agency shall provide employee with vehicle to perform duties, to include sample deliveries, site patrolling, camera maintenance, and quarterly visits to West Fork Property.

TERMS OF OCCUPANCY OF RESIDENCE

Employee shall reside full time at the DWA Snow Creek residence located on DWA property as part of the term of this Agreement. Occupancy by the Employee is not simply a benefit of employment, but is required due to the need for regular oversight of DWA property.

Employee is not required to remain on the premises while off duty; however, if employee leaves the premises for a period in excess of four (4) hours, he must notify DWA of his/her absence in advance.

1. Occupancy

- A. A residence consisting of a three (3) bedroom structure and a detached garage are located on DWA's property in the area where Employee performs his/her work for DWA.
- B. DWA recognizes the presence of occupants in said residence is beneficial to DWA in terms of maintenance and security. Accordingly, DWA shall permit Employee, spouse and dependent children, if any, to occupy said residence during his/her employment with no rental fee in exchange for the performance of associated job duties, and maintaining and securing the residence in accordance with the terms established herein.
- C. Employee shall advise DWA of any additional inhabitants at residence (including family or overnight guests) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

2. **Provision of Utilities**

- A. **Utilities:** The residence is served with water, sewer (septic), propane gas, electricity, telephone, and pest control.

Water, septic tank service and related maintenance, local phone and internet service, shall be provided and paid for by DWA free of charge to the residence. The Agency shall cover costs up to ___kilowatt-hours (kWh) per month for electricity. Any kilowatt-hours (kWh) over that amount shall be paid by the employee.

Local phone service (excluding long distance calls outside our area), however, is intermittent at times and cannot be guaranteed. Internet service shall be provided by DWA for the security camera system; this system is also intermittent at times and its operation cannot be guaranteed.

Use of the internet connection is limited to residential use. Web hosting and server connections are prohibited as well as any activity that interferes with the performance of the security camera system communications or which is deemed illegal.

- B. **Satellite Television:** It is possible to receive Satellite TV service at the residence; acquisition of this service is at the sole discretion and cost of the occupant.
- C. **Pest Control:** Pest control shall be provided upon request as needed for interior of residence and garage.
- D. **Propane Gas:** The Agency shall provide for the cost and delivery of one (1) Liquefied Petroleum Gas (LPG) propane tank per year, which is used for the water heater, stove, oven and heating. The Employee is responsible for all cost and deliveries for any additional propane gas (LPG) that may be required for the year.
- E. **Trash Removal:** There is no trash pick-up service for the Snow Creek Residence. Employee will be responsible for removal to an approved waste management site; Snow Creek Residence trash may be delivered to the DWA Operations Center for Disposal.

3. **Maintenance**

- A. Employee shall maintain cleanliness and order of both the interior and exterior areas of said residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- B. Access to the Snow Creek residence roof and garage roof is restricted to employees who have been trained in the use of the Agency's roof access safety equipment due to a potential slipping hazard in gaining access to the roof. Currently only the residence is equipped with safety equipment. No safety equipment is provided for the garage roof; therefore, access to the garage roof is not permitted. Should you need to obtain access to the roof of the Snow Creek residence, you must be trained to do so and use the proper safety equipment provided to you or notify the Assistant General Manager, General Manager or a DWA representative and wait until a designated DWA representative arrives to gain access to the roof.
- C. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case,

Employee will be held responsible for payment in full of all costs associated with restoration of the property), DWA shall be responsible for all interior, exterior and landscape maintenance and replacements as specified below:

- (i) All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
 - (ii) All appliances purchased and installed by DWA.
 - (iii) All fencing, gates, locks, and associated hardware.
 - (iv) All exterior maintenance, painting, roof repair, wood trim and siding.
 - (v) All plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - (vi) All internal and external electrical which was previously installed by DWA (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - (vii) All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - (viii) Maintenance, repair and/or replacement of evaporative cooler/heating unit, and associated hardware, duct work, and electrical.
 - (ix) Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
 - (x) DWA shall keep all access roadways free of overhanging brush as required, and remove such from reservoir, intakes and associated structures.
 - (xi) All requests for maintenance of any of the aforementioned shall be directed to DWA, and subsequent follow-up and approval of work shall be solely at the discretion of DWA.
 - (xii) Under no circumstances shall Employee make any modifications, additions, or improvements of any nature to any DWA structure, landscaping or property without first obtaining written authorization from DWA.
- D. Employee will be required to alert DWA of defective or dangerous conditions at the Agency's property immediately upon discovery.

E. Under no circumstances shall Employee harbor wild or undomesticated animals, which are deemed as potentially dangerous by DWA. All animals in residence on DWA property must be approved by DWA prior to locating them at residence. All animals approved by DWA shall be quartered as deemed appropriate by DWA.

4. **Fire**

A. No fires shall be permitted on DWA property except in facilities such as wood burning stoves or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no open fires or burning pits/receptacles will be allowed.

5. **Firearms**

A. Legal firearms/weapons and associated ammunition are permitted on DWA Snow and Falls Creek property as permitted by law.

6. **Unauthorized Individuals/Trespassers**

A. In the event Employee encounters or observes trespassers on DWA's Snow Creek, Falls Creek, miscellaneous properties, Employee shall:

(i) Inform said trespasser that they are trespassing on DWA property and request they vacate. Employee shall try to obtain a photo of trespasser or trespasser's vehicle, and shall provide written documentation of trespass on forms provided by DWA.

(ii) If the trespasser refuses to cooperate when asked to vacate, Employee shall notify DWA management and the County of Riverside Sheriff's Department. Under no circumstance shall Employee use force, brandish weapons or provoke violence. DWA shall be notified of all incidents involving trespass no later than the next working day.

(iii) Employee shall not grant access to DWA facilities by non-Agency personnel, nor shall Employee grant permission to any person(s) to hike on or through Agency property.

7. **Vehicles**

All vehicles stored at residence area must be operable and must meet applicable State of California emissions requirements. DWA reserves the right to limit the number of vehicles stored on property if DWA deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to DWA structures, facilities, or personnel. DWA shall allow Employee to park up to three (3) personal vehicles at the residence.

8. **Demand to Vacate Premises**

DWA reserves the right to require the Employee to vacate the premises in the event of a disaster or life threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the Employee and related occupant(s) of the residence. Employee and any related occupants will, without argument, abandon the property immediately upon the verbal request of the DWA General Manager (or his designated spokesperson), the Assistant General Manager, or any

member of the Board of Directors. Employee and related occupants shall not return to the property until authorization is given by any one of the above named DWA representatives.

9. Loss of Personal Property

Employee shall have sole responsibility for the personal contents of the property, and will be required to obtain, and provide proof of, an insurance policy providing coverage for any personal items, which may be damaged, stolen or destroyed during the course of tenancy of the property.

10. Access to Residence

DWA reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life threatening situation may exist.

11. Termination of Employment and Occupancy.

Employee acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, Employee's right to use and occupy the Residence will also terminate. In connection with termination by DWA of Employee's employment, Employee agrees to vacate the Residence on the earlier of (a) thirty (30) days following written notice from DWA to vacate the Residence; or (b) thirty (30) days following the date upon which Employee's employment with DWA is terminated. If Employee remains in the Residence following expiration of the period described above, such occupancy will be deemed a tenancy at sufferance. Employee will be liable to DWA for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and DWA may utilize all legal rights and remedies to cause Employee's occupancy of the Residence to be terminated.

12. Indemnification and Hold Harmless

DWA shall be indemnified against any personal loss, damage, theft or injury suffered by Employee during the term of this service contract and occupation of the Snow Creek residence. Employee agrees to indemnify and hold harmless DWA for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the Snow Creek property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Employee or family or guests of Employee. The term DWA as used in this Agreement shall include Employees, board members, agents, and representatives where the context requires or permits. The term "Employee" as used in this Agreement shall include Guest(s) heirs, successors, assigns, invitees, representatives and other persons on the property during Employee's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

13. Assignment of Agreement

Under no circumstance shall the Employee assign the terms of this agreement to any other individual.

14. Term of this Agreement

The term of this Agreement shall be for a period of one (1) year from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above.

DESERT WATER AGENCY

BY: _____
Mark S. Krause, General Manager

EMPLOYEE

BY: _____
Name, Employee

Exhibit A
Snow Creek Security
Water Quality Job Duties*

1. As needed cleaning of “traveling screen” for removal of dirt and debris
2. Daily check and recordation of Snow and Falls Creek intakes for, but not limited to:
 - conditions of intake and water
 - turbidity
 - ph
 - chlorine levels
 - flow levels
 - pressure
 - debris or foreign objects
 - reading of meters on all pumps , flow meters and power meters
 - water flow through weir
 - performance of water quality and level testing on regular basis
3. Daily observation of Falls Creek booster station for any problems related to pumps, panels, piping, etc., with advisement of any problems made immediately to the DWA Operations Supervisor or Operations Stand-by personnel
4. Daily recordation of chlorination for Snow Creek and Falls Creek
5. Daily recordation of sample and monitoring equipment check for Snow and Falls Creek
6. Collect raw samples and transport them to the Agency laboratory located adjacent to the DWA Operations Center located at 1200 S. Gene Autry Trail, Palm Springs. If unable to transport, contact DWA Operations Supervisor and advised that samples have been left at the gate box located at the lower entrance to Snow Creek property.
7. Regularly clean the chlorine building, as well as the grates located on the settling structure
8. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel at the onset of rain or change in weather conditions which might affect stream or operation of facilities
9. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if there is a chlorine alarm or the first smell of chlorine
10. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if a power outage occurs at any portion of the Snow Creek or Falls Creek facilities or residence
11. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if a low chlorine residual reading of 1.0 ppm or less is obtained
12. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if the chlorinator is not feeding chlorine

* See DWA Job Description for further specifics relating to duties

TREMONT CEMETERY EMPLOYEE CARETAKER OCCUPANCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between the SILVEYVILLE PUBLIC CEMETERY DISTRICT, a California governmental entity, hereinafter referred to as “DISTRICT” and _____ hereinafter referred to as “CARETAKER”.

WHEREAS, DISTRICT owns and manages property known as Tremont Cemetery, located at _____, California _____, (hereinafter referred to as “Tremont Property”).

WHEREAS, the Tremont Property contains a residential unit (hereinafter referred to as “Residential Unit”) that may be used by a caretaker of the Tremont Property which is owned by the District; and

WHEREAS, it is for the convenience of the District and in the best interest of DISTRICT to have a caretaker living on the Tremont Property to act as a caretaker for safety, security, and maintenance purposes; and

WHEREAS, DISTRICT desires to employ CARETAKER for Tremont Property for caretaker purposes; and

WHEREAS, CARETAKER desires to provide caretaker services at the Tremont Property.

NOW THEREFORE, as a required by and acceptance of the job position of Caretaker, CARETAKER hereby agree as follows:

1) Occupancy.

CARETAKER may occupy the Residential Unit as his or her residence under a license by the District subject to this agreement.

- a) Prior to CARETAKER occupying the Residential Unit, CARETAKER shall engage in and pass a State of California Department of Justice (DOJ) Live Scan background check (“Background Check”). This Agreement is subject to favorable results from the Background Check and shall be null and void should CARETAKER not pass the Background Check.
- b) Upon completion and satisfactory passage of Background Check, CARETAKER may occupy the Residential Unit.
- c) CARETAKER agrees that he/she has carefully examined the Park Property prior to occupancy, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. CARETAKER accepts occupancy of the Park Property “as is.”

2) No Residential Tenancy Created.

This Agreement does not establish a leasehold interest in the residence or the property upon which the residence is situated. This Agreement does not establish a landlord-tenant relationship between CARETAKER and DISTRICT. The Residential Unit is corporate housing provided to CARETAKER under a license as part of the position of Caretaker. To the extent that any rights under California residency laws apply, CARETAKER hereby explicitly waives them.

3) Use of Park Property.

Prohibited Activities:

- a) CARETAKER shall not allow other inhabitants to live on the Tremont Property or in the Residential Unit without prior written permission from the District Manager, or designee.
- b) CARETAKER shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the Tremont Property without written permission from the District Manager or designee.
- c) CARETAKER shall not keep or allow domestic or farm animals on the Tremont Property or within the Residential Unit without written permission from the District Manager or designee.
- d) CARETAKER shall not allow unlawful, or offensive use of the Tremont Property or Residential Unit.
- e) CARETAKER shall not conduct any business at the Tremont Property without prior written permission from the District Manager or designee.
- f) CARETAKER shall not operate or use the Tremont Property or Residential Unit in such a manner as to create a nuisance on the property.
- g) CARETAKER shall not grow, or allow others to grow, any crops on the Tremont Property or within the Residential Unit without prior written permission from the District Manager or designee.
- h) CARETAKER shall not grow, use, or store, or allow others to grow, use, or store cannabis plants or products, on or at the Tremont Property or within the Residential Unit.
- i) CARETAKER shall not permit anything dangerous, inflammable or explosive character on the Tremont Property or within the Residential Unit.
- j) No firearms are allowed at the Tremont Property or within the Residential Unit..
- k) No smoking or vaping is allowed at the Tremont Property or within the Residential Unit..

4) Park Property Responsibilities of Caretaker.

CARETAKER's duties, responsibilities, and obligations are defined in, and is hereby incorporated by reference, the Caretaker's job description.

5) Residential Unit Responsibilities of Caretaker.

- a) CARETAKER shall keep furnishings, appliances, and fixtures in the Residential Unit in order and good condition, and shall immediately contact the DISTRICT Office for any necessary repairs to the Residential Unit. CARETAKER shall reimburse the District for any repairs necessitated by CARETAKER'S negligence or misuse, or the negligence or misuse of CARETAKER'S guests or invitees. CARETAKER shall not alter or damage the Residential Unit in any way for the purpose of installing fixtures or appliances in the Residential Unit without prior written permission from the District Manager or designee.

All permitted alterations, changes, and improvements to the Residential Unit and any fixtures installed by CARETAKER shall be the property of the DISTRICT.

- b) CARETAKER shall keep and maintain the Residential Unit and appurtenances in good and sanitary condition at all times.

6) Right to Entry.

DISTRICT retains the right for the general public to enter and use the Tremont Property in accordance with the terms herein. Further, DISTRICT retains the right for its agents to enter the Residential Unit to inspect, alter, or repair it at without notice but at reasonable times as DISTRICT deems necessary from time to time.

7) Utilities.

CARETAKER shall be responsible for the following Residential Unit utility bills: electricity and gas.

8) Smoke and Carbon Monoxide Detectors.

CARETAKER acknowledges and agrees a smoke and carbon monoxide detectors are in place and are operational. CARETAKER agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, CARETAKER agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, CARETAKER agrees to inform the DISTRICT immediately. If the detectors are not battery powered, CARETAKER agrees to inform the DISTRICT immediately of any malfunction.

9) Compliance with Laws.

CARETAKER shall observe and comply with, perform, and execute all federal and state laws, county ordinances, rules, regulations and orders; and any and all regulations and orders of any federal, state, or county agency of public authority or offices which in any way affect, or relate to, or are in any way applicable to the Tremont Property.

10) Indemnification.

CARETAKER shall indemnify, defend, and hold harmless DISTRICT, its governing Board, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except and in proportion to the extent caused by the negligence of DISTRICT, its governing Board, officers, directors, employees, agents or volunteers.

11) No Liability for Loss or Damage to CARETAKER'S Personal Property or Equipment.

DISTRICT is not responsible for CARETAKER'S personal property. In the event that CARETAKER'S, personal property or equipment on the Park Property are damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. CARETAKER does hereby release and waive on behalf of itself and any insurer by subrogation or otherwise, all claims against DISTRICT on account of any loss or other casualty to CARETAKER'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete

release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

12) Transfers or Assigns.

CARETAKER shall not transfer or assign the rights or responsibilities of this Agreement.

13) Survival Of Terms

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

14) 72 Hour Surrender of Possession upon Termination of Employment

Upon the end of employment with the District for any reason whatsoever, CARETAKER must vacate the Residential Unit and Tremont Park, and remove all personal belongings within 72 hours. The District has the right to complete possession of the Residential Unit after 72 hours upon the end of employment with the District.

15) Surrender or Abandonment.

If at any time during the Term of this Agreement, CARETAKER abandons the Tremont Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to CARETAKER for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to CARETAKER and left on the Tremont Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. CARETAKER agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of CARETAKERS' personal property.

DISTRICT

CARETAKER

Date: _____

Date: _____

By: _____
District Manager

By: _____



Beaumont-Cherry Valley Water District
Personnel Committee Meeting
June 1, 2020

HUMAN RESOURCES REPORT

TO: Board of Directors Personnel Committee
FROM: Sabrina Foley, Human Resources Coordinator
SUBJECT: Human Resources Department Report for the Period of March 26, 2020 – May 25, 2020

Personnel

Total Current Employees (Excluding Board Members)	37
Part Time	3
Interns	1
Separations (1/16/2020-3/25/2020)	0
Retiring Employees (1/16/2020-3/25/2020)	0

New Hires

There were no new hires during this period.

Anniversaries*

Julian Herrera	Water Utility Person III	13 years
Dwan Lee	Production Supervisor	22 years
Joshua McCue	Production Maintenance II	4 years
Sylvia Molina	Sr. Accountant	8 years
Jaime Muñoz	Water Utility Person II	5 years
Dustin Smith	Production Maintenance I	3 years
Mark Swanson	Sr. Engineer	2 years

**Work Anniversaries for the purposes of this report are calculated from the most recent hire date and do not determine employment conditions or terms. This report does not include elected officials.*

Promotions

There were no promotions during this period.



Employee Communications

Human Resources publishes a bi-weekly internal newsletter for employees, which is distributed via internal email and published to breakroom bulletin boards. The newsletter typically includes items such as employment announcements, information about CalPERS (Retirement and Health) programs, safety topics, and wellness tips.

Human Resources publishes a monthly calendar of events which includes holidays, recurring meeting dates, and employee birthdays for employees who elect to participate.

Human Resources distributed an internal memo to BCVWD Managers regarding confidential medical information in the context of the COVID-19 Coronavirus emergency.

Human Resources communicated with all staff by email to relay the new procedure for making appointments with CalPERS due to COVID-19 on 3/24/2020.

Human Resources communicated with all staff by email to share resources from ACWA JPIA for COVID-19 on 3/30/2020.

Human Resources communicated with all staff by email to share an update from the County of Riverside regarding the face covering rule during the COVID-19 emergency on 4/1/2020.

Human Resources communicated with all staff by email to share the new contact information for the updated Employee Assistance Program (EAP) vendor on 4/2/2020.

Human Resources communicated with all staff by email to share a Benefits Contact Sheet document on 4/7/2020.

Human Resources communicated with all staff by email regarding upcoming CalPERS Webinars on 4/13/2020.

Human Resources communicated with all staff by email to share the Spring Wellness Connection newsletter from Keenan & Associates (District Benefits Broker) on 4/14/2020.

Human Resources communicated with all staff by email to share access to a webinar called "Coping with COVID-19: Tips to Help Children and Families" hosted by Keenan & Associates on 5/14/2020.

Other

Human Resources contributed to a Salary and Benefits Survey hosted by the Merced-Irrigation District.

Human Resources contributed to a "COVID-19 Recovery: Return to Work" survey conducted by Gallagher.

Human Resources provided training regarding the COVID-19 Coronavirus, including tips for personal safety and prevention, to all employees via the District's Learning Management System TargetSolutions on 4/13/2020 and 4/20/2020.

Prepared by Sabrina Foley, Human Resources Coordinator, May 26, 2020