

### **BEAUMONT-CHERRY VALLEY WATER DISTRICT**

560 Magnolia Avenue, Beaumont, CA 92223

# NOTICE AND AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS Wednesday, August 12, 2020 - 6:00 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 Board of Directors will attend via teleconference

To access the teleconference:
Please dial **712-770-4010** and Enter Code **754421**For Public Comment Press \*6 When Prompted

Meeting materials are available on the BCVWD's website: <a href="https://bcvwd.org/document-category/regular-board-agendas/">https://bcvwd.org/document-category/regular-board-agendas/</a>

**Call to Order: President Covington** 

Pledge of Allegiance: Director Williams

**Invocation: Director Slawson** 

Roll Call

**Teleconference Verification** 

**Public Comment** 

### PUBLIC COMMENT: PRESS \*6 to request to speak when prompted

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. 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.

### **ACTION ITEMS**

Action may be taken on any item on the agenda. Information on the following items is included in the full Agenda Packet.

### 1. Adjustments to the Agenda

- 2. Consent Calendar: All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
  - a. June 2020 Budget Variance Report (pages 5 9)
  - b. June 2020 Cash/Investment Balance Report (page 10)
  - c. July 2020 Check Register (pages 11 31)
  - d. July 2020 Invoices Pending Approval (pages 32 33)
  - e. Minutes of the Regular Meeting of July 8, 2020 (pages 34 41)
  - f. Minutes of the Regular Meeting of July 23, 2020 (pages 42 49)
- 3. Riverside Local Agency Formation Commission (LAFCO) Call for Nominations for an Alternate Special District Member (pages 50 51)
- 4. Proposed USA Fact Vendor Agreement to Produce Employment Candidate Background Checks for a Term of One Year (pages 52 87)
- 5. BCVWD 2021 Imported Water Order Quantity from the San Gorgonio Pass Water Agency (pages 88 94)
- 6. San Gorgonio Pass Water Agency (SGPWA) and Sites Project Authority Phase 2 Participation Agreement and Associated Costs (pages 95 112)
- Consideration of Proposal by Raftelis Financial Consultants, Inc. Produce a Report on Miscellaneous Fees (Administrative Cost Recoveries) (pages 113 - 118)
- 8. Proposed Changes to the District's Conflict of Interest Code: Approval of Notice of Intent and 45-day Comment Period (pages 119 124)
- 9. Request for "Will Serve Letter" and Annexation for a Proposed Multi-Family Residential Development Project Xenia Avenue, south of 8<sup>th</sup> Street and north of 6<sup>th</sup> Street in the City of Beaumont (Riverside County Assessor's Parcel Nos. 419-160-055, -024 and 419-170-016, -017, -018, -022 & -027) (pages 125 133)
- 10. Resolution 2020-\_\_: Ratifying and Proclaiming a District Local Emergency in Response to the Impact of the Apple Fire (pages 134 149)
- 11. Resolution 2020-\_\_: Establishing Authorized Agents to Act on Behalf of the District for Cost Recovery (pages 150 154)
- 12. Review of District Staffing Activities and Cash Flows as related to the ongoing COVID-19 Local State of Emergency (pages 155 159)
- 13. BCVWD Return to Work Protocol, Acknowledgement, and Travel Disclosure Form due to COVID-19 Emergency (pages 160 167)
- 14. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07 (No Staff Report)
- 15. Temporary revisions to District Policies and Procedures Manual Part I, Section 32: Uniforms and Protective Clothing (pages 168 170)

### 16. Reports For Discussion

- a. Ad Hoc Committees
- b. General Manager
- c. Directors' Reports
- d. Legal Counsel Report

#### 17. Announcements

All meetings will be held via teleconference until further notice, unless otherwise indicated.

- Beaumont Basin Watermaster Committee Special Meeting: Thursday, August 27, 2020 at 9:00 a.m.
- Engineering Workshop: Thursday, August 27, 2020 at 6:00 p.m.
- Collaborative Agencies Committee Meeting: Wednesday, September 2, 2020 at 5:00 p.m. (*teleconference pending*)
- Finance and Audit Committee Meeting: Thursday, September 3, 2020 at 3:00 p.m.
- District offices will be closed on Monday, September 7, 2020 in observance of Labor Day
- Regular Board Meeting: Wednesday, September 9, 2020 at 6 p.m.
- Personnel Committee Meeting: Monday, September 28, 2020 at 5:30 p.m.
- Beaumont Basin Wastermaster Committee Meeting: Wednesday, October 7, 2020 at 10 a.m.

### 18. Action List for Future Meetings

• Water supply for BCVWD and the region

### 19. Adjournment

### **NOTICES**

**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 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 on the District website at the same time as they are distributed to Board Members: website: www.bcvwd.org.

**REVISIONS TO THE AGENDA** - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board 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 72 hours prior to the Board 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 <a href="mailto:info@bcvwd.org">info@bcvwd.org</a> or in writing to the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

### **CERTIFICATION OF POSTING**

I certify that on or before August 9, 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 72 hours in advance of the meeting (Government Code §54954.2(a)).

Yolanda Rodriguez

Director of Finance and Administration

Lynda Kerney, Admin Assistant for:

### General Ledger

Budget Variance Revenue

User: wclayton

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Period 06 - 06 Fiscal Year 2020

### Beaumont-Cherry Valley Water District

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



Account Number	Description	Budg	et	Pe	eriod Amt	En	nd Bal	Vai	riance	% Avail/ Uncollect
50	GENERAL									
01-50-510-490001	Interest Income - Bonita Vista	\$	1,600.00		265.79	\$	730.72	\$	869.28	54.33%
01-50-510-490011	Interest Income-Fairway Canyon	\$	46,829.00	\$	<u>-</u>	\$	-	\$	46,829.00	100.00%
01-50-510-490021	Interest Income - General	\$	800,000.00	\$	32,447.28	\$	394,874.18	\$	405,125.82	50.64%
	Interest Income	\$	848,429.00	\$	32,713.07	\$	395,604.90	\$	452,824.10	53.37%
01-50-510-481001	Fac Fees-Wells	\$	580,800.00	\$	-	\$	96,800.00	\$	484,000.00	83.33%
01-50-510-481006	Fac Fees-Water Rights (SWP)	\$	367,500.00	\$	-	\$	61,250.00	\$	306,250.00	83.33%
01-50-510-481012	Fac Fees-Water Treatment Plant	\$	276,300.00	\$	-	\$	46,050.00	\$	230,250.00	83.33%
01-50-510-481018	Fac Fees-Local Water Resources	\$	145,500.00	\$	-	\$	24,250.00	\$	121,250.00	83.33%
01-50-510-481024	Fac Fees-Recycld Wtr Facilties	\$	420,600.00	\$	-	\$	86,867.92	\$	333,732.08	79.35%
01-50-510-481030	Fac Fees-Transmission (16")	\$	470,400.00	\$	-	\$	78,400.00	\$	392,000.00	83.33%
01-50-510-481036	Fac Fees-Storage	\$	602,400.00	\$	-	\$	100,400.00	\$	502,000.00	83.33%
01-50-510-481042	Fac Fees-Booster	\$	41,700.00	\$	-	\$	6,950.00	\$	34,750.00	83.33%
01-50-510-481048	Fac Fees-Pressure Reducng Stns	\$	21,300.00	\$	-	\$	3,550.00	\$	17,750.00	83.33%
01-50-510-481054	Fac Fees-Misc Projects	\$	18,600.00	\$	-	\$	3,100.00	\$	15,500.00	83.33%
01-50-510-481060	Fac Fees-Financing Costs	\$	91,500.00	\$	-	\$	15,755.28	\$	75,744.72	82.78%
01-50-510-485001	Front Footage Fees	\$	-	\$	-	\$	178,921.00	\$	(178,921.00)	0.00%
	Non-Operating Revenue	\$	3,036,600.00	\$	-	\$	702,294.20	\$	2,334,305.80	76.87%
01-50-510-410100	Sales	\$	5,161,164.00	\$	378,447.07	\$	1,648,494.17	\$	3,512,669.83	68.06%
01-50-510-410151	Agricultural Irrigation Sales	\$	20,469.00	\$	-	\$	3,095.64	\$	17,373.36	84.88%
01-50-510-410171	Construction Sales	\$	92,930.00	\$	17,079.66	\$	28,443.45	\$	64,486.55	69.39%
01-50-510-413001	Backflow Admin Charges	\$	44,000.00	\$	5,330.22	\$	24,053.51	\$	19,946.49	45.33%
01-50-510-413011	Fixed Meter Charges	\$	3,358,743.00	\$	387,311.35	\$	1,947,112.59	\$	1,411,630.41	42.03%
01-50-510-413021	Meter Fees	\$	325,000.00	\$	33,122.00	\$	346,827.99	\$	(21,827.99)	-6.72%
01-50-510-415001	SGPWA Importation Charges	\$	3,452,007.00	\$	313,877.95	\$	1,060,415.89	\$	2,391,591.11	69.28%
01-50-510-415011	SCE Power Charges	\$	1,591,355.00	\$	136,583.27	\$	578,052.98	\$	1,013,302.02	63.68%
01-50-510-417001	2nd Notice Penalties	\$	100,665.00	\$	-	\$	18,045.00	\$	82,620.00	82.07%
01-50-510-417011	3rd Notice Charges	\$	35,000.00	\$	-	\$	10,540.00	\$	24,460.00	69.89%
01-50-510-417021	Account Reinstatement Fees	\$	44,000.00	\$	-	\$	3,650.00	\$	40,350.00	91.70%
01-50-510-417031	Lien Processing Fees	\$	4,000.00	\$		\$	1,000.00	\$	3,000.00	75.00%
01-50-510-417041	Credit Check Processing Fees	\$	10,000.00	\$	815.00	\$	4,550.00	\$	5,450.00	54.50%
01-50-510-417051	Returned Check Fees	\$	3,000.00	\$	450.00	\$	2,150.00	\$	850.00	28.33%
01-50-510-417061	Custmr Damages/Upgrade Charges	\$	22,000.00	\$	-	\$	15,132.83	\$	6,867.17	31.21%
01-50-510-417071	After Hours Call Out Charges	\$	650.00	\$	-	\$	50.00	\$	600.00	92.31%
01-50-510-417081	Bench Test Fees	\$	90.00	\$	-	\$	30.00	\$	60.00	66.67%
01-50-510-417091	Credit Card Processing Fees	\$	45,000.00	\$	- 20 707 25	\$	12,492.24	\$	32,507.76	72.24%
01-50-510-419011	Development Income	\$	60,000.00	\$	30,787.25	\$	85,972.41	\$	(25,972.41)	-43.29%
01-50-510-419031	Well Maintenance Reimbursemnt	\$ \$	7,500.00	\$	-	\$	2,941.37	\$	4,558.63	60.78%
01-50-510-419061	Miscellaneous Income		100.00	\$		\$	39,157.26	\$	(39,057.26)	-39057.26%
	Operating Revenue	\$	14,377,673.00	Þ	1,303,803.77	Þ	5,832,207.33	Þ	8,545,465.67	59.44%
01-50-510-471001	Rent - 12303 Oak Glen	\$	2,400.00	\$	200.00	\$	1,200.00	\$	1,200.00	50.00%
01-50-510-471011	Rent - 13695 Oak Glen	\$	2,400.00		200.00		1,200.00		1,200.00	50.00%
01-50-510-471021	Rent - 13697 Oak Glen	\$	2,400.00		200.00		1,200.00		1,200.00	50.00%
01-50-510-471031	Rent - 9781 Avenida Miravilla	\$	2,400.00		200.00		1,200.00		1,200.00	50.00%
01-50-510-471101	Util - 12303 Oak Glen	\$	2,688.00		273.15		1,711.36		976.64	36.33%
01-50-510-471111	Util - 13695 Oak Glen	\$	2,158.00	\$	190.37	\$	1,133.94	\$	1,024.06	47.45%
01-50-510-471121	Util - 13697 Oak Glen	\$	3,631.00	\$	200.63	\$	1,857.44	\$	1,773.56	48.84%
01-50-510-471131	Util - 9781 Avenida Miravilla	\$	1,948.00	\$	151.37	\$	1,299.96	\$	648.04	33.27%
	Rent/Utilities	\$	20,025.00	\$	1,615.52	\$	10,802.70	\$	9,222.30	46.05%
Revenue Total		\$	18,282,727.00	\$	1,338,132.36	\$	6,940,909.13	\$	11,341,817.87	62.04%

### General Ledger

Budget Variance Expense

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### Beaumont-Cherry Valley Water District

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



Account Number	Description		Budget		Period Amt		End Bal		Variance	Encumb	ered	% Avail/ Uncollect
10	BOARD OF DIRECTORS											
01-10-110-500101	Board of Directors Fees	\$	53,400.00	\$	3,400.00	\$	17,200.00	\$	36,200.00	\$	-	67.79%
01-10-110-500115	Social Security	\$	3,324.00	\$	210.80	\$	1,066.40	\$	2,257.60	\$	-	67.92%
01-10-110-500120	Medicare	\$	779.00		49.30	\$	249.40	\$	529.60	\$	-	67.98%
01-10-110-500140	Life Insurance	\$	125.00		15.27	\$		\$	109.07	\$	-	87.26%
01-10-110-500143	EAP Program	\$	75.00			\$		\$	51.75	\$	-	69.00%
01-10-110-500145	Workers' Compensation	\$			19.23	\$	96.12		679.88	\$	-	87.61%
01-10-110-500175	Training/Education/Mtgs/Travel	\$	9,000.00			\$	1,050.00	\$	7,950.00	\$	-	88.33%
	Board of Directors Personnel	\$	67,479.00	\$	4,758.55	\$	19,701.10	\$	47,777.90	\$	-	70.80%
01-10-110-550042	Supplies-Other  Board of Directors Materials & Supplies	\$ <b>\$</b>	1,030.00 <b>1,030.00</b>		-	\$ <b>\$</b>	188.64 <b>188.64</b>			\$ <b>\$</b>	-	81.69% <b>81.69%</b>
01-10-110-550012	Election Expenses	\$	10,000.00	\$	_	\$	_	\$	10,000.00	\$	_	100.00%
01-10-110-550051	Advertising/Legal Notices	\$	1,400.00		-	\$	220.00	\$	1,180.00	\$	-	84.29%
	Board of Directors Services	\$	11,400.00	\$	-	\$	220.00	\$	11,180.00	\$	-	98.07%
Expense Total	BOARD OF DIRECTORS	\$	79,909.00	\$	4,758.55	\$	20,109.74	\$	59,799.26	\$	-	74.83%
20	ENGINEERING											
01-20-210-500105	Labor	\$	568,262.00		30,957.12			\$	413,460.09	\$	-	72.76%
01-20-210-500115	Social Security Medicare	\$ \$	39,710.00		1,919.90		7,824.71		31,885.29	\$	-	80.30%
01-20-210-500120 01-20-210-500125	Medicare Health Insurance	\$ \$	9,294.00		449.02 3,888.03	\$	2,388.87 13,657.26	\$ \$	6,905.13 90,886.74	\$		74.30% 86.94%
01-20-210-500125	Life Insurance	\$ \$	104,544.00 2,784.00		29.64	\$	314.32		2,469.68	\$ \$		88.71%
01-20-210-500140	EAP Program	\$ \$	288.00			\$	29.36	\$	258.64	\$ \$	-	89.81%
01-20-210-500145	Workers' Compensation	\$	8,489.00			\$	1,095.90	\$	7.393.10	\$		87.09%
01-20-210-500150	Unemployment Insurance	\$	19,324.00		212.00	\$	1,055.50	\$	19,324.00	\$	_	100.00%
01-20-210-500155	Retirement/CalPERS	\$	93,299.00		3,828.08	\$	22,205.62	\$	71,093.38	\$	_	76.20%
01-20-210-500165	Uniforms & Employee Benefits	\$	350.00		-	\$	-	\$	350.00	\$	_	100.00%
01-20-210-500175	Training/Education/Mtgs/Travel	\$	6,000.00		_	\$	180.39	\$	5,819.61	\$	_	96.99%
01-20-210-500180	Accrued Sick Leave Expense	\$			_	\$	1,893.50	\$	26,393.50	\$	-	93.31%
01-20-210-500185	Accrued Vacation Leave Expense	\$	20,202.00		-	\$	· -	\$	20,202.00	\$	-	100.00%
01-20-210-500187	Accrual Leave Payments	\$	14,745.00	\$	-	\$	4,694.96	\$	10,050.04	\$	-	68.16%
01-20-210-500195	CIP Related Labor	\$	(225,000.00)	\$	(8,140.67)	\$	(54,158.83)	\$	(170,841.17)	\$	-	75.93%
	Engineering Personnel	\$	690,578.00	\$	33,147.82	\$	154,927.97	\$	535,650.03	\$	-	77.57%
01-20-210-540048	Permits, Fees & Licensing	\$	2,060.00	\$	-	\$	-	\$	2,060.00	\$	-	100.00%
	Engineering Materials & Supplies	\$	2,060.00	\$	-	\$	-	\$	2,060.00	\$	-	100.00%
01-20-210-550030	Membership Dues	\$	800.00	\$	-	\$	300.00	\$	500.00	\$	-	62.50%
01-20-210-550051	Advertising/Legal Notices	\$	2,000.00		-	\$	-	\$	2,000.00	\$	-	100.00%
01-20-210-580031	Outside Engineering	\$	61,800.00		-	\$	-	\$	61,800.00	\$	-	100.00%
01-20-210-580032	CIP Related Outside Engineering	\$	(41,280.00)		-	\$	-	\$	(41,280.00)		-	100.00%
	Engineering Services	\$	23,320.00	\$	-	\$	300.00	\$	23,020.00	\$	-	98.71%
Expense Total	ENGINEERING	\$	715,958.00	\$	33,147.82	\$	155,227.97	\$	560,730.03	\$	-	78.32%
30	FINANCE & ADMIN SERVICES	•	4 440 770 00	•	00 000 40	•	100 040 70	•	707 404 00	•		04.000/
01-30-310-500105	Labor	\$	1,140,773.00		69,980.40 90.30			\$ \$	707,124.30	\$	-	61.99% 31.79%
01-30-310-500110 01-30-310-500111	Overtime Double Time	\$ \$	1,185.00 500.00		90.30	\$		\$	376.70 409.70	\$ \$	-	31.79% 81.94%
											-	
01-30-310-500115	Social Security	\$	87,852.00		4,407.62		-,	\$	62,808.11		-	71.49%
01-30-310-500120	Medicare	\$	20,557.00		1,030.81			\$	13,624.01		-	66.27%
01-30-310-500125 01-30-310-500130	Health Insurance CalPERS Health Admin Costs	\$ \$	287,496.00		15,692.27		94,140.14		193,355.86 2,047.21	\$	-	67.26%
	Life Insurance	\$ \$	3,000.00 6,876.00		151.20 95.64		952.79 1,304.51		5,571.49	\$		68.24% 81.03%
01-30-310-500140 01-30-310-500143	EAP Program	\$ \$	860.00			\$ \$	135.92			\$ \$	-	84.20%
01-30-310-500145	Workers' Compensation	\$	16,632.00		420.82		2,637.18		13,994.82		-	84.14%
01-30-310-500150	Unemployment Insurance	\$	38,808.00		-	\$	3,472.00	\$	35,336.00	\$	_	91.05%
01-30-310-500155	Retirement/CalPERS	\$	213,002.00		12,980.77	\$	89,348.56	\$	123,653.44	\$	_	58.05%
01-30-310-500161	Estim Current Yr OPEB Expense	\$	107,150.00		-	\$	-	\$		\$	-	100.00%
01-30-310-500165	Uniforms & Employee Benefits	\$	1,000.00		-	\$	23.71	\$		\$	-	97.63%
01-30-310-500175	Training/Education/Mtgs/Travel	\$	25,000.00	\$	398.00	\$	6,290.96	\$	18,709.04	\$	-	74.84%
01-30-310-500180	Accrued Sick Leave Expense	\$	58,662.00		659.60	\$		\$	53,433.94		-	91.09%
01-30-310-500185	Accrued Vacation Leave Expense	\$	90,288.00		103.73		4,753.45		85,534.55		-	94.74%
01-30-310-500187	Accrual Leave Payments	\$	115,720.00		-	\$	31,996.23		83,723.77		-	72.35%
01-30-310-550024	Employment Testing	\$	206.00		-	\$	-	\$	206.00	\$	-	100.00%
01-30-315-500105	Labor Social Security	\$	140,662.00			\$		\$	81,136.80	\$	-	57.68%
01-30-315-500115	Social Security Medicare	\$ \$	12,380.00		829.38 193.97	\$	5,501.54 1,286.66	\$	6,878.46	\$ \$	-	55.56% 55.57%
01-30-315-500120 01-30-315-500125	Medicare Health Insurance	\$ \$	2,896.00 26,136.00		2,114.24		12,685.44		1,609.34 13,450.56	\$ \$	-	55.57% 51.46%
01-30-315-500125	Life Insurance	\$ \$	912.00		15.24		180.99		731.01		-	80.15%
31 00 010-000140	2.1334141100	Ψ	312.00	Ψ	10.24	Ψ	100.33	Ψ	751.01	4	-	55.1570

Account Number	Description		Budget		Period Amt		End Bal		Variance		Encumbered	% Avail/ Uncollect
01-30-315-500143	EAP Program	\$	72.00		1.55		12.36		59.64		-	82.83%
01-30-315-500145	Workers' Compensation	\$	,	\$	55.00			\$	1,695.12		-	83.42%
01-30-315-500150 01-30-315-500155	Unemployment Insurance Retirement/CalPERS	\$ \$	4,783.00 15,604.00	ъ \$	1,027.63	\$ \$	- 6,257.23	\$ \$	4,783.00 9,346.77	\$ \$	-	100.00% 59.90%
01-30-315-500175	Training/Education/Mtgs/Travel	\$	4,120.00		-	\$	-	\$	4,120.00	\$	_	100.00%
01-30-315-500180	Accrued Sick Leave Expense	\$		\$	-	\$	-	\$	8,029.00	\$	-	100.00%
01-30-315-500185	Accrued Vacation Leave Expense	\$		\$	-	\$	-	\$	14,597.00	\$	-	100.00%
01-30-315-500187	Accrual Leave Payments CIP Related Labor	\$	35,678.00		3,648.04	\$ \$	29,158.84	\$ \$		\$	-	18.27%
01-30-315-500195 01-30-320-500105	Labor	\$ \$	(32,875.00) 66,992.00		4,160.00		24.960.00	э \$	(32,875.00) 42,032.00	\$	-	100.00% 62.74%
01-30-320-500110	Overtime	\$		\$	-, 100.00	\$	,	\$	471.50	\$	-	82.86%
01-30-320-500115	Social Security	\$	,	\$	257.94	\$	1,272.42		3,317.58	\$	-	72.28%
01-30-320-500120	Medicare	\$		\$	60.32		370.88		704.12		-	65.50%
01-30-320-500125 01-30-320-500140	Health Insurance Life Insurance	\$ \$	,	\$ \$	1,239.86 6.60	\$ \$	7,439.16 78.39		18,696.84 365.61	\$ \$	-	71.54% 82.34%
01-30-320-500140	EAP Program	\$	72.00		1.55		12.36		59.64		_	82.83%
01-30-320-500145	Workers' Compensation	\$		\$	23.54	\$	144.55			\$	-	85.07%
01-30-320-500150	Unemployment Insurance	\$	,	\$	-	\$	-	\$	2,278.00	\$	-	100.00%
01-30-320-500155	Retirement/CalPERS	\$ \$	,	\$	313.16	\$	2,231.61	\$ \$	9,634.39	\$	-	81.19%
01-30-320-500165 01-30-320-500175	Uniforms & Employee Benefits Training/Education/Mtgs/Travel	\$ \$		\$ \$	-	\$ \$	102.93	-	125.00 9,247.07	\$ \$	2,385.00	100.00% 73.39%
01-30-320-500176	District Professional Developm	\$	19,000.00		-	\$	-	\$	19,000.00	\$	-	100.00%
01-30-320-500177	Gen Safety Training & Supplies	\$	14,385.00	\$	500.00	\$	4,181.05	\$	10,203.95	\$	-	70.93%
01-30-320-500180	Accrued Sick Leave Expense	\$	,	\$	-	\$	403.00		2,663.00	\$	-	86.86%
01-30-320-500185	Accrued Vacation Leave Expense Finance & Admin Services Personnel	\$ <b>\$</b>	3,160.00 <b>2,614,669.00</b>		130,194.63	\$	117.00 <b>863,163.68</b>		3,043.00 <b>1,751,505.32</b>	\$	- 2 20E 00	96.30% <b>66.90%</b>
	Finance & Admin Services Personnel	Þ	2,614,669.00	Ф	130,194.63	Þ	003,103.00	Þ	1,751,505.32	Ф	2,385.00	66.90%
01-30-310-550006	Cashiering Shortages/Overages	\$	50.00	Ф		\$	(0.60)	Ф	50.60	Ф	_	101.20%
01-30-310-550018	Employee Medical/First Aid	\$		\$	-	э \$	(0.00)	\$	300.00	\$	-	101.20%
01-30-310-550042	Office Supplies	\$	13,315.00		891.20	\$	4,582.03	\$	8,732.97		-	65.59%
01-30-310-550046	Office Equipment	\$	5,000.00		-	\$	173.87		4,826.13		-	96.52%
01-30-310-550048	Postage	\$		\$	1,103.83	\$	1,797.78		3,352.22	\$	-	65.09%
01-30-310-550066 01-30-310-550072	Subscriptions Misc Operating Expenses	\$ \$	2,060.00 1,030.00		-	\$ \$	537.60	\$ \$	1,522.40 1,030.00	\$ \$	-	73.90% 100.00%
01-30-310-550072	Bad Debt Expense	\$	3,000.00		_	\$		\$	3,000.00	\$		100.00%
01-30-310-550084	Depreciation	\$	2,681,000.00		235,308.23	\$	1,418,363.63	\$	1,262,636.37	\$	-	47.10%
01-30-315-501511	Phones - 560 Magnolia	\$	28,840.00		1,747.57		12,652.17		16,187.83		-	56.13%
01-30-315-501531	Phones - 851 E. 6th	\$	3,914.00		139.91		638.90		3,275.10		-	83.68%
01-30-315-501561	Phones - 815 E. 12th	\$	3,914.00		319.68		1,921.28		1,992.72		-	50.91%
01-30-315-550044	Printing/Toner & Maint	\$	17,510.00		1,532.73	\$ \$	9,647.71			\$ \$	-	44.90% 76.81%
01-30-320-550042	Office Supplies Finance & Admin Services Materials & Supplies	\$ <b>\$</b>	2,000.00 <b>2,767,083.00</b>		241,043.15		463.75 <b>1,450,778.12</b>		1,536.25 <b>1,316,304.88</b>		-	47.57%
	· · · · · · · · · · · · · · · · · · ·	•	_,, ,	•	,	•	.,,	•	.,,	•		
01-30-310-500190	Temporary Labor	\$	25,000.00			\$		\$		\$	-	100.00%
01-30-310-550001	Bank/Financial Service Fees	\$	20,600.00		745.06		3,745.45 418.60		16,854.55 2,671.40		-	81.82%
01-30-310-550008 01-30-310-550010	Transaction/Return Fees Transaction/Credit Card Fees	\$ \$	3,090.00 45,320.00	ъ \$	66.18 4,937.16			э \$	18,123.32	\$	-	86.45% 39.99%
01-30-310-550014	Credit Check Fees	\$		\$	480.90	\$		\$	8,165.50	\$	-	79.28%
01-30-310-550030	Membership Dues	\$	43,260.00	\$	1,720.00	\$	18,884.00	\$	24,376.00	\$	-	56.35%
01-30-310-550036	Notary & Lien Fees	\$	2,060.00		22.50		362.50		1,697.50	\$	-	82.40%
01-30-310-550050 01-30-310-550051	Utility Billing Service Advertising/Legal Notices	\$ \$	70,040.00 4,120.00	\$	6,473.50	\$ \$	35,535.33	\$ \$	34,504.67 4,120.00	\$ \$	-	49.26% 100.00%
01-30-310-550051	Property, Auto& Gen Liab Insur	\$	82,400.00		7,411.09		44,466.54		37,933.46			46.04%
01-30-310-580001	Accounting & Audit	\$	36,050.00	\$	2,160.00	\$	25,660.00		10,390.00	\$	-	28.82%
01-30-310-580011	General Legal	\$	154,500.00		6,860.65		30,193.28		124,306.72		-	80.46%
01-30-310-580036	Other Professional Services	\$	78,000.00		4,000.00		25,109.08		52,890.92		-	67.81%
01-30-315-550030 01-30-315-580016	Membership Dues Computer Hardware	\$ \$	2,060.00 20,600.00		- 253.05	\$ \$	3,422.19	\$ \$	2,060.00 17,177.81		-	100.00% 83.39%
	·											
01-30-315-580021	IT/Software Support	\$	5,150.00		-	\$	-	\$	5,150.00		-	100.00%
01-30-315-580026	License/Maintenance/Support	\$	150,000.00		9,061.93	\$	68,575.32	\$	81,424.68	\$	-	54.28%
01-30-320-550025	Employee Retention	\$	2,500.00	\$	-	\$	145.20	\$	2,354.80	\$	-	94.19%
01-30-320-550030	Membership Dues	\$	1,470.00	\$	-	\$	-	\$	1,470.00	\$	-	100.00%
01-30-320-550051	Advertising/Legal Notices	\$	1,000.00	\$	-	\$	214.39	\$	785.61	\$	-	78.56%
01-30-320-580036	Other Professional Services	\$	37,000.00	\$	2,250.00	\$	11,625.00	\$	25,375.00	\$	_	68.58%
0.000000	Finance & Admin Services Services	\$	794,520.00		46,442.02		297,688.06		496,831.94		_	62.53%
	Finance & Admin Services Services	Ą	794,520.00	φ	46,442.02	Ą	297,000.00	Ą	490,031.94	Ψ	-	62.55 /6
Expense Total	FINANCE & ADMIN SERVICES	\$	6,176,272.00	\$	417,679.80	\$	2,611,629.86	\$	3,564,642.14	\$	2,385.00	57.68%
40	OPERATIONS											
40 410	OPERATIONS Source of Supply Personnel											
01-40-410-500105	Labor	\$	359,300.00	\$	19,511.10	\$	112,520.94	\$	246,779.06	\$	-	68.68%
01-40-410-500110	Overtime	\$	19,656.00	\$	-	\$	3,713.12		15,942.88	\$	-	81.11%
01-40-410-500111	Double Time	\$	1,713.00		-	\$	-	\$	1,713.00		-	100.00%
01-40-410-500113	Standby/On-Call	\$ \$	9,800.00		700.00		4,200.00 8 092 18		5,600.00 19,394.82		-	57.14% 70.56%
01-40-410-500115 01-40-410-500120	Social Security Medicare	\$	27,487.00 6,434.00		1,311.98 306.82		8,092.18 1,932.18		4,501.82		-	70.56% 69.97%
01-40-410-500125	Health Insurance	\$	130,680.00		7,564.16		45,238.36		85,441.64		-	65.38%
01-40-410-500140	Life Insurance	\$	2,412.00	\$	31.63	\$	377.72	\$	2,034.28	\$	-	84.34%
01-40-410-500143	EAP Program	\$	360.00		6.19		49.77		310.23		-	86.18%
01-40-410-500145 01-40-410-500150	Workers' Compensation Unemployment Insurance	\$ \$	26,047.00 53,173.00		619.53	\$ \$	3,884.48 1,272.00		22,162.52 51,901.00		-	85.09% 97.61%
33 -10 000 100	zpiojinoni modiano	Ψ	55,175.00	Ψ	=	¥	1,212.00	Ψ	31,001.00	Ψ	-	37.3170

Account Number	Description		Budget		Period Amt		End Bal		Variance	ı	Encumbered	% Avail/ Uncollect
01-40-410-500155	Retirement/CalPERS	\$ \$	89,944.00		4,693.43	\$ \$	28,662.14 490.51		61,281.86	\$ \$	-	68.13%
01-40-410-500165	Uniforms & Employee Benefits		2,786.00		-				2,295.49		-	82.39%
01-40-410-500175 01-40-410-500180	Training/Education/Mtgs/Travel Accrued Sick Leave Expense	\$ \$	6,000.00 17,418.00	\$ \$	304.80	\$ \$	2,075.00 3,459.92	\$	3,925.00 13,958.08	\$	-	65.42% 80.14%
01-40-410-500185	Accrued Vacation Leave Expense	\$	23,785.00	\$	415.10	\$	6,394.17	\$	17,390.83	\$	-	73.12%
01-40-410-500187	Accrual Leave Payments	\$	9,626.00		-	\$	-	\$	9,626.00	\$	-	100.00%
01-40-410-500195 01-40-410-550024	CIP Related Labor Employment Testing	\$ \$	(25,800.00) 206.00		-	\$ \$	75.00	\$ \$	(25,800.00) 131.00	\$ \$	-	100.00% 63.59%
440	Transmission & Distribution Personnel	Ψ	200.00	Ψ	-	Ψ	75.00	Ψ	131.00	Ψ	-	03.3970
01-40-440-500105	Labor	\$	910,902.00		44,517.74		270,204.92		640,697.08		-	70.34%
01-40-440-500110 01-40-440-500111	Overtime Double Time	\$ \$		\$ \$		\$ \$	14,507.96 667.62	\$	26,301.04 7,584.38	\$ \$	-	64.45% 91.91%
01-40-440-500111	Standby/On-Call	\$		\$			7,625.00		17,075.00	\$	-	69.13%
01-40-440-500115	Social Security	\$		\$	3,208.78	\$	21,465.51	\$	50,141.49	\$	-	70.02%
01-40-440-500120	Medicare	\$	16,764.00	\$	752.75	\$	5,060.16	\$	11,703.84	\$	-	69.82%
01-40-440-500125 01-40-440-500140	Health Insurance Life Insurance	\$ \$	333,780.00 6,240.00	\$ \$	15,564.65 76.82	\$ \$	106,167.13 1,038.87		227,612.87 5,201.13	\$ \$	-	68.19% 83.35%
01-40-440-500143	EAP Program	\$	918.00	\$	16.14	\$	144.30		773.70	\$	-	84.28%
01-40-440-500145	Workers' Compensation	\$	,	\$	1,155.10	\$		\$	43,288.26	\$	-	84.74%
01-40-440-500155 01-40-440-500165	Retirement/CalPERS	\$ \$	203,424.00	\$	11,307.29	\$ \$	72,098.65 2,637.92	\$	131,325.35	\$ \$	-	64.56% 55.24%
01-40-440-500175	Uniforms & Employee Benefits Training/Education/Mtgs/Travel	\$ \$		\$ \$	-	\$	60.00		3,255.08 3,030.00	\$	-	98.06%
01-40-440-500180	Accrued Sick Leave Expense	\$	49,544.00	\$	2,249.12	\$	20,957.91	\$	28,586.09	\$	-	57.70%
01-40-440-500185	Accrued Vacation Leave Expense	\$		\$	1,579.58	\$	18,277.31	\$	47,975.69	\$	-	72.41%
01-40-440-500187 01-40-440-500195	Accrual Leave Payments CIP Related Labor	\$ \$	46,097.00 (61,920.00)	\$	-	\$ \$	4,946.09 (19,335.61)	\$	41,150.91 (42,584.39)	\$	-	89.27% 68.77%
01-40-440-550024	Employment Testing	\$	412.00		-	\$	(19,335.01)	\$	412.00	\$	-	100.00%
450	Inspections Personnel											
01-40-450-500105	Labor	\$	41,427.00			\$	4,097.01	\$	37,329.99	\$	-	90.11%
01-40-450-500110 01-40-450-500111	Overtime Double Time	\$ \$	7,204.00 394.00	\$ \$	754.72	\$ \$	833.26	\$ \$	6,370.74 394.00	\$ \$	-	88.43% 100.00%
01-40-450-500111	Social Security	\$	3,041.00	\$	220.29	\$	306.97	\$	2,734.03	\$	-	89.91%
01-40-450-500120	Medicare	\$	712.00	\$	51.49	\$	71.75	\$	640.25	\$	-	89.92%
01-40-450-500125	Health Insurance	\$		\$	1,867.29	\$	2,293.29	\$	10,258.71	\$	-	81.73%
01-40-450-500140 01-40-450-500143	Life Insurance EAP Program	\$ \$	276.00 34.00	\$ \$	8.56 1.51	\$ \$	11.00 1.86	\$ \$	265.00 32.14	\$ \$	-	96.01% 94.53%
01-40-450-500145	Workers' Compensation	\$		\$	86.28	\$	111.35	\$	2,812.65	\$	-	96.19%
01-40-450-500155	Retirement/CalPERS	\$	12,292.00	\$	547.12	\$	1,516.08	\$	10,775.92	\$	-	87.67%
<b>460</b>	Customer Svc & Meter Reading Personnel	\$	172 275 00	œ	10 206 21	¢	72 552 44	\$	100 922 56	æ		EQ 1E0/
01-40-460-500105 01-40-460-500110	Labor Overtime	э \$	173,375.00 13,807.00		10,296.31 471.24			\$	100,822.56 9,981.06	\$ \$	-	58.15% 72.29%
01-40-460-500111	Double Time	\$		\$	-	\$	-	\$	2,152.00	\$	-	100.00%
01-40-460-500115	Social Security	\$	14,222.00	\$	764.13	\$	5,193.57	\$	9,028.43	\$	-	63.48%
01-40-460-500120 01-40-460-500125	Medicare Health Insurance	\$ \$	3,330.00 78,408.00	\$ \$	178.72 5,454.92	\$ \$	1,234.30 32,040.82	\$ \$	2,095.70 46,367.18	\$ \$	-	62.93% 59.14%
01-40-460-500140	Life Insurance	\$	1,140.00	\$	21.77		233.52		906.48	\$	-	79.52%
01-40-460-500143	EAP Program	\$	216.00	\$	5.47			\$	176.52	\$	-	81.72%
01-40-460-500145	Workers' Compensation	\$ \$	12,236.00	\$	361.25	\$	2,481.87		9,754.13	\$	-	79.72%
01-40-460-500155 01-40-460-500165	Retirement/CalPERS Uniforms & Employee Benefits	\$ \$	47,651.00 1,600.00	\$ \$	2,871.18	\$ \$	19,037.81 529.38	\$ \$	28,613.19 1,070.62	\$ \$	-	60.05% 66.91%
01-40-460-500175	Training/Education/Mtgs/Travel	\$	412.00	\$	-	\$	39.95		372.05	\$	-	90.30%
01-40-460-500180	Accrued Sick Leave Expense	\$	7,934.00	\$	765.44	\$		\$	5,244.98	\$	-	66.11%
01-40-460-500185 01-40-460-500187	Accrued Vacation Leave Expense Accrual Leave Payments	\$ \$	14,722.00 17.029.00	\$ \$	785.40	\$ \$	3,913.26	\$ \$	10,808.74 17.029.00	\$ \$	-	73.42% 100.00%
01-40-460-500195	CIP Related Labor	\$	(10,320.00)		(509.41)		(2,783.53)		(7,536.47)		-	73.03%
01-40-460-550024	Employment Testing	\$	206.00		-	\$	-	\$	206.00		_	100.00%
470	Maintenance & General Plant Personnel	Ψ	200.00	Ψ		Ψ		Ψ	200.00	Ψ		100.0070
01-40-470-500105	Labor	\$	43,917.00	\$	1,842.30	\$	14,581.29	\$	29,335.71	\$	-	66.80%
01-40-470-500110	Overtime	\$	3,616.00	\$	-	\$	-	\$	3,616.00	\$	-	100.00%
01-40-470-500111	Double Time	\$	482.00	\$	-	\$	-	\$	482.00	\$	-	100.00%
01-40-470-500115	Social Security	\$	2,981.00	\$	114.23	\$	904.93	\$	2,076.07	\$	-	69.64%
01-40-470-500120	Medicare	\$	700.00	\$	26.71	\$	211.64	\$	488.36	\$	-	69.77%
01-40-470-500125	Health Insurance	\$	19,620.00	\$	58.13	\$	3,866.46	\$	15,753.54	\$	_	80.29%
01-40-470-500140	Life Insurance	\$	312.00		0.42		41.54		270.46		_	86.69%
01-40-470-500143	EAP Program	\$	53.00		0.14		7.19		45.81		-	86.43%
01-40-470-500145	Workers' Compensation	\$	3,102.00		53.04		425.84		2,676.16		-	86.27%
01-40-470-500155	Retirement/CalPERS	\$ <b>\$</b>	10,963.00 <b>3,083,600.00</b>		424.30 <b>149,778.84</b>		3,061.37 <b>930,129.63</b>		7,901.63 <b>2,153,470.37</b>		-	72.08% <b>69.84%</b>
	Operations Personnel	Ą	3,063,600.00	Ą	145,776.04	φ	930,129.03	Þ	2,153,470.37	Ψ	-	05.04 /0
410	Source of Supply Materials & Supplies											
01-40-410-501101 01-40-410-501201	Electricity - Wells Gas - Wells	\$ \$	1,591,355.00 225.00		191,436.51 14.30		700,826.41 89.25		890,528.59 135.75		-	55.96% 60.33%
01-40-410-510011	Treatment & Chemicals	\$	90,000.00		2,882.63		25,858.91		64,141.09		-	71.27%
01-40-410-510021	Lab Testing	\$	90,000.00	\$	5,919.00	\$	28,929.00	\$	61,071.00	\$	-	67.86%
01-40-410-510031	Small Tools, Parts & Maint	\$	7,200.00		221.40	\$	1,253.40		5,946.60		-	82.59%
01-40-410-520021 01-40-410-520031	Maint & Rpr-Telemetry Equip Maint & Rpr-General Equipment	\$ \$	10,300.00	\$ \$	893.28	\$ \$	1,047.30	\$ \$	9,252.70	\$ \$	-	89.83% 0.00%
01-40-410-520061	Maint & Rpr-General Equipment  Maint & Rpr-Pumping Equipment	\$	128,750.00		5,398.99		77,326.38		51,423.62		567.27	39.50%
01-40-410-550066	Subscriptions	\$	3,000.00	\$	-	\$	1,070.00	\$	1,930.00	\$	-	64.33%
<b>440</b> 01-40-440-510031	Transmission & Distribution Materials & Supplies Small Tools, Parts & Maint	\$	16,500.00	¢	305.30	¢	2,940.90	¢	13,559.10	¢	_	82.18%
01-40-440-520071	Maint & Rpr-Pipelines&Hydrants	\$ \$	80,000.00		1,043.34		32,453.92		47,546.08		12,465.00	43.85%
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Account Number	Description		Budget		Period Amt		End Bal		Variance	E	Encumbered	% Avail/ Uncollect
01-40-440-520081	Maint & Rpr-Pressure Regulatrs	\$	7,725.00	\$	-	\$	3,419.06	\$	4,305.94	\$	-	55.74%
01-40-440-540001	Backflow Program	\$	7,725.00	\$	809.03	\$	991.13	\$	6,733.87	\$	-	87.17%
01-40-440-540024	Inventory Adjustments	\$	3,090.00	\$	-	\$	-	\$	3,090.00	\$	-	100.00%
01-40-440-540036	Line Locates	\$	3,605.00	\$	-	\$	1,110.95	\$	2,494.05	\$	-	69.18%
01-40-440-540042	Meters Maintenance & Services	\$	154,500.00	\$	18,148.60	\$	96,483.22	\$	58,016.78	\$	12,465.00	29.48%
01-40-440-540078	Reservoirs Maintenance	\$	54,500.00	\$	20,927.06	\$	20,927.06	\$	33,572.94	\$	-	61.60%
470	Maintenance & General Plant Materials & Supplies											
01-40-470-501111	Electricity - 560 Magnolia	\$	28,016.00		2,056.66		8,750.27		19,265.73		-	68.77%
01-40-470-501121	Electricity - 12303 Oak Glen	\$ \$	2,575.00		273.15		1,711.36		863.64	\$	-	33.54%
01-40-470-501131 01-40-470-501141	Electricity - 13695 Oak Glen Electricity - 13697 Oak Glen	\$ \$	1,904.00 2,903.00		190.37 200.63		675.46 943.55		1,228.54 1,959.45		-	64.52% 67.50%
01-40-470-501151	Elec - 9781 Avenida Miravilla	\$	1,890.00		189.99		600.27		1,289.73		-	68.24%
01-40-470-501161	Electricity - 815 E. 12th	\$	6,180.00		508.24		2,332.40		3,847.60	\$	-	62.26%
01-40-470-501171	Electricity - 851 E. 6th	\$	4,200.00	\$	184.91	\$	945.20	\$	3,254.80	\$	-	77.50%
01-40-470-501321	Propane - 12303 Oak Glen	\$	118.00		-	\$	-	\$	118.00		-	100.00%
01-40-470-501331	Propane - 13695 Oak Glen	\$	2,000.00		-	\$	458.48		1,541.52		-	77.08%
01-40-470-501341 01-40-470-501351	Propane - 13697 Oak Glen Propane-9781 Avenida Miravilla	\$ \$	2,000.00 1,600.00		120.76 (120.76)	\$	913.89 699.69		1,086.11 900.31		-	54.31% 56.27%
01-40-470-501411	Sanitation - 560 Magnolia Sanitation - 815 E. 12th	\$ \$	2,987.00 4,172.00		416.66 875.18		1,640.15 2,869.48		1,346.85 1,302.52		-	45.09% 31.22%
01-40-470-501461 01-40-470-501471	Sanitation - 11083 Cherry Ave	\$	3,296.00		271.47		1,628.82		1,667.18	\$	-	50.58%
01-40-470-501611	Maint & Repair- 560 Magnolia	\$	25,000.00		1,862.26	\$	12,532.30		12,467.70	\$	_	49.87%
01-40-470-501621	Maint & Repair- 12303 Oak Glen	\$	1,236.00		-	\$	117.42		1,118.58	\$	-	90.50%
01-40-470-501631	Maint & Repair- 13695 Oak Glen	\$	1,200.00	\$	_	\$	517.00	\$	683.00	\$	-	56.92%
01-40-470-501641	Maint & Repair- 13697 Oak Glen	\$	1,200.00		-	\$	-	\$	1,200.00		-	100.00%
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	\$	1,545.00	\$	-	\$	52.80		1,492.20	\$	-	96.58%
01-40-470-501661	Maint & Repair- 815 E. 12th	\$	5,150.00		226.00	\$	2,915.82			\$	-	43.38%
01-40-470-501671	Maint & Repair- 851 E. 6th	\$	1,500.00		160.00		1,146.47		353.53		-	23.57%
01-40-470-501691 01-40-470-510001	Maint & Rpr- Buildgs (General) Auto/Fuel	\$ \$	20,000.00 82,000.00		194.16 8,102.79	\$ \$	6,873.65 37,723.19		13,126.35 44,276.81		-	65.63% 54.00%
01-40-470-520011	Maint & Rpr-Safety Equipment	\$	17,510.00		23.36		5,584.10		11,925.90	\$	-	68.11%
01-40-470-520031	Maint & Rpr-General Equipment	\$	47,380.00		10,762.33		31,503.50		15,876.50		619.40	32.20%
01-40-470-520041	Maint & Rpr-Fleet	\$	51,500.00	\$	3,129.83	\$	15,382.76	\$	36,117.24	\$	-	70.13%
01-40-470-520091	Maint & Rpr-Communicatn Equip	\$	5,665.00		-	\$	-	\$	5,665.00		-	100.00%
	Operations Materials & Supplies	\$	2,573,202.00	\$	277,627.43	\$	1,133,244.92	\$	1,439,957.08	\$	26,116.67	54.94%
410	Source of Supply Services											
01-40-410-500501	State Project Water Purchases	\$	3,752,050.00	\$	231,021.00	\$	1,698,942.00	\$	2,053,108.00	\$	-	54.72%
01-40-410-540084	State Mandates & Tariffs	\$	72,100.00	\$	4,237.63	\$	40,156.49	\$	31,943.51	\$	_	44.30%
440	Transmission & Distribution Services											
01-40-440-550051	Advertising/Legal Notices	\$	4,000.00	\$	-	\$	1,670.00	\$	2,330.00	\$	-	58.25%
470	Maintenance & General Plant Services		00 000 00	•	4 004 40	•	10 101 05	•	05.545.05	•		70.000/
01-40-470-540030 01-40-470-540072	Landscape Maintenance	\$ \$	82,000.00 178,440.00		4,801.19 1,020.00		16,484.95 71,580.55		65,515.05 106,859.45		5,902.05	79.90% 56.58%
01-40-470-340072	Rechrg Facs, Cnyns&Ponds Maint Operations Services	\$ \$	4,088,590.00		241,079.82		1,828,833.99		2,259,756.01		5,902.05	55.13%
		•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•		•	.,,	•	_,,	•	-,	
Expense Total	OPERATIONS	\$	9,745,392.00	\$	668,486.09	\$	3,892,208.54	\$	5,853,183.46	\$	32,018.72	59.73%
50	GENERAL											
01-50-510-502001	Rents/Leases	\$	24,580.00	\$	2,025.00	\$	12,150.00	\$	12,430.00	\$	_	50.57%
01-50-510-510031	Small Tools, Parts & Maint	\$	515.00		-,	\$	-	\$	515.00	\$	_	100.00%
01-50-510-540066	Property Damages & Theft	\$	15,450.00	\$	-	\$	792.83	\$	14,657.17	\$	-	94.87%
01-50-510-550040	General Supplies	\$	11,330.00		346.13	\$	6,117.03		5,212.97		-	46.01%
01-50-510-550060	Public Ed./Community Outreach	\$	137,000.00		18,592.97		108,186.89		28,813.11		-	21.03%
01-50-510-550072 01-50-510-550074	Misc Operating Expenses Disaster Preparedness Ongoing Expenses	\$ \$	1,030.00 15,000.00		3,007.54	\$	16,582.57	\$	1,030.00 (1,582.57)		-	100.00% -10.55%
01-00-010-000074											2	
	General Materials & Supplies	\$	204,905.00	φ	23,971.64	φ	143,829.32	φ	61,075.68	φ	-	29.81%
01-50-510-550096	Beaumont Basin Watermaster	\$	43,260.00	\$	-	\$	23,498.00	\$	19,762.00	\$	-	45.68%
01-50-510-550097	SAWPA Basin Monitoring Program	\$	19,000.00		1,399.67		8,398.00		10,602.00		-	55.80%
	General Services	\$	62,260.00	\$	1,399.67	\$	31,896.00	\$	30,364.00	\$	-	48.77%
Expense Total	GENERAL	\$	267,165.00	\$	25,371.31	\$	175,725.32	\$	91,439.68	\$	_	34.23%
				•	,	~	,	*	2.,.00.00	~		
Expense Total	ALL EXPENSES	\$	16,984,696.00	\$	1,149,443.57	\$	6,854,901.43	\$	10,129,794.57	\$	34,403.72	59.44%



### Beaumont-Cherry Valley Water District Cash Balance & Investment Report As of June 30, 2020

**Account Name** 

Wells Fargo

Account Ending #

4152

Cash Balance Per Account

Balance

**Prior Month Balance** 

General

**Total Cash** 

\$806,259.68 \$806,259.68 \$656,985.98 656,985.98

**Investment Summary** 

			Actual % o	f				2020 Interest
Account Name	<b>Market Value</b>	<b>Prior Month Balance</b>	Total	Policy % Limit	Maturity	Par Amount	Rate	to Date
Ca. State Treasurer's Office: Local Agency Investment Fund	\$24,842,555.88	\$24,842,555.88	40%	No Limit	Liquid	N/A	1.08	\$262,965.18 (1)
CalTRUST Short Term Fund	\$36,781,169.95	\$36,712,373.79	60%	No Limit	Liquid	N/A	0.98	\$270,469,96
Total Investments	\$61,623,725.83	\$61,554,929.67						\$533,435.14

Total Cash & Investments \$ 62,429,985.51 \$ 62,211,915.65

The investments above are in accordance with the District's investment policy.

BCVWD will be able to meet its cash flow obligations for the next 6 months.

7/22/2020

(1) 4th Quarter 2019 Interest received in 2020

### Accounts Payable

### Checks by Date - Detail by Check Date

User:

wclayton

Printed:

7/23/2020 5:11 PM

### Beaumont-Cherry Valley Water District

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



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10138 HW201 Jun 30 20	ARCO Business Solutions ARCO Fuel Charges 06/23-06/29/2020	07/01/2020		669.18
Total for this ACH	Check for Vendor 10138:			0.00	669.18
10374	UB*03825	Michael Allen Refund Check	07/01/2020		1.75
Total for Check No	umber 10374:			0.00	1.75
10375	UB*03820	Lori Arebalo Refund Check	07/01/2020		1.75
Total for Check No	umber 10375:			0.00	1.75
10376	UB*03780	Reuben Duran Ashley Warren Refund Check	07/01/2020		1.75
Total for Check No	umber 10376:			0.00	1.75
10377	UB*03865	Joe & Betty Avakian Refund Check	07/01/2020		0.10
Total for Check No	umber 10377:			0.00	0.10
10378	UB*03859	Lynn Baldi Refund Check Refund Check Refund Check Refund Check	07/01/2020		12.29 7.24 4.54 48.96
Total for Check No	umber 10378:			0.00	73.03
10379	UB*03814	Richelle & Joseph Bates Refund Check	07/01/2020		1.75
Total for Check No	umber 10379:			0.00	1.75
10380	UB*03838	Charles Boles Refund Check	07/01/2020		1.75
Total for Check Nu	umber 10380:			0.00	1.75
10381	UB*03831	Adam Brock Refund Check	07/01/2020		1.75
Total for Check No	umber 10381:			0.00	1.75
10382	UB*03849	Ernest Buanrinen Refund Check	07/01/2020		239.96
Total for Check Nu	umber 10382:			0.00	239.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10383	UB*03862	Lori Bushnell Refund Check	07/01/2020		23.26
Total for Check Nu	ımber 10383:			0.00	23.26
10384	UB*03828	Li Wei Cai Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10384:			0.00	1.75
10385	UB*03863	Alan Chuang Refund Check	07/01/2020		91.13
Total for Check Nu	umber 10385:			0.00	91.13
10386	UB*03815	Luis Cornejo Refund Check	07/01/2020		1.75
Total for Check Nu	nmber 10386:			0.00	1.75
10387	UB*03860	Shawna Cosby Refund Check	07/01/2020		2.08
Total for Check Nu	nmber 10387:			0.00	2.08
10388	UB*03800	Debra Dancel Refund Check	07/01/2020		1.75
Total for Check Nu	nmber 10388:			0.00	1.75
10389	UB*03857	Denise De Alba Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10389:			0.00	1.75
10390	UB*03837	Jeremy Denis Refund Check	07/01/2020		1.75
Total for Check Nu	nmber 10390:			0.00	1.75
10391	UB*03853	Meghann Evans Refund Check	07/01/2020		149.36
Total for Check Nu	nmber 10391:			0.00	149.36
10392	UB*03834	Antonio Garcia-Nieto Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10392:			0.00	1.75
10393	UB*03845	Maureen Gibson Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10393:			0.00	1.75
10394	UB*03866	Karren Guilliam Refund Check	07/01/2020		9.14
Total for Check Nu	umber 10394:			0.00	9.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10395	UB*03829	Rosa Hernandez Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10395:			0.00	1.75
10396	UB*03864	James Homan Refund Check	07/01/2020		47.76
Total for Check Nu	umber 10396:			0.00	47.76
10397	UB*03846	Coty Hoover Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10397:			0.00	1.75
10398	UB*03826	Joffrienel Javier Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10398:			0.00	1.75
10399	UB*03852	K Hovnanian Homes Refund Check	07/01/2020		630.46
Total for Check Nu	ımber 10399:			0.00	630.46
10400	UB*03816	William Kolodzik Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10400:			0.00	1.75
10401	UB*03841	Paul Lane Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10401:			0.00	1.75
10402	UB*03819	Douglas Marroquin Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10402:			0.00	1.75
10403	UB*03833	Christopher & Julie Matuszak Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10403:			0.00	1.75
10404	UB*03844	Teri Mccarrell Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10404:			0.00	1.75
10405	UB*03818	William Morrisey Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10405:			0.00	1.75
10406	UB*03851	Bryant Orellana Refund Check	07/01/2020		260.72
Total for Check Nu	umber 10406:			0.00	260.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10407	UB*03824	Fidel Peraza Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10407:			0.00	1.75
10408	UB*03854	Steven Ramirez	07/01/2020		
10.00	02 0000.	Refund Check Refund Check	0110112020		1.75 31.64
Total for Check Nu	ımber 10408:			0.00	33.39
10409	UB*03813	Lance Riley Refund Check Refund Check Refund Check Refund Check	07/01/2020		1.32 60.30 1.44 0.64
Total for Check Nu	ımber 10409:			0.00	63.70
10410	UB*03817	Daniel Roberts Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10410:			0.00	1.75
10411	UB*03832	Glen Robertson Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10411:			0.00	1.75
10412	UB*03848	Raulene Santos Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	07/01/2020		35.60 27.48 1.75 60.71 15.82 6.33
Total for Check Nu	ımber 10412:			0.00	147.69
10413	UB*03867	Clive Scott Refund Check Refund Check Refund Check Refund Check	07/01/2020		21.78 0.61 0.98 1.64
Total for Check Nu	ımber 10413:			0.00	25.01
10414	UB*03823	Kathryn Shaw Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10414:			0.00	1.75
10415	UB*03821	Deborah Shelby Refund Check	07/01/2020		1.75
Total for Check Nu	ımber 10415:			0.00	1.75
10416	UB*03840	Stacy Singh Refund Check	07/01/2020		1.75
Total for Check Nu	nmber 10416:			0.00	1.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10417	UB*03839	Andrea Soderlind Refund Check	07/01/2020		1.75
Total for Check N	umber 10417:			0.00	1.75
10418	UB*03822	Yachen Su Refund Check	07/01/2020		1.75
Total for Check N	umber 10418:			0.00	1.75
10419	UB*03830	Tomohisa & Elsa Takaoka Refund Check	07/01/2020		1.75
Total for Check N	umber 10419:			0.00	1.75
10420	UB*03835	Michael & Lana Tocchini Refund Check Refund Check Refund Check Refund Check	07/01/2020		0.24 0.33 0.48 0.70
Total for Check N	umber 10420:			0.00	1.75
10421	UB*03856	Arnulfo Torres Refund Check	07/01/2020		154.54
Total for Check N	umber 10421:			0.00	154.54
10422	UB*03850	Annette Van Dyke Refund Check	07/01/2020		36.81
Total for Check N	umber 10422:			0.00	36.81
10423	UB*03842	Guillermo Villegas Refund Check	07/01/2020		1.75
Total for Check N	umber 10423:			0.00	1.75
10424	UB*03843	Linda Watanabe Refund Check	07/01/2020		1.75
Total for Check N	umber 10424:			0.00	1.75
10425	UB*03836	Lisa R Westbrook Refund Check	07/01/2020		1.75
Total for Check N	umber 10425:			0.00	1.75
10426	UB*03847	John Wilson Refund Check Refund Check Refund Check Refund Check	07/01/2020		0.23 0.32 0.52 0.68
Total for Check N	umber 10426:			0.00	1.75
10427	UB*03861	Maria Wong Refund Check Refund Check Refund Check Refund Check Refund Check	07/01/2020		1.75 3.90 45.13 7.13 9.66
Total for Check N	umber 10427:			0.00	67.57

				***	GI I
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10428	UB*03858	A Yang Refund Check	07/01/2020		15.77
		Refund Check			3.58
		Refund Check			3.91
		Refund Check			1.74
Total for Check Nu	mber 10428:			0.00	25.00
10429	UB*03855	Esdraz Martinez & Yeseina Arriaza	07/01/2020		
		Refund Check			9.46
		Refund Check			26.29
		Refund Check			1.75
		Refund Check			10.32
		Refund Check			4.59
Total for Check Nu	mber 10429:			0.00	52.41
10430	UB*03827	Enrique Zavala	07/01/2020		
		Refund Check			1.75
Total for Check Nu	mber 10430:			0.00	1.75
T + 1 C 7/1/2024	0			0.00	2 9 6 7 0 5
Total for 7/1/2020	U:			0.00	2,867.05
ACH	10288	CalPERS Health Fiscal Services Division	07/08/2020		
	06152020	Admin Fee for Health Ins July 2020			143.29
	06152020	Active Employees Health Ins July 2020			53,071.59
	06152020	Admin Fee for Retired Emp Health Ins July 2020			14.60
	06152020	Retired Employees Health Ins July 2020			2,370.00
Total for this ACH	Check for Vendor 10288:			0.00	55,599.48
10431	10001	Action True Value Hardware	07/08/2020		
	48295	Hose Clamp - Well 19			1.93
	48295	(3) 1" Valves - NCRF Irrigation			290.89
	48295 48295	Riser/Threaded Elbows - NCRF Irrigation			12.60 12.01
	48295	Couplings - NCRF Irrigation (2) 1/8" Ferrule/Stops/Rope Clips - Lower Edgar Reservoir			6.00
	48295	(5) Locks - Stock			80.76
	48295	Nails - Repair Roofing Well 24			2.04
	48295	Purple Primer - Districtwide Repairs			15.07
	48295	Blade Pins for Dozer			1.66
Total for Check Nu	mber 10431:			0.00	422.96
10432	10319	ACWA Joint Powers Insurance Authority	07/08/2020		
	07012020	4th Quarter Workers Comp			9,065.36
	07012020	4th Quarter Workers Comp Adjustment			0.24
Total for Check Nu	mber 10432:			0.00	9,065.60
10433	10003	All Purpose Rental	07/08/2020		
	41638	Extension Ladder Rental - Well 24 Painting			24.20
	41836	Trenching Shovel Rental			25.27
Total for Check Nu	mber 10433:			0.00	49.47
10434	10901	Ameritas Life Insurance Corp.	07/08/2020		
	00001 July	Ameritas Dental July 2020			1,696.72
	00002 July	Ameritas Vision July 2020			391.32
Total for Check Nu	mber 10434:			0.00	2,088.04

Check No	Vendor No	Vendor Name	Check Date	Void	Check
10425	Invoice No	Description	Reference	Checks	Amount
10435	10893	Anthem Blue Cross EAP	07/08/2020		(2.00
	78976	EAP July 2020			62.00
Total for Check l	Number 10435:			0.00	62.00
10436	10272	Babcock Laboratories Inc.	07/08/2020		
	CF00183	(15) Coliform Lab Samples			630.00
	CF00185	(4) Coliform Lab Samples			168.00
	CF00702	(15) Coliform Lab Samples			630.00
	CF00705	(1) Coliform Lab Sample			42.00
	CF00709	(1) Nitrate Sample			16.00
	CF00710	(1) Coliform Wells			16.00
	CF01288	(6) Coliforms Wells			252.00
	CF01290	(10) Coliform Lab Samples			420.00
	CF01377	(5) Coliform Lab Samples			210.00
	CF01866	(15) Coliform Lab Samples			630.00
	CF01870	(4) Coliforms Wells			168.00
	CF02426	(5) Coliform Lab Samples			210.00
	CF02427 CF02437	<ul><li>(15) Coliform Lab Samples</li><li>(6) Haloacetic Acids/(5) Trihalomethanes</li></ul>			630.00 1,151.00
	CF02437 CF02634	· · · · · · · · · · · · · · · · · · ·			1,131.00
	CF02634 CF02637	(1) Nitrate Sample (1) Nitrate Sample - Vineland Reservoir			16.00
	CF02716	(1) Coliform Lab Sample - Well 18			42.00
	CF02719	(15) Coliform Lab Samples			630.00
	CF02728	(1) Coliform Lab Sample - Well 24			42.00
	0102720	(x) comount zue sampte (x en z )			.2.00
Total for Check 1	Number 10436:			0.00	5,919.00
10437	10855	Badger Meter, Inc.	07/08/2020		
	1373525	(158) 5/8 " Meters - Inventory			24,855.77
T 16 G 13	1 10427			0.00	24.055.77
Total for Check 1				0.00	24,855.77
10438	10308	Byrd Industrial Electronics	07/08/2020		002.20
	0607-20	Repair Bad Relay - Well 25			893.28
Total for Check l	Number 10438:			0.00	893.28
10439	10774	Jesus Camacho	07/08/2020		
10437	161837	(20) Truck Washes June 2020	07/06/2020		210.00
	161839	(18) Truck Washes July 2020			190.00
Total for Check l	Number 10439:			0.00	400.00
10440	10822	Canon Financial Services, Inc.	07/08/2020		
	21576204	BW Meter Usage 05/01-05/31/2020 - 560 Magnolia			14.08
	21576204	Contract Charge 06/01-06/30/2020 - 560 Magnolia			329.33
	21576204	Color Meter Usage 05/01-05/31/2020 - 560 Magnolia			224.25
	21576205	Color Meter Usage 05/01-05/31/2020 - 12th & Palm			58.77
	21576205	Contract Charges 06/01-06/30/2020 - 12th & Palm			235.78
	21576205	BW Meter Usage 05/01-05/31/2020 - 12th & Palm			8.62
Total for Check 1	Number 10440:			0.00	870.83
10441	10614	Charmy Vallay Automativa	07/08/2020		
1 U <del>111</del> 1	0029780	Cherry Valley Automotive Labor - (2) Tires - Utility Trailer	07/00/2020		40.94
	0029780	(2) Tires - Utility Trailer			217.24
	29621	Oil/Air Filter/Brake Rotor/Brake Pads - Unit 3/OD 66,169			267.68
	29621	Labor - Oil/Air Filter/Brake Rotor/Brake Pads - Unit 3/OD 66,169			160.00
					- 30.00
Total for Check l	Number 10441:			0.00	685.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10442	10112 799553 799553	Cla-Val Routine Maintenance On 8" & 12" Control Valves - Well 25 Routine Maintenance On 8" & 12" Control Valves - Well 25	07/08/2020		1,990.60 2,486.47
Total for Check Nu	mber 10442:			0.00	4,477.07
10443	10902 5374368-0611452	Colonial Life Col Life Premiums June 2020	07/08/2020		2,834.40
Total for Check Nu	mber 10443:			0.00	2,834.40
10444	10313 AC0000001796 AC0000001796	County of Riverside - Auditor Controller LAFCO 2020/2021 Admin Fee LAFCO 2020/2021 Annual Membership Fee	07/08/2020		71.87 2,855.17
Total for Check Nu	mber 10444:			0.00	2,927.04
10445	10390 S1405084.001	Dangelo Company (3) 2" Threaded Coupling - Stock	07/08/2020		18.30
Total for Check Nu	mber 10445:			0.00	18.30
10446	10600 07022020	Gaucho Gophers & Landscape Management NCRF I Rodent Control June 2020	07/08/2020		1,000.00
Total for Check Nu	mber 10446:			0.00	1,000.00
10447	10719 06192020	HR Dynamics & Performance Management, Inc. General Consulting/Coaching/Mentoring - 05/18-06/19/2020 - HR	07/08/2020		2,250.00
Total for Check Nu	mber 10447:			0.00	2,250.00
10448	10398 173410 173410 173410 174056 174056 174057	Infosend, Inc. (1,035) Annual Backflow Letters (1,035) Annual Backflow Letters Postage (1,035) Annual Backflow Letters Set Up Fee/Services June 2020 Supply Charges for Utility Billing June 2020 Billing Charges for Utility Billing June 2020 Postage Charges for Utility Billing	07/08/2020		518.58 428.63 181.05 721.81 850.44 4,201.62
Total for Check Nu	mber 10448:			0.00	6,902.13
10449	10273 \$1035054.004 \$1036222.001 \$1036222.001 \$1036222.001 \$1036222.001 \$1036222.001 \$1036222.001 \$1036222.001 \$1036222.002 \$1036222.002 \$1036222.002 \$1036223.001 \$1036223.001	Inland Water Works Supply Co.  (20) 2" FIP x CTS Comp - Inventory  (50) 1" Lock Off - Inventory  (50) 1" x 5" U Branch - Inventory  (150) 1" x 2.63" Meter Conn - Inventory  (102) 1" Coupling - Inventory  (125) 1" x Close Brass Nipple - Inventory  (50) 1" Lock On - Inventory  (145) 1" x 6" Nipple - Inventory  (55) 1" x 6" Nipple - Inventory  (48) 1" Coupling - Inventory  (48) 1" Coupling - Inventory  (100) 1" Ball Valve - Inventory  (100) 1" Check Valve - Inventory	07/08/2020		1,797.65 4,826.75 3,515.26 2,439.25 1,184.77 442.18 5,015.77 1,875.62 711.45 557.54 265.31 4,109.23 9,925.93
Total for Check Nu		( · · · )		0.00	36,666.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10450	10809	Inner-City Auto Repair & Tires	07/08/2020	Checks	Amount
	1193	Oil Filter/Oil - Unit 1/OD 36,350			46.84
	1193 1216	Labor - Oil Filter/Oil - Unit 1/OD 36,350 New Tires - Unit 12/OD 597,280			20.00 1,300.99
	1216	Labor - New Tires - Unit 12/OD 597,280			1,500.99
	1232	Labor - Oil Filter/ Oil - Unit 4/OD 15,547			38.00
	1232	Oil Filter/ Oil - Unit 4/OD 15,547			10.13
Total for Check N	umber 10450:			0.00	1,565.96
10451	10429	Legend Pump & Well Service Inc.	07/08/2020		270.00
	56351	Repair Motor Temperature Issues - Well 29			278.00
Total for Check N	umber 10451:			0.00	278.00
10452	10894	Liberty Dental Plan	07/08/2020		
	1441042	Liberty Dental - July 2020			281.28
Total for Check N	umber 10452:			0.00	281.28
10453	10537	Joshua McCue	07/08/2020		
10.00	07012020	Safety Boots - J McCue	0,7,00,2020		184.67
Total for Check N	umber 10453:			0.00	184.67
10454	10674	Michael Baker International	07/08/2020		
	1072621-A	Permits/Document Prep - 2017 Pipeline Rplcmnt Proj			1,536.59
	1072621-A	Permits/Document Prep - 2017 Pipeline Rplcmnt Proj			1,536.58
	1072621-A	Permits/Document Prep - 2017 Pipeline Rplcmnt Proj			1,536.58
Total for Check N	umber 10454:			0.00	4,609.75
10455	10027	MST Backflow Inc.	07/08/2020		
	05112020	Labor - Repair Backflow Device After Relocation			120.00
	05112020 06122020	Repair Backflow Device After Relocation Test & Certify (9) District Backflow Devices			49.03 360.00
	06242020	Test & Certify (7) District Backflow Devices  Test & Certify (7) District Backflow Devices			280.00
m 10 dt 127				0.00	
Total for Check N				0.00	809.03
10456	10045 R 156381	Pacific Alarm Service Inc. Alarm Equip/Rent/Service/Monitor 560 Magnolia	07/08/2020		411 12
	R 156382	Alarm Equip/Rent/Service/Monitor 11083 Cherry Ave			411.13 59.50
Total for Check N				0.00	470.63
10457	10689	Safety Compliance Company	07/08/2020		250.00
	184208 184730	Safety Meeting - Electrical Safety - 6/3/2020 Safety Meeting - Fixed Ladders - 6/18/2020			250.00 250.00
	10.750	5.10.1 1.10.1 2.10.1 5.10.2020			200.00
Total for Check N	umber 10457:			0.00	500.00
10458	10907	Tracy Miller	07/08/2020		
	05062020	Refund - Fire Flow Deposit			317.61
Total for Check N	umber 10458:			0.00	317.61
10459	10035	USA Blue Book	07/08/2020		
	269100	Glass Sample Tubes/10mL Sample Tests - Districtwide			461.57
Total for Check N	umber 10459:			0.00	461.57

Check No	Vendor No	Vendor Name	Check Date	Void	Check
10460	Invoice No 10385 5495689	Description Waterline Technologies, Inc PSOC Chlorine - Well 29	<b>Reference</b> 07/08/2020	Checks	<b>Amount</b> 1,197.00
	3493009	Chiofine - Well 29			1,197.00
Total for Check Nu	mber 10460:			0.00	1,197.00
10461	10864 25766	Xcel Pest Control, Inc. Quarterly Exterminator - 560 Magnolia	07/08/2020		195.00
Total for Check Nu	mber 10461:			0.00	195.00
Total for 7/8/202	0:			0.00	168,858.44
АСН	10085 1001600820 1001600820 1001600820 1001600820 1001600820 1001600820 1001600820	CalPERS Retirement System PR Batch 00001.07.2020 CalPERS ER Paid Classic PR Batch 00001.07.2020 CalPERS 1% ER Paid PR Batch 00001.07.2020 CalPERS ER PEPRA PR Batch 00001.07.2020 CalPERS 8% EE Paid PR Batch 00001.07.2020 CalPERS 7% EE Deduction PR Batch 00001.07.2020 CalPERS 7.5% EE PEPRA PR Batch 00001.07.2020 CalPERS 8% ER Paid	07/09/2020		9,585.64 179.79 3,128.71 2,320.58 1,258.62 2,848.08 1,020.35
Total for this ACH	Check for Vendor 10085:			0.00	20,341.77
АСН	10087 0-285-650-464 0-285-650-464 0-285-650-464	EDD PR Batch 00002.07.2020 State Income Tax PR Batch 00001.07.2020 CA SDI PR Batch 00001.07.2020 State Income Tax	07/09/2020		20.00 935.56 4,046.51
Total for this ACH	Check for Vendor 10087:			0.00	5,002.07
ACH	10094 270059150117720 270059150117720 270059150117720 270059150117720 270059150117720 270059150117720 270059150117720 270059150117720 270059150117720 270059150117720	U.S. Treasury PR Batch 00002.07.2020 Medicare Employer Portion PR Batch 00002.07.2020 FICA Employer Portion PR Batch 00002.07.2020 Medicare Employee Portion PR Batch 00001.07.2020 FICA Employer Portion PR Batch 00001.07.2020 Federal Income Tax PR Batch 00001.07.2020 Medicare Employer Portion PR Batch 00001.07.2020 FICA Employee Portion PR Batch 00002.07.2020 FICA Employee Portion PR Batch 00002.07.2020 Medicare Employee Portion PR Batch 00001.07.2020 Medicare Employee Portion PR Batch 00002.07.2020 Federal Income Tax	07/09/2020		2.90 12.40 2.90 6,160.35 10,945.59 1,498.68 6,160.35 12.40 1,498.68 50.00
Total for this ACH	Check for Vendor 10094:			0.00	26,344.25
ACH	10141 BSB04ZW6657 BSB04ZW6657	Ca State Disbursement Unit PR Batch 00001.07.2020 Garnishment PR Batch 00001.07.2020 Garnishment	07/09/2020		360.05 288.46
Total for this ACH	Check for Vendor 10141:			0.00	648.51
АСН	10203 VB 1450 - PP14	Voya Financial PR Batch 00001.07.2020 Deferred Comp	07/09/2020		450.00
Total for this ACH	Check for Vendor 10203:			0.00	450.00
АСН	10264 1001600828 1001600828 1001600828 1001600828	CalPERs Supplemental Income Plans PR Batch 00001.07.2020 CalPERS 457 PR Batch 00001.07.2020 457 Loan Repayment PR Batch 00001.07.2020 ROTH % Deduction PR Batch 00001.07.2020 CalPERS 457 %	07/09/2020		540.00 177.19 6.50 11.01
Total for this ACH	Check for Vendor 10264:			0.00	734.70

Check No ACH	Vendor No Invoice No 10895	Vendor Name Description Basic Pacific	Check Date Reference 07/09/2020	Void Checks	Check Amount
	INV PP14-2020	PR Batch 00001.07.2020 Flexible Spending Account			333.33
Total for this ACH	Check for Vendor 10895:			0.00	333.33
Total for 7/9/2020	0:			0.00	53,854.63
ACH	10781	Umpqua Bank	07/10/2020		
	10019	C R & R Incorporated Monthly Charges 3 YD Commercial Bin June 2020			271.47
	10022	Hemet Valley Tool & Supply Spark Plug/Fuel Filter/Air Filter - Dirt Compactor			28.50
	10034	Labor - Spark Plug/Fuel Filter/Air Filter - Dirt Compactor US Postal Service			65.00
		400 Postage Stamps			220.00
	10027	Postage - Election Forms/Boundary Maps Annual PO Box 07/01/2020-06/30/2021 - 560 Magnolia			3.20 452.00
	10037	Waste Management Of Inland Empire Yard Dumpsters - 815 E 12th June 2020			306.14
		Recycling Dumpster Charges - 815 E 12th June 2020			158.45
		Monthly Sanitation - 560 Magnolia June 2020			112.59
		Recycling Dumpster Charges - 560 Magnolia June 2020			92.72
		Yard Dumpsters - 815 E 12th July 2020			315.14
		Recycling Dumpster Charges - 815 E 12th July 2020			95.45
		Recycling Dumpster Charges - 560 Magnolia July 2020			95.45
	10151	Monthly Sanitation - 560 Magnolia July 2020			115.90
	10171	Riverside Assessor - County Recorder June 2020 Lien Fees			22.50
	10174	GFOA			22.30
		Application Fee - Certificate of Achievement Program			460.00
	10224	Legal Shield			
		Monthly Prepaid Legal for Employees June 2020			161.45
	10319	ACWA Joint Powers Insurance Authority			
		ACWA Summer Conference Registration - L Williams			350.00
		ACWA Summer Conference Registration - D Slawson			350.00
	10251	ACWA Summer Conference Registration - A Ramirez			350.00
	10351	Cherry Valley Nursery & Landscape Supply Weed Barrier/Mulch - Well 22 Landscaping			379.25
	10397	Wal-Mart			(2.22
		Copy Paper - 12th & Palm Paper Towels/Bath Tissue - 12th & Palm			62.23 42.96
	10477	Walgreens			42.90
	10.77	Face Masks/Gloves - COVID-19			290.82
		Face Masks/Hand Sanitizer - COVID-19			53.82
	10495	Best Buy (3) Cases for iPads			253.05
	10526	Verizon Monthly Phone Service 06/01-06/30/2020			972.85
	10546	Frontier Communications			,, <b>2.</b> 00
	<del>-</del>	06/10-07/09/2020 June FIOS/FAX 12th/Palm			319.68
		05/25-06/24/2020 June FIOS/FAX 851 E 6th St			139.91
		05/25-06/24/2020 June FIOS/FAX 560 Magnolia Ave			290.00
	10620	SiteOne Landscape Supply			
		(2) Solenoid Adapters - NCRF Irrigation			144.33
		(3) Solenoids - NCRF Irrigation			216.49
	10623	WP Engine			** *-
	10.002	Web Host for BCVWD Website June 2020			30.00
	10692	MMSoft Design Network Monitoring Software June 2020			270.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	10715	Albertsons Dry Ice - Well 24			13.51
	10761	BLS*Spamtitan Email Filtering - Districtwide June 2020 Monthly Web Filter License June 2020			47.94 71.88
	10784	Autodesk, Inc. Auto CAD Software - 851 E 6th St June 2020			710.00
	10790	Microsoft Monthly Microsoft Office License - June 2020			500.00
	10892	Monthly Microsoft Exchange - June 2020 Zoom Video Communications, Inc.			264.00
	10000	Credit - Monthly Teleconference Bridge - COVID-19 Monthly Teleconference Bridge - COVID-19			-14.10 59.96
	10908	Seton (3) Cases Hand Sanitizer - COVID-19			538.21
	10909	White Water Rock Supply Decomposed Granite - Well 22 Landscaping			1,836.06
Total for this ACF	I Check for Vendor 10781:			0.00	11,519.50
Total for 7/10/20	020:			0.00	11,519.50
ACH	10030 2039374889 June 2039374889 June 2039374889 June 2039374889 June 2039374889 June 2039374889 June 2039374889 June 2039374889 June 2039374889 May	Southern California Edison Electricity 05/22-06/23/2020 - 12303 Oak Glen Rd Electricity 05/22-06/23/2020 - 560 Magnolia Ave Electricity 05/19-06/18/2020 - 815 E 12th Ave Electricity 05/22-06/23/2020 - 9781 Avenida Miravilla Electricity 05/22-06/23/2020 - 851 E 6th St Electricity 05/22-06/23/2020 - Wells Electricity 05/22-06/23/2020 - 13697 Oak Glen Rd Electricity 05/22-06/23/2020 - 13695 Oak Glen Rd Electricity 02/21-05/20/2020 - Wells (Prior Month)	07/14/2020		273.15 2,056.66 508.24 189.99 184.91 190,880.76 200.63 190.37 555.55
Total for this ACH	I Check for Vendor 10030:			0.00	195,040.26
АСН	10031 3448552132 3448552134	Staples Business Advantage Toner - HR Printer Copy Paper - 560 Magnolia	07/14/2020		583.74 828.97
Total for this ACH	I Check for Vendor 10031:			0.00	1,412.71
ACH	10042 07132135000June	Southern California Gas Company Monthly Gas Charges 05/26-06/24/2020	07/14/2020		14.30
Total for this ACH	Check for Vendor 10042:			0.00	14.30
ACH	10052 06102020	Home Depot Credit Services PVC Pipe - NCRF Irrigation	07/14/2020		62.50
Total for this ACH	Check for Vendor 10052:			0.00	62.50
АСН	10116 9857591077 9857591077	Verizon Wireless Services LLC iPad Charges for June 2020 Cell Phone Charges for June 2020	07/14/2020		120.03 364.69
Total for this ACH	I Check for Vendor 10116:			0.00	484.72
ACH	10138 HW201 Jul 2020	ARCO Business Solutions ARCO Fuel Charges 06/30-07/06/2020	07/14/2020		1,189.18
Total for this ACH	I Check for Vendor 10138:			0.00	1,189.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
АСН	10147 1002005	Online Information Services, Inc. 167 Credit Reports for June 2020	07/14/2020		480.90
Total for this ACH	Check for Vendor 10147:			0.00	480.90
ACH	10350 124597 124597	NAPA Auto Parts Car Shampoo/Shop Towels/Wipes/Air Freshener - Fleet Hydraulic Oil/Coolant/Grease - Fleet	07/14/2020		29.91 55.98
Total for this ACH	Check for Vendor 10350:			0.00	85.89
ACH	10632 WOA00021328 WOA00021328	Quinn Company Labor-Repair Track Pads/Slope Board Pivot Joints - Dozer Repair Track Pads/Slope Board Pivot Joints - Dozer	07/14/2020		1,700.00 7,202.19
Total for this ACH	Check for Vendor 10632:			0.00	8,902.19
АСН	10743 16128	Townsend Public Affairs, Inc. Consulting Services - July 2020	07/14/2020		4,000.00
Total for this ACH	Check for Vendor 10743:			0.00	4,000.00
Total for 7/14/20	20:			0.00	211,672.65
ACH	10138 HW201 07142020	ARCO Business Solutions ARCO Fuel Charges 07/07-07/13/2020	07/15/2020		1,236.31
Total for this ACH	Check for Vendor 10138:			0.00	1,236.31
АСН	10420 0578616 0578616 0578616	Amazon Capital Services, Inc. (500) Nitrile Gloves - COVID-19 (500) Face Masks - COVID-19 (250) Nitrile Gloves - COVID-19	07/15/2020		51.94 212.60 25.97
Total for this ACH	Check for Vendor 10420:			0.00	290.51
Total for 7/15/202	20:			0.00	1,526.82
10462	UB*03869	Nancy Beard Refund Check Refund Check Refund Check Refund Check Refund Check	07/22/2020		19.53 43.94 65.62 11.77 30.70
Total for Check Nu	mber 10462:			0.00	171.56
10463	UB*03888	Savannah Bravo Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10463:			0.00	1.75
10464	UB*03874	Long Bui Refund Check Refund Check	07/22/2020		111.96 3.50
Total for Check Nu	mber 10464:			0.00	115.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10465	UB*03899	Felicia Cavazos Refund Check Refund Check	07/22/2020		1.75 150.00
Total for Check Nu	ımber 10465:			0.00	151.75
10466	UB*03897	Joseph Cerda Refund Check	07/22/2020		1.75
Total for Check Nu	ımber 10466:			0.00	1.75
10467	UB*03872	Rielly Clancy Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	07/22/2020		7.28 3.24 4.33 3.14 6.72
Total for Check Nu	ımber 10467:			0.00	24.71
10468	UB*03882	Jarrod Cull Refund Check	07/22/2020		1.75
Total for Check Nu	ımber 10468:			0.00	1.75
10469	UB*03871	Emily Maldonado or El Mariachi Taco Shop Refund Check Refund Check Refund Check Refund Check	07/22/2020		104.02 358.09 841.66 234.04
Total for Check Nu	ımber 10469:			0.00	1,537.81
10470	UB*03885	Shannon Faeh Refund Check	07/22/2020		1.75
Total for Check Nu	ımber 10470:			0.00	1.75
10471	UB*03845	Maureen Gibson Refund Check	07/22/2020		1.75
Total for Check Nu	ımber 10471:			0.00	1.75
10472	UB*03878	Ulises Gomez Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	07/22/2020		6.43 16.76 35.84 10.67 24.00
Total for Check Nu	ımber 10472:			0.00	93.70
10473	UB*03877	Rafael Hernandez Refund Check	07/22/2020		165.38
Total for Check Nu	mber 10473:			0.00	165.38
10474	UB*03846	Coty Hoover Refund Check	07/22/2020		1.75
Total for Check Nu	ımber 10474:			0.00	1.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10475	UB*03880	In-N-Out Burger Refund Check Refund Check Refund Check Refund Check	07/22/2020		136.16 83.79 37.24 1,422.36
Total for Check Nu	mber 10475:			0.00	1,679.55
10476	UB*03879	Jimmie & Shelbi Roque Jimenez Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	07/22/2020		1.84 12.00 54.82 6.55 14.72
Total for Check Nu	mber 10476:			0.00	89.93
10477	UB*03884	Kevin Johnstone Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10477:			0.00	1.75
10478	UB*03890	Kathaleen Krause Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10478:			0.00	1.75
10479	UB*03841	Paul Lane Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10479:			0.00	1.75
10480	UB*03875	Alicia Ledesma Refund Check Refund Check Refund Check Refund Check	07/22/2020		8.17 108.27 3.88 2.79
Total for Check Nu	mber 10480:			0.00	123.11
10481	UB*03868	Darrell Marble Refund Check	07/22/2020		1.29 50.40 23.57 1.75 53.04 0.62 30.05 0.44 30.74 23.57
Total for Check Nu	mber 10481:			0.00	215.47
10482	UB*03893	Sochilt Martinez Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10482:			0.00	1.75

Check No	Vendor No	Vendor Name	Check Da		Check
10483	Invoice No UB*03870	<b>Description</b> Matich Corporation	Reference 07/22/2020		Amount
		Refund Check Refund Check			425.56 651.81
		Refund Check			401.11
		Refund Check			178.27
Total for Check N	umber 10483:			0.00	1,656.75
10484	UB*03876	Beau Mattioda Refund Check	07/22/2020	)	86.32
Total for Check N	umber 10484:			0.00	86.32
10485	UB*03898	Myriam Munoz	07/22/2020	)	
		Refund Check Refund Check			87.41 25.09
		Refund Check			29.73
		Refund Check			66.89
		Refund Check			40.88
Total for Check N	umber 10485:			0.00	250.00
10486	UB*03891	Blessing Ncube Refund Check	07/22/2020	)	1.75
Total for Check N	umber 10486:			0.00	1.75
10487	UB*03887	Ronald Nugroho Refund Check	07/22/2020	)	1.75
Total for Check N	umber 10487:			0.00	1.75
10488	UB*03873	Ruth Olmsted	07/22/2020	)	
		Refund Check			1.75
		Refund Check Refund Check			1.32 1.44
		Refund Check			5.27
		Refund Check			0.64
Total for Check N	umber 10488:			0.00	10.42
10489	UB*03883	Michael Petti	07/22/2020	)	
		Refund Check			1.75
Total for Check N	umber 10489:			0.00	1.75
10490	UB*03892	Luis & Maria Ramirez Refund Check	07/22/2020	)	1.75
Total for Check N	umber 10490:			0.00	1.75
10491	UB*03895	Deborah Rodriguez	07/22/2020	)	
		Refund Check			1.75
Total for Check N	umber 10491:			0.00	1.75
10492	UB*03886	Jason Russell Refund Check	07/22/2020	)	1.75
		Actual Check			
Total for Check N	umber 10492:			0.00	1.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10493	UB*03889	Edwin Schula Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10493:			0.00	1.75
10494	UB*03896	Darrell Scriven Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10494:			0.00	1.75
		M. C. L. C.	07/22/2020	0.00	1./3
10495	UB*03894	Melissa & Justin Serns Refund Check	07/22/2020		1.75
Total for Check Nu	mber 10495:			0.00	1.75
10496	UB*03881	Tetra Tech Inc. Refund Check Refund Check Refund Check Refund Check	07/22/2020		5.50 20.12 12.39 1,891.78
Total for Check Nu	mber 10496:			0.00	1,929.79
10497	10792 08012020	A-1 Financial Services August 2020 Rent - 851 E 6th St - Eng. Office	07/22/2020		2,085.75
Total for Check Nu	mber 10497:			0.00	2,085.75
10498	10319 0007422 0007422	ACWA Joint Powers Insurance Authority Property Insurance - July 2020 Prepaid Property Insurance - Aug 2020- Jun 2021	07/22/2020		1,930.96 21,241.00
Total for Check Nu	mber 10498:			0.00	23,171.96
10499	10910 20-124	Advanced Diving Services, Inc. Lower Edgar/Upper Edgar/Highland Springs/2800 Reservoir Cleaning	07/22/2020		20,871.00
Total for Check Nu	mber 10499:			0.00	20,871.00
10500	10271 6302020	Beaumont Ace Home Center Shrink Tube - Well 22 Landscape/Irrigation Oil for Bearings - District Wide PVC Pipe Cutter - Until 11 PVC Pipe/Elbow/Adapter/Conduit - Well 22 Landscape/Irrigation Trench Shovel - Unit 32 (6) Paint Brushes - District Wide Soldering Iron/Soldering Resin - Unit 32 Tape/Bushing/Elbows - Well 22 Landscape/Irrigation PVC Pipe/Couplings/Bushings/Adapters - Well 22 Landscape/Irrigat Lumber -Well 22 Landscape/Irrigation Adapter/Coupling - Well 22 Landscape/Irrigation Bushing - Well 22 Landscape/Irrigation Safety Gloves - Unit 17 Heavy Duty Rubber Pail - Unit 35 Utility Knife/Blades - Unit 17 Cable Clip/Strand Wire - Highland Springs Reservoir Repair (4) Steel Stakes - NCRF Irrigation PVC Cement/Purple Primer - District Wide Chlorine - Well 24 PVC Coupling/Elbow - Well 22 Leak Repair	07/22/2020		9.45 4.24 15.72 19.48 31.86 9.49 32.17 18.34 10.10 10.71 11.46 12.20 23.36 19.11 24.42 31.82 16.96 16.98 27.06 13.15

Check No	Vendor No	Vendor Name	Check Date	Void	Check
	<b>Invoice No</b>	Description	Reference	Checks	Amount
	6302020	PVC Elbow/Coupling/Adapter - Well 2A Pump			6.75
	6302020	PVC Nipple/Coupling/Valve - Service Repair			15.91
	6302020	Yellow Reflective Tape - Edgar Canyon			4.56
	6302020	PVC Union/Nipple/Tape/Tubing Cutter - NCRF Irrigation Repair			29.95
	6302020	Gloves/Alcohol/Lysol/Hand Sanitizer - COVID-19			527.63
	6302020	Ball Valve - Well 25			6.67
	6302020	(12) Paint Brushes - District Wide			20.27
	6302020	PVC Cement/Primer/Adapter/Fabric Pins - Well 22 Landscape/Irriga			42.92
	6302020 6302020	Weed Barrier Pins - Well 22 Landscape/Irrigation Cap Connector/Outlet - Well 22 Landscape/Irrigation			24.46 7.42
	6302020	Caulk/Cable/Cable Clip - Lower Edgar Reservoir			18.24
	6302020	Bolts - Well 23 Bearings			5.81
	6302020	3 Gal Hand Sanitizer/Gal Alcohol/Lysol - COVID-19			398.46
	6302020	Gav Cap for Electrical Box - Well 23			2.43
	6302020	Drum Fan - To Cool Well 2A			159.37
	6302020	PVC Pipe/Coupling/Adapter/Elbow - Well 22 Leak Repair			27.67
	6302020	Wire Clips/Cable Clip - Highland Springs Reservoir			3.16
	6302020	Purple Primer/Adapter/Vacuum Breaker/Clamp - Well 24			25.65
	6302020	Paint Brush - District Wide			8.80
	6302020	Paint - Well Buildings			46.49
	6302020	(2) Paint Brushes - District Wide			9.54
	6302020	(12) Paint Brushes - District Wide			20.28
	6302020	Sprinklers - 12th/Palm			4.02
	6302020	(3) Utility Pumps/Tubing Cutter - District Wide			126.71
	6302020	(2) 9V Battery Packs - NCRF Irrigation Timers			10.62
	6302020	Elec Outlet for Sprinkler Timer - Well 22 Landscape/Irrigation			27.61
	6302020	Ball Valve/Gate Valve/Coupling - Service Repair			32.45
	6302020	(3) Gal Hand Sanitizer/(4) Multi Purpose Cleaner/(2) Gal Alcohol			300.49
	6302020	Wood Stakes/Paint Brushes - District Wide			45.84
	6302020	PVC Pipe/Elbows/Coupling - Well 22 Landscape/Irrigation			20.25
	6302020 6302020	(2) Combo Lights - Dump Trailer Nitrile Gloves - Unit 42			20.81 23.36
	6302020	Landscape Rocks - Well 22 Landscape/Irrigation			8.49
	6302020	Gorilla Tape - Unit 33			17.84
	6302020	(10) Paint Brushes - District Wide			15.83
	6302020	(2) V Belts - Well 23/29 Swamp Coolers			28.24
	6302020	PVC Cement/Coupling/Elbow/Valve/Pipe - Well 25			36.33
	6302020	PVC Elbow/Conduit/Couplings/Adapter/Reducer - Well 22 Landscape			62.18
	6302020	Elbows/Couplings/Bushing - Service Repair			6.62
	6302020	250 ft. Fish Tape - District Wide			104.12
	6302020	(5) Paint Brushes - District Wide			7.92
	6302020	Cut Off Grinding Wheel for Cut Off Saw - District Wide			9.55
	6302020	Coupling - Well 22 Landscape/Irrigation			2.32
Total for Check N	lumber 10500:			0.00	2,682.12
10501	10305	Beaumont Basin Watermaster	07/22/2020		
	B-211	Task Order No. 22 - Pipeline Losses and TDS Concentration			10,352.50
	B-211	Change Order for Task Order No. 17 - Return Flow Method			8,503.33
Total for Check N	Tumber 10501:			0.00	18,855.83
10502	10772	CV Strataging	07/22/2020		ŕ
10302	10772 5659	CV Strategies Printing and Postage for CCR	07/22/2020		8,270.47
	5660	Strategic Communication Services - June 2020			10,322.50
	3000	Strategic Communication Services - June 2020			10,322.30
Total for Check N	lumber 10502:			0.00	18,592.97
10503	10618	E & M Electric and Machinery	07/22/2020		
	357864	WW Dream Report Renewal Expo 07/28/2021			485.00
	357864	WW HMI Renewal Expo 07/28/2021			5,680.00
Total for C1 1 2	(vansh on 10502)			0.00	( 165.00
Total for Check N	umber 10503:			0.00	6,165.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10504	10174 2079795	GFOA Membership Renewal 08/01/2020-07/31/2021 - Y Rodriguez	07/22/2020		160.00
Total for Check N	umber 10504:			0.00	160.00
10505	10273 \$1036584.001 \$1036584.001	Inland Water Works Supply Co. (8) Full Circle Clamps (2) 5/8 Meter Reseter	07/22/2020		601.89 214.14
	S1036584.001 S1036584.002 S1036847.001	<ul><li>(2) Fire Hydrants - Inventory</li><li>(1) Fire Hydrant - Inventory</li><li>(200) Transmitters - Inventory</li></ul>			8,045.27 4,022.63 15,839.25
	S1037136.001 S1037136.001	(8) 1" Copper Tube Coil 60' Rolls- Inventory (4) 1" Copper Tube Coil 100' Rolls- Inventory			2,091.80 1,743.16
Total for Check No	umber 10505:			0.00	32,558.14
10506	10809 1105 1269 1269 1281 1281 1316	Inner-City Auto Repair & Tires Trailer Repair Oil/Oil Filter - Unit 32/OD 42,181 Labor - Oil/Oil Filter - Unit 32/OD 42,181 Oil/Oil Filter - Unit 17/OD 70,134 Labor - Oil/Oil Filter - Unit 17/OD 70,134 Oil/Oil Filter/Tires - Unit 16/OD 116,231	07/22/2020		190.85 48.99 20.00 47.92 20.00 812.82
Total for Check N	umber 10506:			0.00	1,140.58
10507	10223 227105 227106	Richards, Watson & Gershon Legal Services May Board Approval 07/08/2020 Legal Services May Board Approval 07/08/2020	07/22/2020		6,782.25 78.40
Total for Check N	umber 10507:			0.00	6,860.65
10508	10095 20200600339	Riverside County Dept of Waste Resources Weeds/Trash Removal NCR I June 2020	07/22/2020		20.00
Total for Check N	umber 10508:			0.00	20.00
10509	10491 63770	Rogers, Anderson, Malody & Scott, LLP Final Audit Services for FY 2019 - June 2020	07/22/2020		1,700.00
Total for Check N	umber 10509:			0.00	1,700.00
10510	10290 20-00217	San Gorgonio Pass Water Agency 579 AF @ \$399 for June 2020	07/22/2020		231,021.00
Total for Check No	umber 10510:			0.00	231,021.00
10511	10506 9435 9435	Santa Ana Watershed Project Authority Prepaid Basin Monitoring Program - Aug 2020 - Jun 2021 Basin Monitoring Program - July 2020	07/22/2020		14,032.26 1,275.74
Total for Check No	umber 10511:			0.00	15,308.00
10512	10830 1672824-IN	SC Fuels Oil for Wells	07/22/2020		625.68
Total for Check N	umber 10512:			0.00	625.68

Check No	Vendor No	Vendor Name	Check Date	Void	Check
10513	Invoice No 10770	<b>Description</b> Sulzer Electro-Mechanical Services, Inc.	<b>Reference</b> 07/22/2020	Checks	Amount
	SI3000157 SI3000157	Parts for Repairs to Motor - Well 24 Labor for Repairs to Motor - Well 24			5,316.75 6,496.00
	SI3000197 SI3000193	Parts/Materials to Repair Well 21 Motor			2,123.95
	SI3000193	Labor - Repair Well 21 Motor			4,688.57
Total for Check Nu	mber 10513:			0.00	18,625.27
10514	10903 4100731012	The Lincoln National Life Insurance Company Life & ADD EE/ER Insurance July 2020	07/22/2020		581.09
T 10 G 13		Elic & M. D. Elin El. Misurance Sury 2020		0.00	
Total for Check Nu		Hallerite d Comices Dellaine Meintenance	07/22/2020	0.00	581.09
10515	10255 0417022-IN	Unlimited Services Building Maintenance July 2020 Janitorial Services 815 E 12th St	07/22/2020		150.00
	0417023-IN	July 2020 Janitorial Services for 560 Magnolia Ave			845.00
	0417029-IN	July 2020 Janitorial Services 851 E 6th St			160.00
Total for Check Nu	mber 10515:			0.00	1,155.00
10516	10778	Urban Habitat	07/22/2020		
	5467	Well Site 3 - Landscape Services - March 2020			330.00
	5467 5467	Well Site 2 - Landscape Services - March 2020 2650 Reservoir - Landscape Services - March 2020			270.00 780.00
	5467	Well Site 29 - Landscape Services - March 2020			180.00
	5467	Well Site 24 - Landscape Services - March 2020			240.00
	5467	2750 Reservoir (Cherry Tanks) - Landscape Services - Mar 2020			840.00
	5467 5467	Well Site 16 - Landscape Services - March 2020			300.00 420.00
	5467	Well Site 22 - Landscape Services - March 2020 Well Site 25 - Landscape Services - March 2020			90.00
	5467	2850 Reservoir (Vineland Tanks) - Landscape Services - Mar 2020			420.00
	5467	BCVWD Business Office - Landscape Services - March 2020			90.00
Total for Check Nu	mber 10516:			0.00	3,960.00
10517	10385	Waterline Technologies, Inc PSOC	07/22/2020		
	5497837	Chlorine - Well 25			1,197.00
	5499122	Chlorine - Well 29			1,197.00
Total for Check Nu	mber 10517:			0.00	2,394.00
Total for 7/22/20	20:			0.00	416,869.00
АСН	10085	CalPERS Retirement System	07/23/2020		
71011	100000016090134	Prepaid Annual Unfunded Accrued Liability 2020/2021	0772372020		163,914.00
	1001612827	PR Batch 00003.07.2020 CalPERS ER Paid Classic			9,446.32
	1001612827	PR Batch 00003.07.2020 CalPERS 8% EE Paid			2,271.04
	1001612827 1001612827	PR Batch 00003.07.2020 CalPERS 7.5% EE PEPRA PR Batch 00003.07.2020 CalPERS 7% EE Deduction			2,794.27 1,241.19
	1001612827	PR Batch 00003.07.2020 CalPERS 776 EE Deduction PR Batch 00003.07.2020 CalPERS ER PEPRA			3,069.60
	1001612827	PR Batch 00003.07.2020 CalPERS 1% ER Paid			177.30
	1001612827	PR Batch 00003.07.2020 CalPERS 8% ER Paid			1,020.35
Total for this ACH	Check for Vendor 10085:			0.00	183,934.07
ACH	10087	EDD	07/23/2020		
	0-434-503-968	2nd Quarter EDD Tax Rounding Adjustment			0.03
	1-784-627-488 1-784-627-488	PR Batch 00003.07.2020 CA SDI PR Batch 00003.07.2020 State Income Tax			929.57 3,962.70
m . 10 . 11		1 K Baten 00003.07.2020 State Income Tax			•
Total for this ACH	Check for Vendor 10087:			0.00	4,892.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10094 270060570113925 270060570113925 270060570113925 270060570113925 270060570113925	U.S. Treasury PR Batch 00003.07.2020 Federal Income Tax PR Batch 00003.07.2020 Medicare Employer Portion PR Batch 00003.07.2020 FICA Employer Portion PR Batch 00003.07.2020 Medicare Employee Portion PR Batch 00003.07.2020 FICA Employee Portion	07/23/2020		10,581.01 1,490.03 5,841.73 1,490.03 5,841.73
Total for this ACH	Check for Vendor 10094:			0.00	25,244.53
АСН	10141 32860569 32860569	Ca State Disbursement Unit PR Batch 00003.07.2020 Garnishment PR Batch 00003.07.2020 Garnishment	07/23/2020		360.05 288.46
Total for this ACH	Check for Vendor 10141:			0.00	648.51
ACH	10203 VB1450-PP15 20	Voya Financial PR Batch 00003.07.2020 Deferred Comp	07/23/2020		450.00
Total for this ACH	Check for Vendor 10203:			0.00	450.00
ACH	10264 1001612835 1001612835 1001612835 1001612835	CalPERs Supplemental Income Plans PR Batch 00003.07.2020 CalPERS 457 % PR Batch 00003.07.2020 457 Loan Repayment PR Batch 00003.07.2020 CalPERS 457 PR Batch 00003.07.2020 ROTH % Deduction	07/23/2020		21.95 177.19 540.00 3.25
Total for this ACH	Check for Vendor 10264:			0.00	742.39
ACH	10502 100000016096944	Financial Reporting/Accounting CalPERS Admin Fee - SSA 218 Annual Fee 2020/2021	07/23/2020		400.00
Total for this ACH	Check for Vendor 10502:			0.00	400.00
ACH	10895 INV PP15 2020	Basic Pacific PR Batch 00003.07.2020 Flexible Spending Account	07/23/2020		333.33
Total for this ACH	Check for Vendor 10895:			0.00	333.33
Total for 7/23/20	)20:			0.00	216,645.13
ACH	10138 HW201 Jul 27 20	ARCO Business Solutions ARCO Fuel Charges 07/14-07/20/2020	07/27/2020		971.26
Total for this ACH	Check for Vendor 10138:			0.00	971.26
Total for 7/27/20	)20:			0.00	971.26
		Report Total (175 checks	):	0.00	1,084,784.48
AP Checks by Dat	e - Detail by Check Date (	7/23/2020 5:11 PM)			Page 23



### Beaumont-Cherry Valley Water District Board of Directors Meeting August 12, 2020

Item 2d

### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

**SUBJECT:** Approval of Pending Invoices

### **Staff Recommendation**

Approve the pending invoice totaling \$6,963.18.

### **Background**

Staff has reviewed the pending invoices and found the services rendered were acceptable to the District.

### **Fiscal Impact**

There is a \$6,963.18 impact to the District which will be paid from the 2020 budget.

### Attachment(s)

Richards Watson Gershon Invoice # 227578



T 213.626.8484 F 213.626.0078 Fed. I.D. No. 95-3292015 350 South Grand Avenue 37th Floor Los Angeles, CA 90071

### **CONFIDENTIAL**

This material is subject to the attorney-client privilege and/or attorney work product protection, or otherwise is privileged or confidential. Do not disclose the contents hereof. Do not file with publicly-accessible records.

DAN JAGGERS, GENERAL MANAGER Beaumont- Cherry Valley Water District 560 Magnolia Avenue Beaumont, Ca 92223-2258 July 10, 2020 Invoice # 227578

Re: GENERAL COUNSEL SERVICES

For professional services rendered through June 30, 2020:

Current Legal Fees Current Client Costs Advanced	
TOTAL CURRENT FEES AND COSTS	<u>\$6,963.18</u>
Balance Due From Previous Statement	\$6,782.25
TOTAL BALANCE DUE FOR THIS MATTER	\$13,745.43

**TERMS: PAYMENT DUE UPON RECEIPT** 

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RICHARDS, WATSON & GERSHON 350 South Grand Avenue, 37th Floor Los Angeles, CA 90071

RICHARDS WATSON GERSHON



### **BEAUMONT-CHERRY VALLEY WATER DISTRICT**

560 Magnolia Avenue, Beaumont, CA 92223

### MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS Wednesday, July 8, 2020 at 6:00 p.m.

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

**Call to Order:** President Covington began the meeting at 6:00 p.m.

Pledge of Allegiance: Led by Director Ramirez

Invocation: Given by Director Williams

### **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.

#### Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present: General Manager Dan Jaggers	
Director of Finance and Administration Yolanda	
Rodriguez	
	Senior Engineer Mark Swanson
	Assistant Director of Operations James Bean

Senior Finance and Administrative Analyst William Clayton	
	Administrative Assistant Erica Gonzales
Legal Counsel	James Markman

Members of the public who registered attendance: None.

Director of Finance and Administration Yolanda Rodriguez verified that all members of the Board of Directors have indicated that they are able to hear the other directors clearly on the teleconference. No directors expressed any reason to believe, based on voice recognition or otherwise, that those persons representing themselves to be directors are not truly so.

### Public Comment: None.

### 1. Adjustments to the Agenda: None.

Mr. Jaggers advised that handout materials are available on the District's website.

### 2. Consent Calendar:

Consent Calendar items a, b, c d, and e were approved with one motion:

- a. May 2020 Budget Variance Report
- b. May 2020 Cash/Investment Balance Report
- c. June 2020 Check Register
- d. June 2020 Invoices Pending Approval
- e. Minutes of the Regular Meeting of June 10, 2020

MOVED: Slawson	SECONDED: Ramirez	APPROVED 5-0	
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams		
NOES:	None.		
ABSTAIN: None.			
ABSENT: None.			

### f. Minutes of the Regular Meeting of June 25, 2020

Consent Calendar item f was approved by the following roll call vote:

MOVED: Hoffman	SECONDED: Williams	APPROVED 4-0-1	
AYES: Hoffman, Ramirez, Slawson, Williams			
NOES:	None.		
ABSTAIN:	Covington		
ABSENT:	None.		

## 3. San Gorgonio Pass Water Agency (SGPWA) and Sites Project Authority Phase 2 Participation Agreement and Associated Costs

General Manager Jaggers introduced the proposed agreement for Phase 2B and reminded the Board of the presentation by Mr. Jeff Davis, General Manager of the SGPWA and the need to sign the agreement by September. This entails the move forward position for the next phase of participation in the Sites Reservoir, he indicated. Mr. Jaggers advised that Mr. Lance Eckhart, new General Manager for SGPWA starts next Monday, and recommended discussion with him prior to execution.

Mr. Jaggers noted that the agreement has been reviewed by legal counsel. If signed, the agreement indicates BCVWD's interest in the 4,000 acre-feet (AF) of the 14,000 AF of the SGPWA participation in the Sites Reservoir, which means a \$400,000 commitment. Monies have been collected from developers to fund these activities, he noted, and do not come from rate-based activity. Additional costs will be incurred as the project moves into construction, he noted, and drew attention to the future cost projections at \$2.8 million per year. A funding strategy needs to be discussed for that and with the SGPWA as to overall funding.

Jaggers explained two components of payments due.

Counsel Jim Markman advised that he has one other agency in addition to BCVWD involved in the Sites Reservoir. He noted that the agreement cannot be changed, and observed that there is no guarantee as the process moves forward, particularly because BCVWD is piggybacking on the SGPWA, that they will continue or the project will be built, or that it will result in any particular amount of water or water rights or amount of water moving though the Delta. This is a joint venture by people knowing that they don't really control each other, he advised. SGPWA is also invested and BCVWD is piggybacking on the SGPWA since that agency has the entitlement. This is being done on faith, he noted, but this is the way it is working all around the state. He reiterated that there is no guarantee: if in the future the SGPWA changes its mind about it, or the project stops, or is stopped by litigation or any number of things. The hope is that the participants will end up with an entitlement to water that will last in perpetuity, he pointed out.

President Covington expressed concern that Mr. Markman had pointed out some factors going back to initial consideration in 2016. He noted that most agencies assume some level of risk should this project not be constructed in the future, and he noted his concern. While BCVWD is committed, he noted, there is no guarantee that the SGPWA Board will not just pull the plug leaving BCVWD with no recourse to recoup any of the money spent. He said he understands this is being done with some level of risk but indicated he feels confident the project will be built.

Director Williams also expressed concern about the District's investment if the SGPWA decided to pull out, and said she preferred to continue this item until a meeting with the new SGPWA general manager can assure that all are on the same page. Director Ramirez concurred.

In response to Director Hoffman, General Manager Jaggers noted that he has not seen a plan from the SGPWA for moving forward, but said he is encouraged by the background of the new general manager who has experience with the Mojave Water Agency including water supply planning. He said he hopes they can quickly get to a point where the agencies are comfortable with each other and gain understanding of the true water supply needs for the region. Jaggers said he would reach out early next week to Mr. Eckhart to initiate discussion. Based on water use and development in the basin, Jaggers noted, he said it is too early to exit: the

water is needed. Hoffman concurred that more information is needed, and Board discussion should be continued. Director Slawson agreed.

President Covington pointed to the cost breakdown and the \$2.8 million for debt service activities and asked whether that is in addition to amounts already expended. The \$2.8 million in debt service is a yearly cost for the 4,000 AF of supply, Jaggers explained. Since there are no guarantees, Covington added, the new agreement talks about the agency's obligation to the district and wondered at what point would some level of certainty be included to assure the District is not out funds based merely on a vote by the SGPWA Board.

Mr. Jaggers explained there is opportunity for pay back on the investment if the Reservoir is fully subscribed. The SGPWA Board discussed potential opportunity to recoup some of their funds if another agency wanted to buy them out, and it could work the same for BCVWD, Jaggers posited.

Since the project has been right-sized, Jaggers continued, costs have shrunk from \$5 billion to \$3 billion and there is discussion about the true cost of the water and total yield of the project. He said he will provide an update at the next meeting. Jaggers reiterated that the \$2.8 million is the cost of the reservoir; there will be additional costs for bringing the water down. The District must develop a strategy for spreading the \$2.8 million into a developer-based activity such as a new water fee, Jaggers noted. Water is not getting cheaper in California, he advised.

President Covington said in total, the District has spent a lot of money; but in looking at the larger scheme of things, it is not. Now that the District is close to spending almost \$1 million, he asked if there is a way to include in the agreement that the District does not get voted out of the project by the SGPWA Board. Mr. Jaggers said he would broach the commitment with the new general manager.

President Covington invited public comment. There was none.

Mr. Jaggers advised that the SGPWA Board has voted to move forward into Phase 2B.

President Covington continued the item to August.

4. California Special Districts Association (CSDA) 2020 Board Elections: Vote to Elect a Representative to the California Special Districts Association Board of Directors in the Southern Network for Seat C

President Covington invited public comment. There was none.

Director of Finance and Administration Yolanda Rodriguez gave background on the CSDA and the vacancy for a two-year term. There are four candidates for the open Seat C, including BCVWD General Manager Dan Jaggers who was nominated by the Board at its regular meeting on February 12, 2020.

President Covington noted that Seat C is generally for the greater Los Angeles – Orange County area and the incumbent, Arlene Shaffer, is from Costa Mesa Sanitary District and recommended a vote for Ms. Shaffer. If Seat B came available, and Mr. Jaggers wanted to represent the inland empire, that would make sense, Covington advised.

Director Ramirez indicated appreciation for Mr. Jaggers' work and concurred with President Covington in light of the current workload. Director Slawson concurred. Mr. Jaggers commented on the current level of work at BCVWD, recognized the Seat C representation area and indicated no ill will if the Board selected a different candidate.

The Board approved a vote for Arlene Shaffer to the California Special District Association Board of Directors in the Southern Network for Seat C by the following vote:

MOVED: Slawson	SECONDED: Ramirez	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez	, Slawson, Williams
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

#### Consideration of Letter to Members of Congress on Federal Relief for COVID-19 Costs per request of the Association of California Water Agencies (ACWA)

President Covington invited public comment. There was none.

General Manager Jaggers reminded the Board of its authorization of a letter to the House and Senate leadership urging inclusion of special districts in coronavirus pandemic relief. This bill appears to be stalled in the Senate, he advised. ACWA has reached out to its member agencies to email representatives to request legislation that would boost the federal funding for water infrastructure while considering further measures to help the country recover economically from the COVID-19 pandemic. Staff believes it is a good idea to support these activities, Jaggers explained, and requested the Board authorize the letter.

President Covington said he concurs with ACWA to keep the pressure on Congress to make sure that special districts and public agencies are beneficiaries of some of the COVID-19 pandemic relief funding and supports the letter. Director Slawson indicated support.

The Board approved the letter to Members of Congress on Federal Relief for COVID-19 Costs and directed staff to execute the letter and forward to the leadership of the Senate and House of Representatives and designated elected officials by the following roll call vote:

MOVED: Williams	SECONDED: Hoffman	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

## 6. Review of District Staffing Activities and Cash Flows as related to the ongoing COVID-19 Local State of Emergency

President Covington invited public comment. There was none.

Director of Finance and Administration Yolanda Rodriguez summarized the report which includes billing cycles year over year in addition to the month-to-month bimonthly cycle.

Rodriguez explained she is tracking balances over 60 days. Shutoffs normally would occur after 90 days, she said, which is an indication that the customer should be on a payment plan. She explained the comparisons of 2020 to last year and noted that these trends are not too alarming.

President Covington indicated it seems the majority of customers are current. Ms. Rodriguez confirmed that many are paying their bill before the conclusion of the 30-day period. Of the District's 19,216 active accounts, 8,245 are paid in full, she reported. The balances due compared to last years show \$1.6 million due she said. Mr. Jaggers added there is one commercial customer that has a significant payment plan in place which is making up the majority of the total balances due.

President Covington pointed to SB 998 which may also be affecting the balances.

Out of all the accounts, there are only 21 customers with payment plans, Ms. Rodriguez advised. Staff has noted that many residents are not responding for payment plans, and some are paying some of their balance without responding. The District has been making phone calls, sending letters and hanging door tags to let customers know that their account is overdue, and they may make a payment plan. There should be payment plans for 204 customers who would normally be shut off, she noted, but it is harder to get a response from customers as accounts receivable is growing.

Ms. Rodriguez detailed the District's loss in fee revenue due to shutoffs, late notification fees, and credit card processing fees totaling \$48,045.50. General Manager Jaggers advised these losses will be submitted for reimbursement as part of the FEMA COVID-19 funding.

Rodriguez shared a report on the impact of cash flows compared to 2019. The District has access to total unrestricted cash and investments of \$28,630,413 in 2020, as compared to \$28,771,794 in 2019. She reminded the Board about the impact of the rate increase and said the District is still in a very good position with concern regarding the growth of accounts receivable. The UB supervisor reports that people are paying their bills, and the District is accepting whatever amount they can pay, Rodriguez indicated.

#### 7. Beaumont Master Drainage Plan Line 16 Project Update

President Covington invited public comment. There was none.

Senior Engineer Mark Swanson reminded the Board of the recent discussion on moving forward with the cooperative agreement. Staff has been working with Riverside County Flood Control and over the last couple of months has met weekly to assure that design moves forward and understand where the agreement stands.

The plans are at 90 percent and are in review at staff level. This is the storm drain component with catch basin and spillways into the ponds, Swanson said. The comments will go back to the consultant in August.

Slowing down the cooperative agreement is the maintenance of a portion of the storm drainpipe towards the eastern end of the project, Swanson explained. An understanding has been reached that the District will take care of the inlets and Flood will take care of the 1,200 feet of pipe; this will be incorporated into the agreement, Swanson indicated. Staff has asked for a draft of the agreement to bring to the Board at the July 27 meeting.

Mr. Jaggers advised that staff has worked diligently for months to get to a solution on the maintenance activity. He said he believes it is a fair and reasonable solution.

In response to President Covington, Mr. Jaggers said legal counsel will review.

## 8. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07

Mr. Jaggers indicated that this report serves to continue the District's declaration of local emergency. He noted the increase in daily infection rates and shared the current data from the County of Riverside: 856 new infections today. He said he believes the District is getting the job done and would like to see another two weeks of information with a dampening after the recently re-issued lockdowns in order to figure out a path forward.

The City of Beaumont, Jaggers continued, has opened their front counter to certain activities and there is quite a process and a larger lobby for routing people in and out; where the District is not in a position to do so with the lobby configuration. Jaggers also pointed out that the hospitalization rate is up but daily death rate is down. The current system seems to be working, he said. Staff continues to look at modifying current situations but unless the Board directs otherwise, the current plan is to stand by for at least another couple of weeks, Jaggers said.

#### 9. Reports For Discussion

a. Ad Hoc Committees: None.

#### b. General Manager

Mr. Jaggers reported that the SGPWA Board meeting, the general manager identified that BCVWD had provided a schedule of water deliveries and they might have more water than the schedule provided for. Mr. Davis will work with the new GM, Mr. Eckhart, to deliver a strategy. Jaggers said he reached out and identified that BCVWD is more than willing to adjust its delivery schedule.

Jaggers indicated that staff is tracking monthly production rates in order to compare to the last two years. In June 2020, total production from the Basin and Edgar Canyon was 1,431.45 AF. Last year, in a cool June, production was 117 AF and in 2018, 25 AF was produced. Contributing to this artificially high production rate was a large construction grading water project and the stay-at-home order due to COVID-19.

Jaggers shared recharge flow rates showing a slow, steady flow to get the water order into the ground and minimize use of the Phase 1 ponds until it can be fenced and reduce staff's need to perform maintenance. There was a delay on the Noble Creek fencing due to the surveyor a question regarding the total width of Cherry Valley Boulevard, but width has been confirmed to be 38 feet. The contractor is anxious to begin, and the survey should be complete by next week, Jaggers advised.

A meeting with the City regarding recycled water is being pursued, Jaggers noted.

- c. Directors' Reports: None.
- d. Legal Counsel Report: None.

#### 10. Announcements

All the following meetings will be held via teleconference unless otherwise indicated. President Covington read the following announcements:

- Ad Hoc Communications Committee Meeting: Monday, July 13, 2020 at 5:30 p.m.
- Board Engineering Workshop: Thursday, July 23, 2020 at 6:00 p.m.
- Personnel Committee Meeting: Monday, July 27, 2020 at 5:30 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, August 5, 2020 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, August 6, 2020 at 3:00 p.m.
- Regular Board Meeting: Wednesday, August 12, 2020 at 6 p.m.

#### 11. Action List for Future Meetings:

No new items were added.

#### 12. Adjournment

President Covington adjourned the meeting at 7:36 p.m.

	ATTEST:
DRAFT UNTIL APPROVED	DRAFT UNTIL APPROVED
Director John Covington, President	Director Lona Williams, Secretary
to the Board of Directors of the	to the Board of Directors of the
Beaumont-Cherry Valley Water District	Beaumont-Cherry Valley Water Distric



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

# MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP OF THE BOARD OF DIRECTORS Thursday, July 23, 2020 at 6:00 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: President Covington** 

President Covington began the meeting at 6:01 p.m.

Pledge of Allegiance was led by President Covington.

Invocation was given by Director Ramirez.

#### **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.

#### Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None.
Staff present:	General Manager Dan Jaggers
	Director of Finance and Administration and Recording
	Secretary Yolanda Rodriguez
	Senior Engineer Mark Swanson
	Assistant Director of Operations James Bean

	Administrative Assistant Erica Gonzales
Legal Counsel	James Markman

Members of the public who registered their attendance: General Manager Lance Eckhart of the San Gorgonio Pass Water Agency.

Director of Finance and Administration Yolanda Rodriguez verified that all members of the Board of Directors have indicated that they are able to hear the other directors clearly on the teleconference. No directors expressed any reason to believe, based on voice recognition or otherwise, that those persons representing themselves to be directors are not truly so.

#### **Public Comment:**

Mr. Lance Eckhart, the new General Manager of the San Gorgonio Pass Water Agency advised that he is looking forward to working with the District on long term supply.

1. Adjustments to the Agenda: None.

# 2. Resolution 2020-16: Authorizing the General Manager to Submit an Application to the Bureau of Reclamation for a WaterSMART: Water and Energy Efficiency Grant

Director of Finance and Administration and Recording Secretary Yolanda Rodriguez gave background on the grant application in 2019 and award of \$1.5 million for the Automatic Meter Reading / Advanced Metering Infrastructure (AMR / AMI) project. The Bureau of Reclamation has released additional WaterSMART funding and the District is eligible to apply.

As part of the application, Rodriguez explained, the Board must formally indicate support and sign the application. Like the previously received grant, this is a 50 percent matching cost share, she noted in response to President Covington.

President Covington invited public comment. There was none.

The Board adopted Resolution 2020-16 authorizing the General Manager to submit an Application to the Bureau of Reclamation (BOR) for a WaterSMART: Water and Energy Efficiency Grant (WEEG) by the following roll call vote:

MOVED: Ramirez	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez,	Slawson, Williams
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

## 3. San Gorgonio Pass Water Agency (SGPWA) and Sites Project Authority Phase 2 Participation Agreement and Associated Costs

General Manager Jaggers advised that this is continued discussion from the last Board meeting. He said he had a teleconference meeting with Mr. Eckhart regarding

the SGPWA's participation moving forward. All recognize that the area needs additional water supplies, Jaggers noted, and that this is a good project to help provide that supply. He said that Mr. Eckhart was in agreement that this is a good opportunity. Mr. Jaggers indicated he has ideas regarding funding and recommended moving forward with Phase 2, which lasts until the end of 2021 and will cost BCVWD \$400,000 by the end of the period.

Jaggers pointed out that this is the best dry year yield project available, it has wide support, and a good opportunity to move forward. He noted the discussion regarding the ultimate level of participation and said he had heard Mr. Jeff Davis state that the project, even at a reduced hydraulic capacity of about 1.5 million acre-feet (AF) will still have a yield of 240,000 AF per year.

Mr. Jaggers acknowledged concerns about redistribution of costs if other entities bow out. He pointed out that funds have been collected from developers via impact fees and there is a level of certainty to the project even as funding mechanisms are worked out. The Board was curious if the SGPWA decided to bow out, the District would not have a vehicle to move forward without the Agency's representation. Mr. Jaggers said he discussed this with Mr. Eckhart and received the impression that he did not see the SGPWA backing out.

President Covington invited public comment. Mr. Eckhart noted the importance of collaboration as a region. He noted his experience and the collective mission and necessity of securing long term supply and called the Sites project a generational opportunity. He acknowledged there are a lot of unknowns, but recommended strongly staying in the process.

Director Ramirez welcomed Mr. Eckhart and said he looks forward to working together. Director Slawson indicated that he has been in favor of the project since the beginning and welcomed Mr. Eckhart.

President Covington pointed to the concern regarding the District's investment should the SGPWA choose not to continue. Mr. Jaggers acknowledged the Board's concern and said he expects to know by the end of Phase 2 whether the agencies are all in or all out. He noted that the Board may include a caveat in the agreement that should the SGPWA opt out, the District would still like to have representation in the project if desired and at the District's cost.

President Covington pointed out that the District's investment is also a concern of District legal counsel. He noted concern that participation is only one successful vote at the SGPWA away from being pushed aside with the almost \$1 million investment on the table and no recourse or decision input from BCVWD. He suggested some level of protection for BCVWD.

Mr. Jaggers said he would propose some verbiage for the agreement, and explained that BCVWD cannot represent itself; it must be represented by a State Water Contractor. He said he would continue to work with Mr. Eckhart on that item and bring back a final proposal at the first meeting in August.

President Covington said he understands that there are things out of the control of the SGPWA and his concern is more for protection at a local level and requested language for the agreement. Mr. Jaggers acknowledged and said he would consult legal counsel.

Board consensus was to continue the item to the August 12 Board meeting.

#### 4. Beaumont Master Drainage Plan Line 16 Project Cooperative Agreement Update

Senior Engineer Mark Swanson explained the redline co-op agreement received from Riverside County Flood Control and Water Conservation District (Flood Control). He noted changes in definitions based on maintenance items and payment timelines and explained the facilities.

The Board had authorized the District to proceed with design. Construction costs of \$6.8 million plus contingency have been updated and the costs will be invoiced at points of construction completion Swanson noted. The agreement also notes that if the \$1.2 million grant does not happen, the agencies share the cost, Swanson noted.

Staff will further examine the agreement and will obtain legal counsel review, Swanson added.

General Manager Jaggers said he believes the grant has already been awarded and indicated concern with the agreement's treatment of the shared cost if the grant funds are not distributed.

President Covington invited public comment. There was none.

President Covington asked Mr. Swanson about the increase in project costs from \$6.5 million to \$6.8 million. Flood Control added 5 percent to the Engineer's cost estimate when the road elevation was in discussion, Swanson explained.

Covington referenced the proposed agreement and detailed several concerns including a contract provision that prohibits BCVWD comment on change orders, a requirement for BCVWD to provide "local funds" to complete the project if necessary, and a clause indicating that in the event that project costs exceed the actual construction costs, then Flood Control would invoice BCVWD for the difference. Mr. Swanson said he will follow up on concerns.

Covington indicated his main concern is project overruns and pointed out that the costs have continued to creep up. He recognized the amount of work that has gone into the agreement. Directors Ramirez, Slawson and Williams concurred in appreciation of the work done.

Director Hoffman pointed out that the total project cost is \$7,720,000 when including the grant funding, and that Flood Control is the agency determining the project costs while BCVWD has not seen anything showing how those costs were based. Mr. Swanson recalled engineer's cost estimates being revised as design progressed and noted that as the project goes out to bid it will be determined if the estimates were accurate. Mr. Jaggers reviewed sections M and N in the agreement detailing the shared costs and indicated the District's share should be on the order of \$2.79 million. Both agreed there needs to be more clarity in the sections, Covington concurred.

President Covington reminded that last year, the Board authorized \$50,000 for this project and asked if the \$38,000 for plans and specifications was part of that authorization; Mr. Swanson confirmed it was and explained the payment schedule.

Covington asked about the deadline for project completion as required by the grant; Mr. Swanson detailed the schedule and said he expected another round of discussion on the agreement. Mr. Jaggers noted the goal was an end-of-September or early October date to go out to bid.

5. Potential Provision of Water Service and Annexation for a Proposed Multi-Family Residential Development Project – Xenia Avenue, south of 8<sup>th</sup> Street and north of 6<sup>th</sup> Street in the City of Beaumont (Riverside County Assessor's Parcel Nos. 419-160-055, -024 and 419-170-016, -017, -018, -022 & -027)

Mr. Jaggers reminded the Board that this is significant demand, but it is mostly indoor multi-family demand, with 2.46 AF outdoor demand, and there is a chance to recycle a component of the 65.2 AF of the demand.

Senior Engineer Mark Swanson reported that the project required substantial research. Although the property is in the middle of the city, it is not within the District's boundaries, he noted. The proposal is for approximately 194 multi-family residential apartments on a 10.9-acre area, he explained.

The project will require annexation, Swanson advised: One parcel and a portion of another had been annexed into the District, followed by a couple of annexation submissions a few years later that subsequently expired without completion.

The applicant's engineer has submitted some system demands and staff compared the numbers with regional planning data and determined that the density is relatively similar to how these parcels were envisioned, Swanson said. Irrigated area totals only about 1.1. acres, he noted, but the domestic water demand would be about 65.2 AF per year for a total of 104.09 EDUs.

Swanson described the existing infrastructure in Xenia Avenue and 8<sup>th</sup> Street and indicated that staff would work with the project engineer.

President Covington invited public comment. The applicant, Mr. Paul Onufer with Beaumont Land Partners indicated he was present on the call to answer any questions.

Director Ramirez indicated if the District is able, then water should be supplied and said if staff has any concerns, the Board should hear them.

Director Slawson asked for clarification if the project is in compliance with the city's general plan. Mr. Swanson said that in the District's Urban Water Management Plan it was identified as a multi-family project and that the UWMP typically follows the city's general plan.

6. Request for "Will Serve Letter" for Riverside County Assessor's Parcel No. (APN) 402-110-003 located on Jonathan Avenue north of High Street and south of Dutton Street

Senior Engineer Mark Swanson described the property layout (flag lot) and plans for a 2,790 square foot home. Currently, there is an existing pipeline in the front of the property, and in the rear of the property is another water line. In the District's master plan, the Jonathan Avenue line is slated for future upsizing with the line at the rear

ultimately abandoned, Swanson noted. The applicant would be required to take service off Jonathan to avoid having meters in backyards or having to relocate a meter in the future, Swanson said.

One single family unit represents a minimal impact to the water system, Swanson noted. The applicant would be required to pay all applicable fees and non-tract installation charge.

President Covington invited public comment. There was none.

The Board approved the application for water service "Will Serve Letter" for the property located at Riverside County Assessor's Parcel No. (APN) 402-110-003 within the community of Cherry Valley, subject to payment of all fees to the District and securing all approvals from the County of Riverside by the following roll call vote:

MOVED: Slawson	SECONDED: Williams APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams
NOES:	None.
ABSTAIN:	None.
ABSENT:	None.

## 7. Report of the Ad Hoc Communications Committee: Review of Public Relations Budget and Draft Welcome Packet

Director of Finance and Administrative Services and Recording Secretary Yolanda Rodriguez explained that BCVWD uses the services of CV Strategies, a public relations consultant, who has helped the District with several outreach activities. She reminded that President Covington established the Ad Hoc Communications Committee on September 26, 2019 for the purpose of guiding staff in prioritizing the goals of the District related to outreach.

Rodriguez shared an update on the activities of the Committee and the accomplishments of CV Strategies. The 2020 budget for CV Strategies was a not-to-exceed \$100,000 but the activities related to the COVID-19 pandemic were not anticipated and has impacted the budget.

Rodriguez detailed the activities still in the plan: stormwater capture outreach, crisis communication plan, welcome packet, and capacity charges action. As of July 13, total expenditures have been \$77,745, she reported.

Mr. Jaggers added that alternate Committee member Hoffman pointed out some concerns with items in the welcome package, including the current waiver of credit card processing fees due to COVID-19. Jaggers also pointed out that significant budget expenditures were related to finalizing the rate study activities and communicating with the public including the Town Hall meeting. He said the Ad Hoc Committee has been cost effective and has added valuable input.

President Covington asked if the \$22,255 remaining in the budget will suffice to the end of the year. Ms. Rodriguez explained that some activities have been re-prioritized such as responses on social media. She indicated that if there are unforeseen expenses such as related to COVID-19, the Committee may have to come back to the

Board, but CV Strategies is aware the goal of staff is to stick to the budget but the Board may give further direction.

President Covington invited public comment. There was none.

## 8. Update: Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07

General Manager Jaggers acknowledged the challenges being faced by all businesses. He noted a surge in COVID-19 cases and said it is still important to provide services to the ratepayers at the best of ability while protecting District staff.

Jaggers advised that field staff members have been sent home due to potential exposure, but the District has had no positive cases either as primary or secondary point of contact. Social distancing is being practiced and masks are worn if in proximity. Close proximity is being limited to 15 minutes when possible, he noted.

Observations so far, Jaggers advised, is that measures have been successful, and staff is not transmitting the virus via activities or training. He noted a case of another nearby water agency and stated the importance of remaining vigilant. He recommended continuing with the current course and said the District has begun stocking up on Personal Protective Equipment (PPE) for a point when it is comfortable to open.

Jaggers also pointed out there has been lack of ability to get timely tests and results available. Test results are usually a couple of weeks out, he noted. Testing rates in Riverside County have also dropped from 6,000 to 7,000 per day to 4,000, Jaggers noted. He recommended remaining with the District's current course.

#### 9. Legislative Update

President Covington acknowledged the Legislative Update. There were no questions.

#### 10. General Manager's Report

General Manager Jaggers updated the Board on the declared emergency on Well 24 repairs. The new motor arrived, and modifications have been finalized. He said he anticipated the cost of repairs to total approximately \$37,000. When the weather cools, the new motor will be swapped in, Jaggers said.

The survey for the fencing at the Noble Creek Recharge Facility has been finished and final alignment has been discussed, Jaggers reported. Staff is working to get the construction staking done and commencing construction next week.

Mr. Jaggers reminded that the filing deadline for the two Board positions up for election is August 7.

#### 11. Topics for Future Meetings:

None added.

#### 12. Announcements

All the following meetings will be held via teleconference unless otherwise indicated. President Covington read the following announcements:

- Personnel Committee Meeting: Monday, July 27, 2020 at 5:30 p.m.
- Beaumont Basin Watermaster Committee Meeting: Wednesday, Aug. 5, 2020 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, August 6, 2020 at 3:00 p.m.
- Regular Board Meeting: Wednesday, August 12 2020 at 6:00 p.m.
- Engineering Workshop: Thursday, August 27, 2020 at 6:00 p.m.
- Collaborative Agencies Committee Meeting: Wednesday, September 2, 2020 at 5:00 p.m. (teleconference pending)
- District offices will be closed on Monday, September 7, 2020 in observance of Labor Day

#### 13. Adjournment

President Covington adjourned the meeting at 7:54 p.m.

	ATTEST:
DRAFT UNTIL APPROVED	DRAFT UNTIL APPROVED
Director John Covington, President to the Board of Directors of the	Director Lona Williams, Secretary to the Board of Directors of the
Beaumont-Cherry Valley Water District	Beaumont-Cherry Valley Water District



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 3

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Riverside Local Agency Formation Commission (LAFCO) Call for Nominations

for an Alternate Special District Member

#### **Staff Recommendation**

Consider nomination of an individual for appointment to the Riverside LAFCO as Alternate Special District Member.

#### **Background**

Riverside LAFCO is a regulatory agency in California with county-wide jurisdiction, established by the State Legislature in 1963 and governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et. seq.) LAFCO was established to coordinate logical and timely changes in local government boundaries, discourage urban sprawl and encourage orderly and efficient provision of services, such as water, sewer, and fire protection. while agricultural lands are protected. Riverside LAFCO is a state-mandated legislative agency and is independent of county government. More information is available on the website: lafco.org .

The Board of Supervisors chooses two of its members to serve on LAFCO. The Council of Mayors chooses two members of city councils to serve as LAFCO members. **The presiding officers of independent special districts in the County select two members**. The six county, city and special district LAFCO members choose the public member.

In 2018, the Board nominated Director David Hoffman to stand for election to LAFCO.

#### **Summary**

Riverside LAFCO has issued a call for nominations for the above-named position. The Board of Directors may nominate a candidate for potential appointment to a vacancy. The Riverside LAFCO Alternate Special District member must be a board member from any district with the majority of its assessed value within the County of Riverside.

If the Board votes to nominate a candidate, the District recording secretary will prepare the form and deliver it to LAFCO prior to the close of the nomination period on September 21.

The terms of LAFCO members are four years and until appointment of a successor or reappointment of the incumbent. The term of this vacant position expires May 6, 2024.

Fiscal Impact: None.

Attachment(s): LAFCO Notice dated August 3, 2020

Report prepared by Lynda Kerney, Administrative Assistant



August 3, 2020

via electronic mail

#### CALL FOR NOMINATIONS FOR AN ALTERNATE SPECIAL DISTRICT MEMBER OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To the Special District Selection Committee (Presiding Officers of Independent Special Districts of Riverside County c/o District Clerks):

We are commencing a new appointment process for an Alternate Member of the Riverside Local Agency Formation Commission (LAFCO). Selection proceedings will be conducted by electronic mail (e-mail). Specifically, the alternate position is as follows:

Alternate Special District Member-must be a board member from any district with the majority of its assessed value within Riverside County.

Terms of LAFCO Members are four years and until appointment of a successor or reappointment of the incumbent. The term of this position will run until May 6, 2024.

The nomination period for the alternate seat will begin on Monday, August 10, 2020 and close on Monday, September 21, 2020. Any member of the Special District Selection Committee (presiding officer or an alternate board member designated by the governing body) may nominate a member of the legislative body of an independent special district board to fill the position, consistent with the geographic requirements noted above.

All nomination forms must be signed and dated by the presiding officer, or the designee of your District Board of Directors. Once complete, please scan the form and email it to Rebecca Holtzclaw at <a href="mailto:rholtzclaw@lafco.org">rholtzclaw@lafco.org</a>. Nominations must be received in our office by 5 p.m. on Monday, September 21, 2020.

Following the nomination period, a ballot and voting instructions will be sent to SDSC members. However, if only one candidate is nominated, that candidate will be deemed selected with no further proceedings.

If you have any questions, please contact our office.

Sincerely,

Gary Thompson Executive Officer

cc: District Managers



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 4

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Sabrina Foley, Human Resources Coordinator

SUBJECT: Proposed USA Fact Vendor Agreement to Produce Employment Candidate

**Background Checks for a Term of One Year** 

#### **Staff Recommendation**

Review the proposed USA Fact vendor agreement and authorize the General Manager to execute the agreement for a one-year term.

#### **Background**

Due to the COVID-19 international emergency, many organizations, including BCVWD, have moved some or all work to remote working or flexible working arrangements, and many non-essential businesses have closed operations to the public. As a result, the Human Resources Department of BCVWD would like to act proactively to find alternate vendors and procedures to maintain our business operations if a current vendor becomes unavailable.

One vendor that has temporarily closed operations to the public is the UPS Store, which has provided LiveScan fingerprinting for conditional candidates for employment and submitted candidates for background checks with the Department of Justice (DOJ). Although this vendor is currently open to the public, earlier this year they discontinued offering LiveScan services in order to protect their employees from a potential COVID-19 exposure. The UPS Store has resumed this service with limited hours but may suspend it in the future if recommended by public health officials. However, LiveScan fingerprinting through the DOJ is not a standard that BCVWD is required to meet for any new hires, as this process is typically utilized for school districts and other public organizations that work directly with children.

Prior to the COVID-19 emergency, prospective candidates for employment would report to the BCVWD main office by appointment to receive paperwork for the UPS Store's LiveScan services, and \$40.00 in petty cash. The candidate would report to the UPS Store as either a walk-in or with an appointment for LiveScan services within their normal business hours, and the results would be sent directly to the candidate within approximately 5-7 business days. The candidate would then submit the LiveScan receipt to the District for our accounting records, along with the results of their background check with the DOJ. This process is reliant upon the candidate to provide timely results and to communicate proactively with Human Resources, and the limited hours of availability for LiveScan fingerprinting does not provide flexibility to candidates who may be currently working. Additionally, the candidate experience is less professional since they must pick up and use cash to pay for the screening themselves, which could create a less favorable impression of the District's procedures.

Human Resources contacted BCVWD's consultant, HR Dynamics, and received a referral to a business services company called USA Fact (https://www.usafact.com/smart-hire/). USA Fact



provides online-only background screening services for both public and private employers. Human Resources contacted USA Fact to obtain additional information. USA Fact reports an average turnaround time for background checks to be 1.5 business days (turnaround can vary by county; for example, Riverside County typically has a faster turnaround time than Imperial County). USA Fact is accredited by the PBSA (Professional Background Screening Association), which requires minimum standards in Information Security, Compliance, Data Standards, and Business Practices for accreditation.

Human Resources reached out to the City of Poway, which currently uses USA Fact's services for background, employment, and education checks. The City's Human Resources and Risk Management Director responded that they would recommend USA Fact's services. Human Resources also contacted the City of Encinitas, and their Human Resources Analyst also stated satisfaction with their services.

USA Fact has provided an Electronic Account Master Subscriber Agreement (Attachment 1) and a Proposal for Services (Attachment 2) for the Board's consideration. USA Fact provides pricing by service, and the Human Resources Department will have the ability to preview, edit, and approve service packages prior to the background check being conducted and charged to BCVWD. USA Fact's pricing is competitive; Human Resources found other vendors (GoodHire, HireRight) to charge around \$29.99 for a standard background check, with additional set-up fees to implement their services. (USA Fact also implements a \$220 set-up fee; however, it will be waived if the service is used within the first 30 days of the agreement).

Staff recommends consideration of this Vendor partnership in order to maintain business operations and to provide additional efficiencies for the District. Adoption of an online process will improve candidate experience and improve turnaround time, which will make BCVWD a more attractive employer in a volatile candidate market.

#### **Fiscal Impact**

The current vendor, the UPS Store, charges the District \$40.00 per screening. USA Fact offers two packages:

Package	Price per Screening	Counties
Standard National SmartPak	Starts at \$16.89	Additional charges per County
Enhanced National SmartPak	\$26.88	All Counties without additional charges

Staff recommends the Enhanced National SmartPak option, which standardizes the price across screenings, thereby making accounting and budgeting for recruiting costs more accurate and preventing larger costs for candidates who have resided in multiple counties. However, either package represents savings for the District.

USA Fact has also provided a description of fees (Attachment 3) that could be incurred by state and county governments to offset their own internal costs, such as County Clerk fees. However, the District's nearest counties do not currently charge County Clerk fees, as can be seen on pages 5-6 of the attachment and are not likely to be a consideration for most of the District's candidates. These fees are determined by government entities and would remain the same regardless of



background screening vendor. Staff will also review all screening orders for accuracy and for price before submitting an order.

#### Attachment(s)

- 1. Electronic Account Master Subscriber Agreement, USA Fact
- 2. USAFact Proposal for Services
- 3. USAFact Fees Associated with Background Screening

Prepared by Sabrina Foley, Human Resources Coordinator

#### **ELECTRONIC ACCOUNT MASTER SUBSCRIBER AGREEMENT**

#### **GENERAL TERMS AND CONDITIONS:**

#### **Customer Responsibilities:**

- 1. Provide USAFact with ALL applicant information to be searched, including but not limited to:
  - o DOB information
  - o Social Security Number
  - Address information via USAFact's online software
- 2. To act responsibly and follow correct pre-adverse and adverse action procedures in addition to any and all procedures necessary to confirm a positive match between employee/applicant and any adverse information identified by conducting the background.
- 3. In the event of a data entry error on your part, you shall pay for the services USAFact has started to process using the erroneous
- 4. Provide USAFact with a copy of all required applicant consent and authorization documentation upon request.

#### SUBSCRIBER AGREEMENT

This agreement is made and entered into by and between USAFact, Inc., a California Corporation, (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees, and agents (collectively referred to as USAFact) with its principal offices at 6240 Box Springs Blvd, Riverside, California 92507 and client (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees, and agents, and contractors authorized to conduct background screening, collectively referred to as Customer) requesting services from USAFact. Customer certifies that it is not a PI Agency or Credit Repair Clinic.

USAFact is a consumer-reporting agency and provides consumer reports and investigative consumer reports, (Background Screening Reports or Reports) as defined by the Fair Credit Reporting Act (FCRA), 15 U.S.C., &1681 et. seq. USAFact agrees to furnish to Customer upon the Customer's request background screening information in connection with pre-employment and post-employment candidate screening (SmartHire), tenant screening (USATenant), or evaluation of credit worthiness (LendFact).

This Agreement sets forth the terms and conditions pursuant to which USAFact shall provide Background, Credit, and/or Drug Screening Services. USAFact, in its sole discretion, may alter its provision of any Service upon notice to Customer, provided that such alteration does not result in a material adverse change in the Service, as determined in accordance with industry standards. This Agreement shall be effective on the date that this Agreement is executed by both USAFact and Customer. Agreement is deemed executed when customer checks "Yes, I agree" next to "I have read and agree to all of the terms and conditions" and clicks the "Submit" button below these terms and conditions.

#### 1. RESPONSIBILITY OF CUSTOMER

- 1.1. Customer agrees to maintain the confidentiality and integrity of all information provided by USAFact; information includes but is not limited to Investigative Background Reports, Account Numbers, Passwords and any other information requested or received from or through USAFact. Additionally, Customer agrees it is the end user, as defined by the FCRA, of any Reports and guarantees it will not sell, display, or in any way distribute reports to third parties except in response to subpoena, court order, or otherwise as required by law, unless otherwise specifically authorized by the subject of the report to do so. Reports for Customer regarding information on candidates or employees will be requested only by Customers' designated representative(s) for a one-time use only. Candidates and employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties, when so authorized by Customer or when in compliance with state and federal statutes.
- 1.2 USAFact processes all requests from Customer in good faith and Customer agrees that all information submitted to USAFact is truthful and accurate to the best of their knowledge, and that reasonable effort will be made to confirm the identity of the candidate being screened. Furthermore, Customer affirms that each request they submit will comply fully with all applicable local, state and federal laws.
- 1.3 USAFact provides only factual data, not recommendations or interpretations of data collected during the background screening process. Customer agrees that all actions taken based on the contents of reports received from USAFact are based on Customer's own guidelines or criteria. Furthermore, Customer agrees to manage all disputes from candidates that stem from Customer's hiring policies and understands that only disputes related to the accuracy or completeness of the reports supplied by USAFact are the responsibility of USAFact. As an administrative service only, USAFact may adjudicate any consumer reports based on hiring criteria established and provided by Customer (Criteria). USAFact makes no representations regarding the validity, legality or appropriateness of the Criteria. Similarly, USAFact may provide sample applications, criminal history questions or forms to Customers and/or Customer may opt for an additional charge for USAFact to send out pre-adverse and adverse action letters on Customer's behalf. Services including adjudication, providing forms or applications, and adverse action services rendered by USAFact are purely clerical in nature and shall be performed by USAFact solely on behalf of the Customer. Customer retains sole responsibility at all times for complying with applicable law related to these items. All employment-related information collected and decisions made, including hiring, contracting and site-access decisions, are made by the Customer, not by USAFact. Customer shall assume full responsibility for such decisions, and shall indemnify and hold USAFact harmless from any and all claims, losses, damages and any costs (including attorney fees) that may be related to or arise therefrom.
- 1.4 All formats, methods, processes, business functions, and data are to remain the property of USAFact and are provided to Customer for the purposes of employment decisions (SmartHire), tenancy (USATenant), and credit worthiness (LendFact) only. In no event will ownership of any Intellectual Property pass to Customer, and any formats, methods, business functions or data created by USAFact at the request of Customer remain the property of USAFact.

- 1.5 Customer agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. Customer agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination, and destruction of electronic and hard copy This is not a complete or exhaustive list of examples.
- 1.6 Customer understands that any conversation or communication with USAFact's representatives regarding searches, verifications, or other services offered by USAFact are not to be considered a legal opinion or counsel regarding their use. Customer agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information. It is understood that USAFact is not acting as legal counsel and no legal representation has been provided by USAFact in any fashion.
- 1.7 Due date for all invoicing is 30 days from date of invoice unless prior arrangements are made in writing. Customer agrees to pay interest on all amounts not paid by the applicable due date at the rate of the lesser of (a) one and a half percent (1.5%) per month or portion thereof or (b) the highest rate permitted by applicable law. Customer further agrees to pay a \$25.00 returned check fee for any checks that USAFact is unable to process due to insufficient funds, etc. Unless paying by credit card at the time of every transaction, monthly or weekly invoicing (settings may be specified by the client at the time of account set up) shall begin billing the date that Customer actually begins utilizing any Service. Billing for partial months is prorated based on a calendar month, Non-recurring charges, including single order retail transactions, technology set-up and/or installation fees, shall be payable upon delivery of the applicable Service. The rates and charges for screening packages may increase from time to time in an amount proportional to any increases experienced by USAFact in obtaining such services from the underlying government agency, supplier or other servicer. For international services, service may be paid in local currency and any pricing variations due to changes in the monetary exchange rate between the US and the country of service may be charged or credited to the customer without further obligation by USAFact.

#### 2. LEGAL COMPLIANCE RESPONSIBILITY OF CUSTOMER

- 2.1 Fair Credit Reporting Act (FCRA), 15 U.S. & 1681: Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619. Furthermore,
  - 2.1.1 Customer hereby certifies that all of its orders for information products from any USAFact division shall be made, and the resulting reports shall be used only for the "Permissible Purpose" stated by Customer upon account set-up or transactional order and will only be used for purposes as defined in the FCRA when considering an individual for employment, promotion, reassignment, retention as an employee, tenancy or credit, and for no other purpose. (LendFACT and USATenant products and services are expressly for loan origination and tenant screening respectively);

- 2.1.2 Customer understands and agrees that each individual screening report is subject to the provisions of the federal FCRA and to comply with those provisions.
- 2.2 Customer certifies it will not request a Background Report for any FCRA Permissible Purpose unless:
  - 2.2.1 A clear and conspicuous disclosure is first made in writing to the candidate/consumer before the report is obtained, in a document that consists solely of the disclosure, stating that a consumer report may be obtained for employment purposes. Such disclosure will satisfy all requirements identified in Section 606(a) (1) of the FCRA, as well as any applicable state or local laws;
  - 2.2.2 The candidate/consumer signs an authorization granting permission to procure the report;
  - 2.2.3 Information in the background report will not be used in violation of any applicable local, state or federal equal opportunity law or regulation; and
  - 2.2.4 The candidate/consumer is provided a copy of the document published by the Federal Trade Commission entitled, *A Summary of Your Rights Under the Fair Credit Reporting Act* as required by the Consumer Financial Protection Bureau.
- 2.3 Customer further certifies that it will comply with section 604 and section 615 of the FCRA relating to adverse action notification when applicable. If the consumer is denied employment (SmartHire), tenancy (USATenant), or credit (LendFact) or any other adverse action is taken based in whole or in part on the information products provided by USAFact, Customer will provide to the candidate/consumer:
  - 2.3.1 a copy of the report, and;
  - 2.3.2 a description, in writing, of the rights of the consumer entitled A Summary of Your Rights Under the Fair Credit Reporting Act;
  - 2.3.3 notice of his or her right to dispute the information in the report;
  - 2.3.4 the name, address, and toll-free telephone information for USAFact, and;
  - 2.3.5 notification of any applicable state law rights;
  - 2.3.6 After the appropriate waiting period, Customer will issue to the candidate/consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act to notify the candidate/consumer. Customer agrees to report any and all disputed information by the candidate/consumer on any background report to USAFact.
- 2.4 Customer certifies it will maintain copies of written authorization for a minimum of five (5) years from date of request for a background report unless another term is agreed to by both parties in writing before any applicable background reports are ordered;
- 2.5 In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Customer will provide:
  - 2.5.1 information about whether an investigative consumer report has been requested;
  - 2.5.2 if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and

- 2.5.3 USAFact's contact information, including complete address and toll-free telephone number. This information will be provided to the candidate/consumer no later than five (5) days after the request for such disclosure was received from the candidate/consumer or such report was first requested, whichever is the shorter timeframe.
- 2.6 If Obtaining Driving Record (MVR) Information, Customer agrees to comply with all applicable federal, state and local laws including, but not limited to, The Drivers Privacy Protection Act, 18 U.S.C. Section 2721 et seq., (DPPA) when ordering moving violation reports (MVR). Additionally,
  - 2.6.1 Customer shall use the MVR only for employment purposes as defined by the FCRA and any applicable state law; Customer additionally agrees to execute the required state forms from all states requiring said forms, and to obtain the written consent of the candidate to obtain driving records;
  - 2.6.2 Customer must be qualified to do business and hold valid licenses as required to operate in all states where Customer conducts business; Customer certifies that they are operating from a place of business within the United States and not from their home.
- 2.7 Customer must not build their own database or copy or otherwise reproduce the MVR except in connection with the review of the candidate; Customer further agrees it will not sell, distribute, or disseminate the MVR, in whole or in part, to any third party, to distribute any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means, and shall use the MVR solely as an end user; and
- 2.8 Customer shall submit to an audit of Candidate consent forms at the written request of USAFact. In the case of such a request, reasonable notice will be provided and audit will take place during Customers regular business hours;
- 2.9 If Obtaining Credit Report Information: Customer agrees to comply with the following requirements as set for by the Credit Reporting Agencies for the dissemination of credit report:
  - 2.9.1 Customer shall use credit reports obtained from USAFact only for the purpose stated on this account sign-up (employment, tenancy, or credit) as defined by the FCRA and any applicable state law; the Consumer Reports shall be requested by, and disclosed by Customer only to Customer's designated and authorized employees having a need to know and only to the extent necessary to enable Customer to use the Consumer Report(s) in accordance with this Agreement;
  - 2.9.2 Customer additionally agrees to allow USAFact or its designated representative to conduct an industry standard onsite inspection of Customer's facility in order to verify the Customer is a legitimate business, whose facilities are commensurate with the size and purported type of business listed on the application, and the identification and certifications made by the Customer;
  - 2.9.3 Customer must be qualified to do business and hold valid license as required to operate in all states where Customer conducts business; Customer certifies that they are operating from a place of business within the United States and not from their home residence. Operating from Customer's home residence is automatic disqualification from obtaining credit reports;

- 2.9.4 Customer must not build their own database or copy or otherwise reproduce the Credit Report except in connection with the review of the candidate; Customer further agrees they will not sell, distribute, or disseminate the Credit Report, in whole or in part, to any third party and shall use the Credit Report solely as an end user;
- 2.9.5 With just cause, such as violation of these terms of use, or a legal requirement, or a material change in existing legal requirements that adversely affects Customer's Agreement, USAFact may, upon its election, discontinue serving the Customer and cancel the agreement immediately. Customer must not obtain credit reports on themselves. Violation of this condition will result in immediate loss of privilege.
- 2.9.6 Customer understands that the credit bureaus require specific written approval from USAFact before the following person, entity and/or business may obtain credit reports private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not a Customer or decision maker.
- 2.9.7 TransUnion requires us to include the following statement for Customers who will use TU products:
  - 2.9.7.1 End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
  - 2.9.7.2 End User is a US-based business and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
  - 2.9.7.3 End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.

#### 3. RESPONSIBILITIES OF USAFACT

- 3.1 USAFact will comply with all applicable federal, state and local laws in the preparation and transmission of Screening Reports, including but not limited, to the FCRA, DPPA, GLB, and all applicable state laws regarding employment screening;
- 3.2 USAFact will follow Industry Standard Procedures. USAFact will maintain standard operating procedures to confirm to the greatest possible extent that the reported public record information is complete and current. All data will be secured with both physical and software-based security, including encryption of files; all transmissions of data via the Internet will be secured with minimum 128-bit SSL encryption;
- 3.3 USAFact fully complies with the FCRA by providing several avenues for candidates to dispute any factual data on candidate reports. All disputes will be rechecked, analyzed and re-issued if necessary, and action will be taken to ensure the prevention of similar errors;
- 3.4 USAFact will maintain at least 6-years of transaction materials and 5 years of report data available on the USAFact database. All data in regards to complete reports will be available for an indefinite period of time via archived files unless otherwise specified by Customer;
- 3.5 USAFact will maintain the confidentiality of its data acquisition and verification methodology;
- 3.6 USAFact is to relate all verification information, including but not limited to, education and employment references in a readily understandable format to the Customer. Credit, DMV, and Criminal information are supplied in the format from the source it is obtained;
- 3.7 USAFact is to provide Customer access to Credit Bureaus, DMV Reporting Agencies, and other such necessary public record sources that maintain files on individuals, firms, or corporations and record information furnished by its members or Customers or obtained from other available sources. In addition, USAFact is to provide Customer access to criminal conviction histories available as public record and falling within the reporting limits established by the Fair Credit Reporting Act and State Civil Codes. Said conviction records may not have a full history available and, in that event, USAFact shall provide whatever history is available;
- 3.8 USAFact is to exercise its best efforts to deliver information in an expeditious and efficient manner but it shall have no obligation or liability to Customer for any delay or failure caused by outside entities. For example, employer protocols, county court protocols, or educational institution closures that delay the performance of duty for USAFact under this. These examples are not a complete or exhaustive list.

#### 3.9 If Obtaining Drug Testing Reports:

- 3.9.1 USAFact will comply with all Federal, state and local laws, including the FCRA, DOT guidelines, HIPAA, DPPA, A DA, and other applicable laws, with respect to the drug test and;
- 3.9.2 Provide Customer with chain of custody forms and directions to an authorized collection site and;
- 3.9.3 Will provide Customer access to drug testing results, when the necessary release forms are completed by candidate, employee, or sub-contractor.

#### 4. LIMITATION OF LIABILITY

4.1 USAFact will only be liable to the extent that the information contained in the background report is found to be the primary basis upon which Customer incurred injury or damage resulting from the background report furnished by USAFact. USAFact and Customer agree that USAFact shall not be liable to Customer for any other damages, costs, or expenses whatsoever except as expressly agreed to by USAFact. Additionally, USAFact's liability for this section is subject to the information being within USAFact's control as per Section 11 below.

#### 5. INDEMNIFICATION

5.1 Customers accessing TransUnion credit reports, accessing consumer reporting information, and/or accessing Equifax's "The Work Number" must abide by the following vendor indemnification notice. Customer agrees to indemnify, defend and hold USAFact and its vendors, including but not limited to TransUnion and Equifax, harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs, which may be incurred by USAFact based upon the illegal or wrongful use by Customer of the Report(s), the gross negligence or intentional wrongdoing by Customer in connection with the use or obtaining of the Report, claims brought by Customer's Candidates; or Customer's failure to comply with its obligations under the FCRA or other applicable laws. USAFact agrees to indemnify, defend and hold Customer harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs, which may be incurred by USAFact based upon the illegal or wrongful collection of report data by USAFact, the gross negligence or intentional wrongdoing by USAFact in connection with obtaining report data, or USAFact's failure to comply with its obligations under the FCRA or other applicable laws.

#### 6. NON-DISCLOSURE

- 6.1 Each party may have access to certain confidential and proprietary information disclosed by the other party, including, without limitation, information relating to either party's clients, customers, or business operations (including the terms of this Agreement and the rates charged for the Service), whether disclosed orally or in writing by any other media (collectively, Confidential Information). Each party (the Receiving Party) acknowledges that the Confidential Information of the other party (the Disclosing Party) may contain information valuable to the Disclosing Party and that any such Confidential Information shall remain the property of the Disclosing Party. Each party shall use the Confidential Information provided hereunder only for purposes directly related to the purpose for which it was provided and shall restrict disclosure of Confidential Information solely to its employees and subcontractors with a need to know, and not disclose such Confidential Information to any other parties, and otherwise to protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Confidential Information shall not include information that:
  - 6.1.1 was in the public domain at the time it was communicated to the Receiving Party;

- 6.1.2 is rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party; or
- 6.1.3 was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party.
- 6.2 Notwithstanding the above, the Receiving Party shall not be in violation of this Section 6 with regard to a disclosure that is in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with written notice of such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. The obligations of confidentiality of each party under this Section 6 with regard to any disclosure of Confidential Information shall survive for two (2) years from the date of any such disclosure. The parties recognize and agree that any breach of this Section 6 would cause irreparable harm and, accordingly, that injunctive relief is an appropriate remedy to prevent any threatened or ongoing breach of such confidentiality obligations. Notwithstanding anything to the contrary set forth in this Section 6, any disclosure of confidential or proprietary information by means of a third-party attack, probe, theft, or other breach of network security (for which USAFact expressly disclaims all liability as set forth in Section 5) shall not be deemed to be a breach of this Section 6. The terms of this Section 6 shall supersede and replace any non-disclosure or confidentiality agreement entered into by the parties prior to the Effective Date of this Agreement.

#### 7. ASSIGNMENT

7.1 Customer shall not assign this Agreement without the prior written consent of USAFact, which consent shall not be unreasonably withheld. USAFact shall not assign this Agreement without prior written consent of Customer, which consent shall not be unreasonably withheld.

#### 8. BACKGROUND SCREENING FEES

8.1 USAFact's SmartHire, LendFact, or USATenant Packages automatically add fees charged by third parties for information such as government entities, employee record management companies, court documents to verify identification, and educational institutions. Customer agrees to pay fees added to their invoice as part of this automated service. A list of the most common fees and fee details can be found on the fees schedule at: <a href="https://www.usafact.com/fees">https://www.usafact.com/fees</a> While USAFact does attempt to keep the fees schedule current, prices are set by hundreds of various government bodies and can be changed without notice to USAFact. Therefore fees on the fee schedule cannot be guaranteed to be accurate and Customer agrees to pay the actual fees charged to USAFact rather than the fees listed on the fees schedule.

#### 9. TERM

9.1 The terms of this Agreement shall remain in effect from the applicable Effective Date and shall continue for one year, unless otherwise specified. Any Service may be terminated by either party at the end of the applicable Service Term by giving written notice at least ninety (90) days prior thereto, but in the absence of such notice, the applicable Service Term shall automatically renew under the same terms and conditions for a term equal to that of the

original Service Term (such renewal term(s) shall also be referred to herein as a Service Term).

#### 10. SERVICE CREDIT EXCEPTIONS

- 10.1 Service credits shall not be available to Customer in cases where:
  - 10.1.1 the Service is unavailable as a result of:
  - 10.1.2 the acts or omissions of Customer or its employees, contractors, agents, or Customers;
  - 10.1.3 the failure, malfunction, or limitation of throughput of equipment, network, software, applications, or systems not owned or directly controlled by USAFact;
  - 10.1.4 circumstances or causes beyond the control of USAFact, including, without limitation, events of force majeure and third-party attacks on the USAFact Network (such as ping and denial of service attacks);
  - 10.1.5 scheduled maintenance with prior notice posted at usafact.com or orders.usafact.com which URL is subject to change upon prior notice; or
  - 10.1.6 urgent maintenance with notice provided as soon as is commercially practicable under the circumstances; or
  - 10.1.7 Customer is not in compliance with its applicable USAFact Service Agreement.

    Additionally, such credits shall be granted only if Customer provides USAFact with all requested information in an expeditious manner.

#### 11. DISCLAIMER OF WARRANTY

- 11.1 Because the USAFact Services involve conveying information provided to USAFact by other sources, USAFact cannot be an insurer or guarantor of the accuracy or reliability of the information obtained from third parties such as individuals, educational institutions or government agencies. USAFact makes no representation or warranty whatsoever, express or implied, including but not limited to, the accuracy, completeness, up-to-date state, or merchantability or fitness for a particular purpose of the services or that reports will meet customer's needs. USAFact expressly disclaims any and all such representations and warranties on information in the services or the media on or through which the services are provided and shall not be liable to client for any loss or injury arising out of omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the services or information therein. USAFact shall use good faith in attempting to obtain information from sources deemed reliable and, when requested, shall re-verify said information at no cost to Customer, however, Customer recognizes that USAFact cannot guarantee the accuracy of information;
- 11.2 USAFact exercises no control over and accepts no responsibility for the information or content accessible on the Internet. The Internet is not a secure network; confidential or sensitive information should not be transmitted over the Internet or stored on computers directly connected to the Internet. USAFact disclaims any liability for loss or theft of information transmitted over the Internet or stored on computers directly connected to the Internet. The service and any related software and/or equipment are provided on an as is and

as available basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, or Non-infringement. Neither USAFact nor its employees, affiliates, contractors, or agents warrant that the services shall be error-free, uninterrupted, secure, or produce particular results or that the information obtained on the internet shall be reliable or unobjectionable. No advice or information given by USAFact or its employees, affiliates, contractors, or agents shall create a warranty.

#### 12. GOVERNING LAW AND VENUE

12.1This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. Each of the parties hereby irrevocably submit to the exclusive personal jurisdiction of any federal or state court of competent jurisdiction located in Riverside, California, in any action or proceeding relating to this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated by this Agreement.

#### 13. MISCELLANEOUS

13.1 This Agreement constitutes the entire agreement between the parties with respect to the Service and supersedes all prior representations, understandings, and agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder shall remain in full force and effect. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive. This Agreement may be mutually executed when customer checks "Yes, I agree" next to "I have read and agree to all of the terms and conditions" and clicks the "Submit" button below.

#### 14. USES

14.1 We may use the information and data we collect for auditing, research and analysis to operate and improve USAFact products, technologies and services. We may share aggregated non-personal information with third parties outside of USAFact. We may also share information with third parties in limited circumstances, including when complying with legal process, preventing fraud or imminent harm, and ensuring the security of our network and services.

#### 15. ACCESS SECURITY REQUIREMENTS

- 15.1 The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, Customer agrees to the following:
- 15.2 Customer will take reasonable procedures to protect its account number and password so that only key personnel employed by its company know this sensitive information, including not posting this information anywhere in the facility. Customer agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties;

- 15.3 Customer agrees that system access software, whether developed by your company or purchased from a third-party vendor, will have Customers account number and password hidden or embedded and be known only by supervisory personnel. Customer will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, Customer will change its password immediately;
- 15.4 Customer agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of USAFact;
- 15.5 Customer will restrict the ability to obtain consumer information to a few key personnel;
- 15.6 Customer agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them;
- 15.7 Customer agrees it will turn off and lock all devices or systems used to obtain consumer information;
- 15.8 Customer will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them;
- 15.9 Customer agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.

### Prepared For:

Beaumont-Cherry Valley Water District Sabrina Foley, M.Ed, SHRM-CP



Fast Turnaround Times Personalized Customer Service Compliant Screens Simple, Powerful Software

# Proposal for Services





### SmartHire - The Smartest Way to Hire

At USAFact, we've taken over 40 years of experience, and used it to create the background screening industry's most advanced, capable, yet easy-to-use platform. In addition, we've backed it up with award-winning customer service that's dedicated to serving you on a personal level.



# Fast, Powerful Software

Our SmartHire software reduces turnaround times, simplifies data gathering and reduces errors, all while being incredibly easy to use.



#### Accurate Results

As powerful as our software is, we don't expect it to stand alone but instead back it up with Criminal Records Specialists who help ensure every result is 100% accurate.



# Trusted Partner

Rather than just another vendor, we like to be a trusted partner to our clients, growing together in the good times and standing together in the difficult times.



#### Global Services

We service our global client's needs with services in over 200 countries worldwide. In multiple countries, we've developed unique, compliant processes that find more data, faster.



#### Compliance Experts

Our Compliance
Department ensures
our software and
our clients have the
information needed to be compliant
worldwide amid
ever-changing regulations.



#### Convenient Candidate Portal

Our SmartHire Candidate Portal reduces errors and time to hire. It is incredibly convenient for candidates, including the ability to sign authorization forms and check status.



#### PBSA Accredited

USAFact is proud to be officially accredited by the Professional Background Screening Association after undergoing their rigorous auditing process.



#### Dedicated Customer Service

We assign a Client Care Manager to your account. When you call in you get a familiar friend, not a queue where you answer the same questions repeatedly.



### Always Innovating

For over 40 years, we've been at the forefront of the screening industry, integrating new technology as it becomes available with proven service capabilities.



# Extensive Client Customizations

All of our processes and procedures can be customized to our clients' needs, down to custom software development from our in-house Software Developers and SaaS Technicians.

#### Fast, accurate, compliant background screens.



#### Dedicated, friendly customer service staff.

HR departments worldwide have overwhelmingly expressed the top priorities for them are fast turnaround times and great customer service. To meet those needs we provide accurate, compliant background screens that have fast turnaround times to get your candidates placed fast. And we provide a real, live customer service person that is there to help when you have questions or problems. We built our state-of-the-art SmartHire software platform to be easy to use but incredibly powerful, ensuring quick and easy entry by you and your HR staff or directly from the candidate via our Candidate Portal which can be branded to match your company's logos and colors. On the back end, we use the very latest technologies to process your screening requests quickly and accurately, while accounting for the myriad of local laws and regulations across the US and around the world.

When you have a question or concern, your dedicated Client Care Manager is only a call or click away. You or your candidates can call, email or use our online chat to get your questions answered and your problems resolved. Our staff is always courteous, knowledgeable, friendly and helpful.

Thank you for looking to USAFact for your background screening needs. We look forward to being the background screening company that you love.

Sincerely,

Joel Doherty

Sales

### ATS Integrations

Our SmartHire software integrates readily with dozens of Applicant Tracking Systems on the market today. Although not an exhaustive list, below are some of our top integrations. We also have the ability to integrate to custom software with our in-house developers. Contact us today to discuss your integration needs.





### Package Quote and Services Pricing

We've assembled our most commonly requested packages for your review, but please know you can customize any package with any services to create exactly the package options that you need. There is no charge for package creation. Service pricing is listed below so there's no need to guess on what you're paying. Our SmartHire software can be set to show or hide pricing depending on your preference.



Standard National SmartPak		
Package Contents	Quantity	Price
Beyond SSN Trace Our address history and AKA locator service compares your candidate's provided SSN to public records data to verify names, aliases and address information associated with that Social Security Number for the last 7 years	1	\$2.48
County Criminal Records Search  Addresses obtained in the trace above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years.	varies	\$7.71
National Criminal Records Database Search This database contains over 600M records, and includes criminal information for most counties along with global terrorist watch lists. Includes county verifications.	1	\$4.20
National Sex Offender Registry Search  A multi-state sex offender registry that includes hundreds of thousands of offender records nationwide.	1	\$2.50
Total Starting	Package Price:	\$16.89



Enhanced National SmartPak		
Package Contents	Quantity	Price
Beyond SSN Trace Our address history and AKA locator service compares your candidate's provided SSN to public records data to verify names, aliases and address information associated with that Social Security Number for the last 7 years	1	\$2.48
County Criminal Records Search - All Counties Revealed Addresses obtained in the trace above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years.	1	\$17.70
National Criminal Records Database Search  This database contains over 600M records, and includes criminal information for most counties along with global terrorist watch lists. Includes county verifications.	1	\$4.20
National Sex Offender Registry Search A multi-state sex offender registry that includes hundreds of thousands of offender records nationwide.	1	\$2.50

Above packages can be customized with any of the services on the following pages, or create new packages from scratch. Additional services and functionality available, so please discuss your requirements with us.

\$26.88

Total Package Price:

### Service Price List

#### Criminal Searches

#### SSN Broad Trace - Address History and AKA Locator \$2.48 Our address history and AKA locator service compares your candidate's provided SSN to public records data to verify names, aliases and address history information associated with that Social Security Number for the last 7 years. \$3.26 SSN Focus - Address History and AKA Locator Our SSN Focus address history and AKA locator uses TransUnion credit report header information for the submitted SSN to provide names, alias and address history information associated with at Social Security Number for the last 7 years. Site inspection required - please see below for site inspection costs County Criminal Search - each \$7.71 Addresses obtained from one of the traces above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years. Charge is per county, per name, and counties are automatically added to the package and will vary by candidate. County Criminal Search - all counties revealed \$17.70 Addresses obtained one of the traces above are automatically searched by our SmartHire software to reveal felony and misdemeanor convictions for at least the last 7 years. All counties revealed will be automatically searched and included in the package for the stated price. Search is per name. Statewide Criminal Search - each \$7.30 42 states offer some form of statewide repository containing most or all of the county criminal record information for that state for at least 7 years. Some states can be used to replace county criminal searches and some should only be used to supplement county criminal searches. Please discuss your specific requirements with us. Charge is per state, per name and will vary per candidate. \$13.20 Statewide Criminal Search - all states revealed 42 states offer some form of statewide repository containing most or all of the county criminal record information for that state for at least 7 years. Some states can be used to replace county criminal searches and some should only be used to supplement county criminal searches. Please discuss your specific requirements with us. Charge is per name. National Criminal Records Database Search \$4.20 This database contains over 600M records, and includes criminal information for most counties along with global terrorist watch lists. Includes county verifications. \$2.50 National Sex Offender Registry Check A multi-state sex offender registry that includes hundreds of thousands of offender records nationwide. Federal District Criminal Search - each \$4.35 Using the address information from one of the traces above, this search will auto add each federal district your candidate has lived in for the last 7 years. Records information contains federally prosecuted crimes such as kidnapping, tax fraud, drug trafficking and many computer crimes. Charge is per district, per name and will vary per candidate. \$14.00 Federal District Criminal Search - all This will search all 94 federal districts. Records information contains federally prosecuted crimes such as kidnapping, tax fraud, drug trafficking and many computer crimes. This service requires extensive research that can cause possible service delays. Charge is per name.

### Verification Services

### **Basic Education Verification - each**We verify highest degree as well as any additional information obtained from the educational institution, such as dates of

attendance and major. If candidate did not graduate, the report is marked as "discrepant" and "did not graduate."

# Expanded Education Verification - each We verify highest degree as well as any additional information obtained from the educational institution, such as dates of attendance and major. If candidate did not graduate, the report is marked as "discrepant" and "did not graduate." For any issues we will contact the candidate directly and obtain additional information to complete the verification.

Basic Employment Verification - each
Three attempts on three consecutive business days are made to contact the provided supervisor and/or Human Resources. Two email/fax attempts will be made if employer requires written verification. Dates of employment, position and if

# the former employee is available for rehire will be verified. Expanded Employment Verification - each Three attempts on client-requested schedule are made to contact the provided supervisor and/or Human Resources.

Two email/fax attempts will be made if employer requires written verification. If we are unable to reach the contact, we will contact the candidate directly for additional contact information. Dates of employment, position and if the former employee is available for rehire will be verified plus up to 4 custom questions.

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## Service Price List - continued



Page 6

### Verification Services - continued

Verification Services - continued	
Professional Reference Verification  Professional References are called daily for 3 consecutive business days. If an email address is provided for the reference, they are emailed a link to fill out the reference questionnaire online. Follow up emails are sent daily. Our VeriBot automated verification service is available.	\$7.40
Professional License Verification Verification of various professional licenses can be accomplished with this service and includes having the candidate upload a copy of the license via their smart phone or a computer. The uploaded copy is attached to the report for your review.	\$5.40
Identification Services	
Consent Based Social Security Validation The basic trace services above verify a candidate's SSN via an algorithm and the Social Security's Administration's (SSA) Master Death Index. This CBSV service coordinates directly with the SSA to help ensure the SSN used by the candidate is not blended or stolen. Requires an additional wet-signed authorization form. Includes candidate assistance with form.	\$12.20
IndentiFraud Scan - Government ID Verification With just an image of the front and back of a consumer's driver license, passport, or other government-issued ID, IdentiFraud Scan performs multiple authentication checks to verify the authenticity of the identity document.	\$3.80
IdentiFraud Consumer+ - Verification of Identity Data IdentiFraud Consumer+ provides detailed verification of identity data. Fraud Alerts provide warning for instances where the risk of identity fraud may be higher, and integration with Watch List Screening makes it easy to comprehensively identify your candidates with a single service.	\$2.20
IdentiFraud Scan & Consumer+ Bundle Veirfy a candidate's identity data as well as their govenment ID, ensuring that your candidate's ID has been comprehensively verified and their ID card is authentic. Fraud Alerts and Watch List Screening are also included.	\$5.50
MVR and Sanction Services MVR Report - Standard Moving violations assessed against a candidate's driver's license are reported via this service. For counties that have a separate motor vehicle court, only moving violation data is reported. For counties with a combined criminal/motor vehi-	\$2.80
cle court, some criminal information such as DUIs may be reported. Standard processing times of 1-2 days.	Ċ4.40
MVR Report - Express  The same service as explained above for our standard MVR Report, but expedited. Results are delivered from instantly to 1 day.	\$4.40
Fraud and Abuse Control Information Systems (FACIS) - Level 3  Healthcare database info with over 5000 data sources and 75,000+ new records added monthly for exclusions, debarments, disciplinary actions and sanctions. The Level 3 service includes all federal data sources including OIG, SAM including SDN, FDA, DEA, TRICARE, FBI, DOJ, US Treasury Dept and the US State Dept as well as state data from all 50 states.	\$10.00
General Services Administration (GSA/SAM) Sanction search of the General Services Administration sanction list as well as the System for Award Management sanction list. Charge is per name.	\$2.19
Homeland Security Search including OFAC Sanction search of the Office of Foreign Asset Control database including Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, Non-SDN Iran Sanctions List and many others.	\$2.19
Office of the Inspector General (OIG) Sanction search of the Office of the Inspector General's healthcare sanctions database for individuals who have been convicted of Medicare or Medicaid fraud or other health care-related fraud. Monthly subscription available.	\$2.19
Bureau of Industry and Security (BIS) Sanction search of the BIS Entity List of entities engaged in activities that could result in the increased risk of the diversion of exported items to weapons of mass destruction (WMD) programs.	\$2.19
Global Security Search (GSS)  Sanction Search of a host of global sanction databases including America's Most Wanted Fugitive List, Bank of England Sanction List, European Union Terrorism Sanctions List, FDA Office of Regulatory Affairs Debarment List and many others.  Proprietary and Confidential ©2020 USAFact. Inc.	\$3.51

## Service Price List - continued



## Civil Services

Civil Records Search - County  Name search of civil records which include civil registry records, civil family matters and non-criminal civil offenses.  Charge is per name, per county searched.	\$18.00
Civil Records Search - Federal Name search of Federal civil records. The majority of civil cases are tried in county or state court but some cases, such as a case that implicates a federal question or it arises out of Federal law, are heard in Federal court. Per name searched.	\$6.32
Credit Report Pre-Employment Evaluation Report (PEER) for financial service-related positions. Site inspection required - please see below for site inspection costs.	\$10.40
<b>Tax Lien Search</b> A search of federal tax records to determine if the candidate has any tax liens against their name.	\$12.40
Drug Screening Services	
5 Panel Urinalysis Drug Test Urinalysis drug screen utilizing our nationwide network of over 15,000 lab and collection centers. Includes in-network fee, collection fee and Medical Review Officer fee. Includes electronic chain of custody.	\$35.60
7 Panel Urinalysis Drug Test Urinalysis drug screen utilizing our nationwide network of over 15,000 lab and collection centers. Includes in-network fee, collection fee and Medical Review Officer fee. Includes electronic chain of custody.	\$36.60
10 Panel Urinalysis Drug Test Urinalysis drug screen utilizing our nationwide network of over 15,000 lab and collection centers. Includes in-network fee, collection fee and Medical Review Officer fee. Includes electronic chain of custody.	\$39.20
Other Services	
SmartHire Candidate Portal  Our SmartHire platform will email or text your candidate to obtain all necessary information to perform the background screen, including providing disclosures and obtaining authorizations to radically decrease effort and turnaround times.	\$1.44
QuickScreen with Recommendations  Our SmartHire platform will instantly run an address history location on your candidate at the time you place the order, and show you all counties, states and federal districts that are recommended based on that candidates actual history along with total package price based on the recommended services.	\$1.44
Electronic I9 Service with Audit Defense Integrated I9 service ensures you meet the government I9 requirements with little additional work required on your part. Our SmartHire platform ensures you fill out the I9 properly to avoid fines and Audit Defense provides and audit log for ICE review in the event you are audited.	\$5.00
Electronic I9 and eVerify Combo Our full electronic I9 service as described above with the addition of auto-filled eVerify service and submission.	\$6.33
Continuous Criminal Monitoring Monthly criminal monitoring service for existing employees. Charge is per month, per employee.	\$1.24

#### **Additional Services**

USAFact offers hundreds of other services that simply don't have the room to be listed here. If there is any service you would like to run, rest assured we have it. We can prepare a custom quote with exactly the services you require. Our additional Services include:

Customized urinalysis, hair or instant drug screens with specific additional panels such as alcohol, oxycodones, MDMA, Opiates, etc. Multiple employment verifications for a set number of years, set number of employers, or both.

DOT services including drug screening, employment verifications, FMCSA Clearinghouse and Samba Safety Driver Monitoring services. Additional Sanction services such as SEC, HUD, FDA, UNSC, Office of Defense Trade Controls Debarred Persons and many more.

#### **Proposal** for Services

#### Site Inspection

A site inspection is a physical site visit of your business in order to obtain credit products. This is a credit bureau requirement and is performed for USAFact by Trendsource, our independent 3rd-party inspection service. With all the identity theft scams that you see headlines for almost continually, the site inspection is a way to ensure that the company ordering the credit products is indeed the company they claim to be. It has nothing to do with the legitimacy of your company but allows us all to work together to prevent identity theft. A site visit cost is \$100.00. If you are in a rush, there is a rush service available for \$25.00. Please note that the rush charge rushes the setup within USAFact, and not Trendsource. To order a site inspection, please go to our website at <a href="https://www.usafact.com/credit">www.usafact.com/credit</a>

#### Setup Fee

USAFact charges a \$220 setup fee for all new accounts. This fee can be waived simply by ordering any background screening service within 30 days of account setup. This is to encourage you to familiarize yourself with the SmartHire platform and get started using background screening services. If you get your account setup and have a delay in ordering, please reach out to your Client Care Manager and we'll work with you to avoid the setup fee. Setup fees for accounts that do not order within the first 30 days are billed on your first invoice.

#### **Setup Process**

Upon completing our sign up form (<a href="www.usafact.com/setup">www.usafact.com/setup</a>) your account will be forwarded to our Tech department to be built. Prior to sign up and until you hear from us via email that the account is ready to be used, your main point of contact will be your Sales Executive, who's contact information is on the first page of this proposal. Feel free to reach out with any questions or concerns. Once your account is built, you will receive an email from us that provides you login credentials to your new account and introduces you to your dedicated Client Care Manager (CCM). From this point forward, your CCM is your point of contact for any and all background screening matters. Your sales executive remains attached to your account, and if for any reason you wish to reach out to him or her, you are more than welcome to but the day-to-day functioning of the account will reside with your CCM.

#### **Training**

Initial training in the use of our SmartHire software platform is included in your setup fee. We have three initial training options based on your level of comfort with the software and the size and number of users at your company:

- Webinar training for 4-50 users
- One-on-one training for up to 3 users
- Initial order walk through assistance for 1st order

Additionally, available from within the SmartHire platform, you will have access to our SmartHire Quick Start Guide and well as our SmartHire Users Manual. For Frequently Asked Questions about our SmartHire service, please see our SmartHire Knowledge Base (usafact.zendesk.com).

#### **Understanding Packages**

It's important to note that the package price listed above for the Standard National SmartPak (or any package with standard functionality) is most likely *not* the price you will pay. In order to save you money, USAFact only charges for the services you need. Most packages use an Address History Locator to determine where your candidate has lived in the past 7 years. Everyone has a different address history so every candidate will have different results. Some of your candidates will have lived in just one county for the past 7 years and some will live in 3 or 4 or more counties. Once we have the address history information, we pull individual county searches for you and charge you for each county. So if your candidate has lived in 2 counties, then we'll add 1 additional county to the county already included in the package above. If they lived in 3, we'll add 2 counties to the county already included in the package above. The average person has lived in 2.3 counties so the average screen will add 1.3 counties to the package above. Pretty simple after all. The same goes for Federal District searches or Statewide Searches. Bottom line, we'll only charge you for the specific services you need to get the results you requested. If you prefer a package that is all inclusive (except for fees), you may order the Enhanced National SmartPak above, which will not change price no matter how many (or few) counties your candidate has lived in. If you have any questions about how these packages function, please be sure to talk to your Sales Executive.

#### Package Functionality

Package prices are, unless otherwise specifically stated, per name searched. Additional counties of residence and AKAs (Also Known As names or aliases) will be revealed in the address history and AKA locator results. Revealed counties are run automatically at the additional cost noted above. AKAs can be run upon client request. Federal District and Statewide Criminal searches, if present in the package, will also be automatically added at the additional cost noted above based on the address history results.

#### **Proposal for Services**

#### Fees

Some counties, states and 3rd party vendors such as The Work Number or The Student Clearinghouse, charge an access fee for the use of their services. This fee is charged to all CRAs or anyone obtaining the data. USAFact pays these fees and then invoices you for them at our cost. Most counties do not have any access fee but some, like some New York counties, charge over \$100 for access. It is important you are aware that the access fees can easily exceed the cost of the background screen in such instances. Any government or 3rd party access fees, including court fees, state repository fees, MVR fees, employment verification fees, education verification fees, are passed through to you, the client. For a detailed access fee list (subject to change without notice), please see our fees document at <a href="https://www.usafact.com/fees">www.usafact.com/fees</a>

#### Branded SmartHire Platform

USAFact offers branded versions of our SmartHire software platform using your company logo and colors. The regular SmartHire site used by you and your users as well as the SmartHire Candidate Portal used by your candidates are branded. You may customize the SmartHire banner image as well as choose the system color used for buttons, headers etc. Once branded, users and candidates will see your company logo and colors rather than USAFact. However, all contact information for help and dispute resolution is still USAFact information, and we will of course handle any questions or concerns from your staff or candidates. If you would like to customize your SmartHire dashboard, please use this link: <a href="https://www.usafact.com/customdashboard">www.usafact.com/customdashboard</a>

#### **Custom/Branded Training Services and Materials**

USAFact also offers branded training materials for your account. The SmartHire Quick Start Guide, the SmartHire User Manual and various process documents can all be customized to use your company's branding. Price is dependent on the scope of work and number of materials created and printed. Please contact your Sales Executive to discuss how we can provide this service for you.

#### Adverse Action

Adverse Action is a process required by the Fair Credit Reporting Act that you must adhere to. If you use any information contained within a consumer report (such as the background screen reports provided by USAFact) to make the decision not to hire the candidate, you must complete the adverse action process. Our SmartHire platform makes this simple and easy with two different options for maintaining compliance with Adverse Action.

Option 1: Self Service Adverse Action \$0.90

When you need to perform Adverse Action on a candidate that you are denying the job based on information contained in their report, simply click on the Pre Adverse and Adverse Action buttons on the report review page for the candidate you wish to perform adverse action on. Custom letters will be generated and you may mail them in accordance with your Adverse Action Procedure

Option 2: Full Service Adverse Action

1st Class Mail Pre-Adverse and Adverse \$5.55 Email Pre-Adverse and Adverse \$3.82

When you need to perform Adverse Action on a candidate that you are denying the job based on information contained in their report, simply Add to Report and Select the appropriate Adverse Action process. USAFact will send the pre-adverse and adverse action letters on your behalf and will include date and time codes in the background screen report.

We have endeavored to cover all the questions you might have when deciding whether or not to choose USAFact for your background screening provider, but if you have any additional questions not covered in this proposal, we welcome you to contact us. You may contact your Sales Executive, whose information is on the front page of this proposal, or by calling 800-547-0263, or by using our Contact Form at <a href="https://www.usafact.com/contact-sales">www.usafact.com/contact-sales</a>





## Fees Associated with Background Screening

## 2019 Update



## **Background Screening Fees**

Information sources, such as national organizations and government agencies, attach fees associated with the background screening process to help offset the costs required to produce, organize and protect information. This document contains pricing and some background information related to how USA SmartHire, USATenant, and LendFACT incorporate these costs.

#### **State Fees Summary**

State government entities attach fees associated with the background screening process to help offset their own internal costs. A chart detailing how the fee structure works for each entity is shown on pages 11 and 12. Fees contained on this list are subject to change at any time and without notice.

#### **I. DMV State Fees**

Each state's DMV charges an access fee per Motor Vehicle Report (MVR). There are state-approved providers that must be used to access the state's system, which adds a small additional fee per report retrieved. The state and provider's fees are combined as a third-party fee listed on page 10, which are additional to the charges from our services.

#### **II. County Criminal State Fees**

Many County Courts across the U.S. charge a fee for record research and/or to provide case files for review. These fees help offset their own internal costs. A chart detailing how the fee structure works for each entity is shown on pages 5-9. Fees contained on this list are subject to change at any time and without notice.

#### **III. Worker's Compensation State Fees**

Some states charge an access fee for workers' compensation records. The fees listed in the table on page 11 are additional to our service charges.

#### **About Us**

For over 38 years, USAFact has been recognized as the hiring solution provider with the most accurate, up to date, and thorough background screens in the industry USA SmartHire is USAFact's trademark for leading online pre-employment screening and drug testing services. USATenant™ is a specialized brand that represents USAFact's Tenant Screening Division. LendFACT™ rounds out the USAFact offering with specialized screening solutions for banking and loan origination demands. USAFact uses these solutions to combine the latest Internet technologies with an experienced, professional staff to deliver a proven resource to thousands of clients. Processing thousands of reports daily, USAFact offers a variety of screening packages for businesses of any size. From the small non-profit to the Fortune 500, USA SmartHire<sup>TM</sup>, LendFACT<sup>TM</sup> and USATenant<sup>™</sup> provide services custom-tailored to a client's individual needs. For additional information on USAFact's products and services please visit www.usafact.com, or call 1.800.547.0263.



#### **Verification Service Fees**

# **Database Agencies for Employment Verifications**

Employment verifications are processed via a call center where trained telephone operators call employers requesting verification of information provided on an application in addition to requesting reference information about the work habits of the applicant. The evolution of background screening produced a market for employment record databases to be stored and used to verify employment. Agencies such as The Work Number created the business model of accepting employment verification requests for large companies who did not want the burden of receiving these requests. Verification agencies receive large numbers of employment records from their clients (employers) and use that information to create large databases employment records charging access fees to background companies. These fees range from \$5 to \$40 (standard Work Number search is \$16.32) and are in addition to our service charge for employment verification information. On very rare occasions, there are employers that charge fees for obtaining prior employment information to help cover the cost of the verification. These fees are also in addition to our service charge for employment verification information.

# **Database Agencies for Education Verifications**

The verification of degrees, certificates, etc. are primarily accomplished directly through the educational institution via a call center and trained telephone operators. However, very similar to the trend for employment verifications, many of the universities nation's and colleges employing agencies to create and maintain databases of current and former students. The institutions utilizing services such as The National Student Clearinghouse (NSC) require background screening companies to process verifications through the agency. Degree verification fees from these agencies average between \$5 and \$20 (NSC is \$10.25) in addition to our service fee to

obtain the information. There are occasions when educational institutions will charge fees to access educational information from their own databases. These fees as well as those for transcripts and degree copies are also an additional charge.

#### **Language Line Services**

The Language Line Service is utilized to perform international verifications, when necessary. Expenses for these services range from \$10 to \$80, depending on the length of the call and the country being called.

#### **Summary**

Our pricing reflects the cost of the services we provide to our clients. Governmental and outside agency fees associated with obtaining background information across the country such as state DMV fees, county clerk retrieval fees, and verification services are billed in addition to our service charges. These fees are very inconsistent and it would not be practical to continuously adjust our pricing to accommodate the changes and regional considerations for these fees.

We publish this fee schedule because it has been our experience that it helps our clients manage their budget better when they know that all counties, states, universities, and employers are not uniform in their fee structure for retrieving background information.



## **Billing Scenarios**

**Scenario 1:** Within the last seven years, candidate has resided in two different counties in California (no statewide search available) and one in Iowa. We process the order as two California counties, the current Iowa county of residence, two employment verifications and an Iowa MVR report. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[2] CA Counties @ 13.50 ea.	\$27.00	\$20.00 <sup>1</sup>	\$47.00
[1] IA County @ 13.50 ea.	\$13.50	\$0.00	\$13.50
[1] IA MVR @ 5.00 ea.	\$5.00	\$9.20 <sup>2</sup>	\$14.20
[2] Employment Verifications @ 12.00 ea.	\$24.00	\$16.32 <sup>3</sup>	\$40.32
Total:			\$115.02

- 1. Clerk fees of \$15 and \$5 are collected for access
- 2. IA DMV state fee for MVR processing is \$9.20
- 3. One Employment required the use of the work number at an additional fee of \$16.32

**Scenario 2:** Within the last seven years, candidate has resided in one county in New York and within a Canadian province. This pricing scenario includes a New York County, the Canadian province, a national sex offender search, and a New York MVR. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[1] NY County @ 13.50 ea.	\$13.50	\$95.00 <sup>1</sup>	\$108.50
[1] CDN Province @ 29.00 ea.	\$29.00	\$0.00	\$29.00
[1] NY DMV @ 5.00 ea.	\$5.00	\$7.70 <sup>2</sup>	\$12.70
[1] Nat'l Sex Offender @ 10.00 ea.	\$10.00	\$0.00	\$10.00
Total:			\$160.20

- 1. A NY county charges a \$95.00 clerk fee to access information
- 2. NY DMV state fee for MVR processing is \$7.70

Scenario 3: The female candidate is applying for a top level executive position. A search reveals that the Candidate has resided in Illinois and California, but currently resides in New York. She has been married in the last year, thus an AKA applies for this report. This pricing scenario includes a credit history, criminal background checks for all counties lived in for all names, verification of last two employers, Bachelor's degree from USC, and a New York Driver's License. Itemized Pricing:

Service Description	Service fee	Gov't fee	Total
[1] Address History and AKA Locator @ \$5.00 ea	\$5.00	\$0.00	\$5.00
[1] Credit Report @ \$16.00 ea	\$16.00	\$0.00	\$16.00
[2] NY Counties @ 13.50 ea.	\$27.00	\$190.00 <sup>1</sup>	\$217.00
[2] CA Counties @ 13.50 ea.	\$27.00	\$9.00 <sup>2</sup>	\$36.00
[2] IL Counties @ 13.50 ea.	\$27.00	\$0.00 <sup>3</sup>	\$27.00
[1] NY DMV @ 5.00 ea.	\$5.00	\$7.70 <sup>4</sup>	\$12.70

Service Description	Service fee	Gov't fee	Total
[2] Employment Verifications @ 12.00 ea.	\$24.00	\$14.50 <sup>5</sup>	\$38.50
[1] Education Verification @10.00 ea.	\$10.00	\$10.256	\$20.25
Total:			\$372.45

- 1. AKA drove two checks in 1 NY county: \$95x2 in clerk fees to access information
- 2. AKA drove two \$4.50 CA county fees: \$9.00 in court fees to access information
- 3. AKA drove two \$0 IL county fees: No clerk charge for IL counties
- 4. NY DMV State fee for MVR processing is \$7.70
- 5. One employer required use of JobTrax for \$14.50 fee
- 6. NSC was used for a \$10.25 education verification fee.

Scenario 4: The female candidate is applying for a top level executive position. A search reveals that the Candidate has resided in Illinois, Colorado, Texas and California, but currently resides in New York. She has been married in the last year, thus an AKA applies for this report. This pricing scenario includes a credit history, criminal background checks for all counties\* lived in for all names, verification of last two employers Bachelor's degree from USC, and a New York Driver's License.

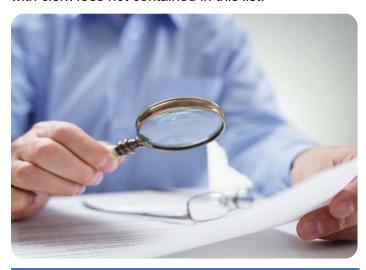
\* In this scenario the employer has requested that USA SmartHire<sup>TM</sup>, LendFACT<sup>TM</sup>, or USATenant<sup>TM</sup> be programmed to always upgrade one or more county searches into a single statewide search, when available. Itemized Pricing:

Service Description	Service	Gov't	Total
	fee	fee	
[1] Address History and AKA	\$5.00	\$0.00	\$5.00
Locator @ \$5.00 ea			
[1] Credit Report @ \$16.00 ea	\$16.00	\$0.00	\$16.00
[2] NY Counties @ 13.50 ea.	\$27.00	\$190.00 <sup>1</sup>	\$217.00
[2] CA Counties @ 13.50 ea.	\$27.00	\$0.00 <sup>2</sup>	\$27.00
[2] CO Statewide (auto-upgraded	\$18.00	\$9.00 <sup>3</sup>	\$27.00
from county) @ \$9 ea.			
[2] TX Statewide @ \$14.00 ea.	\$28.00	\$6.30 <sup>3</sup>	\$34.30
[1] TX County to verify Statewide	\$13.50	\$0.00	\$13.50
result @ \$13.50 ea.			
[2] IL Counties @ 13.50 ea.	\$27.00	\$0.00	\$27.00
[1] NY DMV @ 5.00 ea.	\$5.00	\$7.70 <sup>5</sup>	\$12.70
[2] Employment Verifications @	\$24.00	\$0.00	\$24.00
12.00 ea.			
[1] Education Verification @10 ea.	\$10.00	\$10.256	\$20.25
Total:			\$423.75

- 1. AKA drove two checks in 1 NY county: \$95x2 in clerk fees to access information
- 2. AKA drove two CA county searches: County did not have county clerk fees
- AKA drove two CO Statewide searches: Fee of \$4.50 is charged per search by the State
- AKA drove two TX Statewide searches: Fee of \$3.15 is charged per search by the State
- 5. NY DMV state fee for MVR processing is \$7.70.
- 6. NSC was used for a \$10.25 education verification fee.

## **County Clerk Fees**

The table is a full list of all additional clerk and/or service fees that may be charged for research. Starting with county record fees, the list also includes a variety of other fee-oriented products. While this is a very comprehensive list, there may be other counties with clerk fees not contained in this list.



Search Type	ST	County	Fee	
County_Civil	CA	ALPINE	\$	15.00
County_Civil	CA	COLUSA	\$	5.00
County_Civil	CA	GLENN	\$	15.00
County_Civil	CA	IMPERIAL	\$	15.00
County_Civil	CA	INYO	\$	15.00
County_Civil	CA	LASSEN	\$	15.00
County_Civil	CA	MARIPOSA	\$	15.00
County_Civil	CA	MENDOCINO	\$	15.00
County_Civil	CA	MODOC	\$	15.00
County_Civil	CA	MONO	\$	15.00
County_Civil	CA	PLUMAS	\$	15.00
County_Civil	СО	ALL UNLISTED COUNTIES	\$	0.75
County_Civil	FL	CALHOUN	\$	14.00
County_Civil	FL	FRANKLIN	\$	14.00
County_Civil	FL	GILCHRIST	\$	14.00
County_Civil	FL	GULF	\$	14.00
County_Civil	FL	MADISON	\$	14.00
County_Civil	FL	NASSAU	\$	14.00
County_Civil	FL	SUWANNEE	\$	14.00
County_Civil	FL	TAYLOR	\$	14.00
County_Civil	FL	WASHINGTON	\$	14.00
County_Civil	KY	ANDERSON	\$	20.00
County_Civil	LA	TENSAS	\$	20.00

Search Type	ST	County	Fe	ee
County_Civil	ME	ANDROSCOGGIN	\$	20.00
County_Civil	ME	AROOSTOOK	\$	20.00
County_Civil	ME	CUMBERLAND	\$	20.00
County_Civil	ME	FRANKLIN	\$	20.00
County_Civil	ME	HANCOCK	\$	20.00
County_Civil	ME	KENNEBEC	\$	20.00
County_Civil	ME	KNOX	\$	20.00
County_Civil	ME	LINCOLN	\$	20.00
County_Civil	ME	OXFORD	\$	20.00
County_Civil	ME	PENOBSCOT	\$	20.00
County_Civil	ME	PISCATAQUIS	\$	20.00
County_Civil	ME	SAGADAHOC	\$	20.00
County_Civil	ME	SOMERSET	\$	20.00
County_Civil	ME	WALDO	\$	20.00
County_Civil	ME	WASHINGTON	\$	20.00
County_Civil	ME	YORK	\$	20.00
County_Civil	MI	BARRY	\$	5.00
County_Civil	MI	BERRIEN	\$	11.00
County_Civil	MI	CASS	\$	10.00
County_Civil	MI	CHEBOYGAN	\$	5.00
County_Civil	MI	CHIPPEWA	\$	5.00
County_Civil	MI	CLARE	\$	8.00
County_Civil	MI	DELTA	\$	20.00
County_Civil	MI	DICKINSON	\$	20.00
County_Civil	MI	GRATIOT	\$	10.00
County_Civil	MI	HILLSDALE	\$	10.00
County_Civil	MI	HOUGHTON	\$	20.00
County_Civil	MI	HURON	\$	5.00
County_Civil	MI	IONIA	\$	5.00
County_Civil	MI	IRON	\$	10.00
County_Civil	MI	KALKASKA	\$	5.00
County_Civil	MI	KENT	\$	6.50
County_Civil	MI	LAKE	\$	5.00
County_Civil	MI	MACINAC	\$	10.00
County_Civil	MI	MARQUETTE	\$	10.00
County_Civil	MI	MECOSTA	\$	5.00
County_Civil	MI	MENOMINEE	\$	14.00
County_Civil	MI	MIDLAND	\$	5.00
County_Civil	MI	MISSAUKEE	\$	5.00
County_Civil	MI	MONTCALM	\$	16.00
County_Civil	MI	MUSKEGON	\$	10.00
County_Civil	MI	OCEANA	\$	5.00
County_Civil	MI	OSCODA	\$	2.00
County_Civil	MI	OTSEGO	\$	5.00
County_Civil	MI	ROSCOMMON	\$	5.00
County_Civil	MI	SANILAC	\$	10.00
County_Civil	MI	SCHOOLCRAFT	\$	10.00

Search Type	ST	County	F	ee
County_Civil	MI	TUSCOLA	\$	5.00
County_Civil	MI	VAN BUREN	\$	7.00
County Civil	MI	WEXFORD	\$	5.00
County_Civil	MN	CASS	\$	8.00
<u> </u>			\$	
County_Civil	MT	MINERAL SWEET GRASS		14.00
County_Civil County_Civil	MT		\$	
County_Civil	ND	DIVIDE GRIGGS	\$	10.00
7-	ND	SLOPE	\$	10.00
County_Civil	ND			
County_Civil	NH	ALL UNLISTED COUNTIES	\$	10.00
County_Civil	NV	CARSON CITY	\$	7.00
County_Civil	NV	CHURCHILL	\$	3.50
County_Civil	NV	DOUGLAS	\$	3.50
County_Civil	NV	ELKO	\$	4.00
County_Civil	NV	EUREKA	\$	3.50
County_Civil	NV	LYON	\$	3.50
County_Civil	NV	MINERAL	\$	7.00
County_Civil	NV	NYE	\$	3.50
County_Civil	NV	PERSHING	\$	7.00
County_Civil	NV	STOREY	\$	3.50
County_Civil	NV	WHITE PINE	\$	3.50
County_Civil	NY	RENSSELAER	\$	9.00
County_Civil	NY	ST. LAWRENCE	\$	9.00
County_Civil	NY	WYOMING	\$	9.00
County_Civil	PA	CAMBRIA	\$	3.00
County_Civil	PA	LUZERNE	\$	15.00
County_Civil	PA	SOMERSET	\$	5.00
County_Civil	SD	ALL UNLISTED COUNTIES	\$	20.00
County_Civil	TN	CARROLL	\$	5.00
County_Civil	TN	HUMPHREYS	\$	7.00
County_Civil	WY	BIG HORN	\$	10.00
County_Criminal	AL	ALL UNLISTED COUNTIES	\$	0.80
County_Criminal	AR	YELL	\$	3.00
County_Criminal	ΑZ	NAVAJO	\$	25.00
County_Criminal	CA	ALPINE	\$	15.00
County_Criminal	CA	COLUSA	\$	5.00
County_Criminal	CA	GLENN	\$	15.00
County_Criminal	CA	IMPERIAL	\$	15.00
County_Criminal	CA	INYO	\$	15.00
County_Criminal	CA	LASSEN	\$	15.00
County_Criminal	CA	LOS ANGELES	\$	5.00
County_Criminal	CA	MARIPOSA	\$	15.00
County_Criminal	CA	MENDOCINO	\$	15.00
County_Criminal	CA	MODOC	\$	15.00
County_Criminal	CA	MONO	\$	15.00

Search Type	ST	County	Fe	е
County_Criminal	CA	PLUMAS	\$	15.00
County_Criminal	СО	ALL UNLISTED COUNTIES	\$	0.75
County_Criminal	FL	BRADFORD	\$	14.00
County_Criminal	FL	CALHOUN	\$	14.00
County_Criminal	FL	FRANKLIN	\$	14.00
County_Criminal	FL	GADSDEN	\$	14.00
County_Criminal	FL	GILCHRIST	\$	14.00
County_Criminal	FL	GULF	\$	14.00
County_Criminal	FL	MADISON	\$	14.00
County_Criminal	FL	NASSAU	\$	14.00
County_Criminal	FL	SUWANNEE	\$	14.00
County_Criminal	FL	TAYLOR	\$	14.00
County_Criminal	FL	UNION	\$	14.00
County_Criminal	FL	WALTON	\$	14.00
County_Criminal	FL	WASHINGTON	\$	14.00
County_Criminal	HI	ALL UNLISTED COUNTIES	\$	6.50
County_Criminal	KS	COWLEY	\$	1.25
County_Criminal	KS	GRAHAM	\$	1.25
County_Criminal	KS	LABETTE	\$	1.25
County_Criminal	KS	SEDGWICK	\$	1.25
County_Criminal	KS	WYANDOTTE	\$	1.25
County_Criminal	KY	ANDERSON	\$	20.00
County_Criminal	LA	CAMERON	\$	10.00
County_Criminal	LA	CATAHOULA	\$	14.00
County_Criminal	LA	TENSAS	\$	20.00
County_Criminal	ME	ALL UNLISTED COUNTIES	\$	40.00
County_Criminal	ME	ANDROSCOGGIN	\$	40.00
County_Criminal	ME	AROOSTOOK	\$	20.00
County_Criminal	ME	CUMBERLAND	\$	20.00
County_Criminal	ME	FRANKLIN	\$	20.00
County_Criminal	ME	HANCOCK	\$	20.00
County_Criminal	ME	KENNEBEC	\$	20.00
County_Criminal	ME	KNOX	\$	20.00
County_Criminal	ME	LINCOLN	\$	20.00
County_Criminal	ME	OXFORD	\$	20.00
County_Criminal	ME	PENOBSCOT	\$	20.00
County_Criminal	ME	PISCATAQUIS	\$	20.00
County_Criminal	ME	SAGADAHOC	\$	20.00
County_Criminal	ME	SOMERSET	\$	20.00
County_Criminal	ME	WALDO	\$	20.00
County_Criminal	ME	WASHINGTON	\$	20.00
County_Criminal	ME	YORK	\$	40.00
County_Criminal	MI	ALCONA	\$	10.00
County_Criminal	MI	ALGER	\$	5.00
County_Criminal	MI	ALLEGEN	\$	5.00

Search Type	ST	County	Fe	ee
County_Criminal	MI	ARENAC	\$	15.00
County_Criminal	MI	BARRY	\$	10.00
County Criminal	MI	BERRIEN	\$	10.00
County_Criminal	MI	BRANCH	\$	10.00
County_Criminal	MI	CASS	\$	20.00
County_Criminal	MI	CHIPPEWA	\$	5.00
County_Criminal	MI	CLARE	\$	7.00
County_Criminal	MI	DELTA	\$	20.00
County_Criminal	MI	DICKINSON	\$	5.00
County_Criminal	MI	EMMET	\$	5.00
County_Criminal	MI	GOGEBIC	\$	50.00
County_Criminal	MI	GRATIOT	\$	12.00
County_Criminal	MI	HILLSDALE	\$	20.00
County_Criminal	MI	HOUGHTON	\$	40.00
County_Criminal	MI	HURON	\$	5.00
County_Criminal	MI	IONIA	\$	8.00
County_Criminal	MI	IOSCO	\$	10.00
County_Criminal	MI	IRON	\$	15.00
County_Criminal	MI	KALKASKA	\$	5.00
County_Criminal	MI	KENT	\$	6.00
County_Criminal	MI	KEWEENAW	\$	10.00
County_Criminal	MI	LAKE	\$	5.00
County_Criminal	MI	LENAWEE	\$	12.00
County_Criminal	MI	MACINAC	\$	10.00
County_Criminal	MI	MACKINAC	\$	10.00
County_Criminal	MI	MARQUETTE	\$	10.00
County_Criminal	MI	MECOSTA	\$	5.00
County_Criminal	MI	MENOMINEE	\$	10.00
County_Criminal	MI	MIDLAND	\$	5.00
County_Criminal	MI	MISSAUKEE	\$	5.00
County_Criminal	MI	MONTCALM	\$	17.00
County_Criminal	MI	MONTMORENCY	\$	5.00
County_Criminal	MI	MUSKEGON	\$	6.00
County_Criminal	MI	OCEANA	\$	5.00
County_Criminal	MI	OGEMAW	\$	5.00
County_Criminal	MI	ONTONAGON	\$	5.00
County_Criminal	MI	OSCEOLA	\$	5.00
County_Criminal	MI	OSCODA	\$	10.00
County_Criminal	MI	OTSEGO	\$	5.00
County_Criminal	MI	SAINT JOSEPH	\$	1.00
County_Criminal	MI	SANILAC	\$	10.00
County_Criminal	MI	SCHOOLCRAFT	\$	10.00
County_Criminal	MI	SHIAWASEE	\$	10.00
County_Criminal	MI	SHIAWASSEE	\$	10.00
County_Criminal	MI	ST. JOSEPH	\$	1.00
County_Criminal	MI	TUSCOLA	\$	5.00
County_Criminal	MI	VAN BUREN	\$	7.00

Search Type	ST	County	Fe	e
County_Criminal	MI	WEXFORD	\$	5.00
County_Criminal	MO	KNOX	\$	7.50
County_Criminal	MO	TANEY	\$	7.50
County_Criminal	MS	GEORGE	\$	1.00
County_Criminal	MT	ALL UNLISTED COUNTIES	\$	14.00
County_Criminal	MT	BEAVERHEAD	\$	10.00
County_Criminal	MT	BIG HORN	\$	25.00
County_Criminal	MT	CARBON	\$	10.00
County_Criminal	MT	CASCADE	\$	10.00
County_Criminal	MT	CHOUTEAU	\$	14.00
County_Criminal	MT	CUSTER	\$	25.00
County_Criminal	MT	DANIELS	\$	14.00
County_Criminal	MT	DAWSON	\$	14.00
County_Criminal	MT	DEER LODGE	\$	5.00
County_Criminal	MT	FALLON	\$	39.00
County_Criminal	MT	FERGUS	\$	10.00
County_Criminal	MT	FLATHEAD	\$	10.00
County_Criminal	MT	GALLATIN	\$	25.00
County_Criminal	MT	GARFIELD	\$	14.00
County_Criminal	MT	GLACIER	\$	14.00
County_Criminal	MT	GOLDEN VALLEY	\$	14.00
County_Criminal	MT	GRANITE	\$	7.00
County_Criminal	MT	HILL	\$	16.00
County_Criminal	MT	JEFFERSON	\$	20.00
County_Criminal	MT	JUDITH BASIN	\$	14.00
County_Criminal	MT	LAKE	\$	10.00
County_Criminal	MT	LEWIS AND CLARK	\$	14.00
County_Criminal	MT	LIBERTY	\$	17.00
County_Criminal	MT	LINCOLN	\$	6.00
County_Criminal	MT	MADISON	\$	14.00
County_Criminal	MT	MINERAL	\$	39.00
County_Criminal	MT	MISSOULA	\$	10.00
County_Criminal	MT	MUSSELSHELL	\$	14.00
County_Criminal	MT	PARK	\$	25.00
County_Criminal	MT	PETROLEUM	\$	14.00
County_Criminal	MT	PHILLIPS	\$	14.00
County_Criminal	MT	POWDER RIVER	\$	25.00
County_Criminal	MT	PRAIRIE	\$	14.00
County_Criminal	MT	RAVALLI	\$	5.00
County_Criminal	MT	RICHLAND	\$	25.00
County_Criminal	MT	SANDERS	\$	25.00
County_Criminal	MT	STILLWATER	\$	1.33
County_Criminal	MT	SWEET GRASS	\$	28.00
County_Criminal	MT	TETON	\$	3.50
County_Criminal	MT	TOOLE	\$	25.00
County_Criminal	MT	TREASURE	\$	25.00

Search Type	ST	County	Fe	ee
County_Criminal	MT	VALLEY	\$	14.00
County_Criminal	MT	WHEATLAND	\$	14.00
County_Criminal	MT	WIBAUX	\$	7.00
County_Criminal	ND	Divide	\$	10.00
County_Criminal	ND	Griggs	\$	10.00
County_Criminal	ND	Slope	\$	10.00
County_Criminal	NH	ALL UNLISTED COUNTIES	\$	20.00
County_Criminal	NV	CARSON CITY	\$	3.50
County_Criminal	NV	CHURCHILL	\$	3.50
County_Criminal	NV	DOUGLAS	\$	3.50
County_Criminal	NV	ELKO	\$	3.50
County_Criminal	NV	ESMERALDA	\$	7.00
County_Criminal	NV	EUREKA	\$	7.00
County_Criminal	NV	HUMBOLDT	\$	7.00
County_Criminal	NV	LANDER	\$	7.00
County_Criminal	NV	LINCOLN	\$	7.00
County_Criminal	NV	LYON	\$	3.50
County_Criminal	NV	MINERAL	\$	7.00
County_Criminal	NV	NYE	\$	3.50
County_Criminal	NV	PERSHING	\$	7.00
County_Criminal	NV	STOREY	\$	7.00
County_Criminal	NV	WHITE PINE	\$	7.00
County_Criminal	NY	ALLEGANY	\$	95.00
County_Criminal	NY	BRONX	\$	95.00
County_Criminal	NY	BROOME	\$	95.00
County_Criminal	NY	CAYUGA	\$	95.00
County_Criminal	NY	CHAUTAUQUA	\$	5.00
County_Criminal	NY	CHEMUNG	\$	20.00
County_Criminal	NY	CLINTON	\$	95.00
County_Criminal	NY	COLUMBIA	\$	95.00
County_Criminal	NY	CORTLAND	\$	95.00
County_Criminal	NY	DELAWARE	\$	95.00
County_Criminal	NY	ERIE	\$	95.00
County_Criminal	NY	ESSEX	\$	95.00
County_Criminal	NY	FRANKLIN	\$	95.00
County_Criminal	NY	FULTON	\$	65.00
County_Criminal	NY	HAMILTON	\$	20.00
County_Criminal	NY	KINGS	\$	95.00
County_Criminal	NY	LEWIS	\$	10.00
County_Criminal	NY	MADISON	\$	10.00
County_Criminal	NY	MONTGOMERY	\$	95.00
County_Criminal	NY	NASSAU	\$	95.00
County_Criminal	NY	NEW YORK	\$	95.00
County_Criminal	NY	ONONDAGA	\$	95.00
County_Criminal	NY	ORLEANS	\$	95.00
County_Criminal	NY	OSWEGO	\$	20.00

Search Type	ST	County	Fe	e
County_Criminal	NY	OTSEGO	\$	95.00
County_Criminal	NY	QUEENS	\$	95.00
County_Criminal	NY	RENSSELAER	\$	20.00
County_Criminal	NY	RICHMOND	\$	95.00
County_Criminal	NY	SAINT LAWRENCE	\$	5.00
County_Criminal	NY	SCHUYLER	\$	10.00
County_Criminal	NY	ST. LAWRENCE	\$	5.00
County_Criminal	NY	STEUBEN	\$	10.00
County_Criminal	NY	SUFFOLK	\$	95.00
County_Criminal	NY	TOMPKINS	\$	20.00
County_Criminal	NY	WAYNE	\$	95.00
County_Criminal	NY	WYOMING	\$	15.00
County_Criminal	NY	YATES	\$	95.00
County_Criminal	SD	AURORA	\$	20.00
County_Criminal	SD	BEADLE	\$	20.00
County_Criminal	SD	BENNETT	\$	20.00
County_Criminal	SD	BON HOMME	\$	20.00
County_Criminal	SD	BROOKINGS	\$	20.00
County_Criminal	SD	BROWN	\$	20.00
County_Criminal	SD	BRULE	\$	20.00
County_Criminal	SD	BUFFALO	\$	20.00
County_Criminal	SD	BUTTE	\$	20.00
County_Criminal	SD	CAMPBELL	\$	20.00
County_Criminal	SD	CHARLES MIX	\$	20.00
County_Criminal	SD	CLARK	\$	20.00
County_Criminal	SD	CLAY	\$	20.00
County_Criminal	SD	CODINGTON	\$	20.00
County_Criminal	SD	CORSON	\$	20.00
County_Criminal	SD	CUSTER	\$	20.00
County_Criminal	SD	DAVISON	\$	20.00
County_Criminal	SD	DAY	\$	20.00
County_Criminal	SD	DEUEL	\$	20.00
County_Criminal	SD	DEWEY	\$	20.00
County_Criminal	SD	DOUGLAS	\$	20.00
County_Criminal	SD	EDMUNDS	\$	20.00
County_Criminal	SD	FALL RIVER	\$	20.00
County_Criminal	SD	FAULK	\$	20.00
County_Criminal	SD	GRANT	\$	20.00
County_Criminal	SD	GREGORY	\$	20.00
County_Criminal	SD	HAAKON	\$	20.00
County_Criminal County_Criminal	SD	HAMLIN	\$	20.00
<u> </u>	SD	HAND	\$	20.00
County_Criminal	SD	HANSON	\$	20.00
County_Criminal County_Criminal	SD	HARDING HUGHES	\$	20.00
County_Criminal	SD SD	HUTCHINSON	\$	20.00
County_Criminal				
County_Criminal	SD	HYDE	\$	20.00

Search Type	ST	County	Fe	ee
County_Criminal	SD	JACKSON	\$	20.00
County_Criminal	SD	JERAULD	\$	20.00
County_Criminal	SD	JONES	\$	20.00
County_Criminal	SD	KINGSBURY	\$	20.00
County_Criminal	SD	LAKE	\$	20.00
County_Criminal	SD	LAWRENCE	\$	20.00
County_Criminal	SD	LINCOLN	\$	20.00
County_Criminal	SD	LYMAN	\$	20.00
County_Criminal	SD	MARSHALL	\$	20.00
County Criminal	SD	MCCOOK	\$	20.00
County_Criminal County_Criminal	SD SD	MCPHERSON MEADE	\$	20.00
County_Criminal	SD	MELLETTE	\$	20.00
County_Criminal	SD	MINER	\$	20.00
County_Criminal	SD	MINNEHAHA	\$	20.00
County_Criminal	SD	MOODY	\$	20.00
County_Criminal	SD	PENNINGTON	\$	20.00
County_Criminal	SD	PERKINS	\$	20.00
County_Criminal	SD	POTTER	\$	20.00
County_Criminal	SD	ROBERTS	\$	20.00
County_Criminal	SD	SANBORN	\$	20.00
County_Criminal	SD	SHANNON	\$	20.00
County_Criminal	SD	SPINK	\$	20.00
County_Criminal	SD	STANLEY	\$	20.00
County_Criminal	SD	SULLY	\$	20.00
County_Criminal County_Criminal	SD	TODD TRIPP	\$	20.00
County_Criminal	SD	TURNER	\$	20.00
County_Criminal	SD	UNION	\$	20.00
County_Criminal	SD	WALWORTH	\$	20.00
County Criminal	SD	YANKTON	\$	20.00
County_Criminal	SD	ZIEBACH	\$	20.00
County_Criminal	TN	ANDERSON	\$	0.60
County_Criminal	TN	BEDFORD	\$	0.60
County_Criminal	TN	BENTON	\$	0.60
County_Criminal	TN	BLEDSOE	\$	0.60
County_Criminal	TN	BLOUNT	\$	0.60
County_Criminal	TN	BRADLEY	\$	0.60
County_Criminal	TN	CAMPBELL	\$	0.60
County_Criminal	TN	CANNON	\$	0.60
County_Criminal	TN	CARROLL	\$	5.00
County_Criminal	TN	CARTER	\$	0.60
County_Criminal	TN	CHEATHAM	\$	0.60
County_Criminal	TN	CHESTER	\$	0.60
County_Criminal	TN	CLAIBORNE	\$	0.60
7			7	0.00

Search Type	ST	County	F	е
County_Criminal	TN	CLAY	\$	0.60
County_Criminal	TN	COCKE	\$	3.00
County_Criminal	TN	COFFEE	\$	0.60
County_Criminal	TN	CROCKETT	\$	0.60
County_Criminal	TN	CUMBERLAND	\$	0.60
County_Criminal	TN	DAVIDSON	\$	0.60
County_Criminal	TN	DECATUR	\$	0.60
County_Criminal	TN	DEKALB	\$	0.60
County_Criminal	TN	DICKSON	\$	0.60
County_Criminal	TN	DYER	\$	0.60
County_Criminal	TN	FAYETTE	\$	0.60
County_Criminal	TN	FENTRESS	\$	0.60
County_Criminal	TN	FRANKLIN	\$	0.60
County_Criminal	TN	GIBSON	\$	0.60
County_Criminal	TN	GILES	\$	0.60
County_Criminal	TN	GRAINGER	\$	0.60
County_Criminal	TN	GREENE	\$	0.60
County_Criminal	TN	GRUNDY	\$	0.60
County_Criminal	TN	HAMBLEN	\$	0.60
County_Criminal	TN	HAMILTON	\$	0.60
County_Criminal	TN	HANCOCK	\$	0.60
County_Criminal	TN	HARDEMAN	\$	0.60
County_Criminal	TN	HARDIN	\$	0.60
County_Criminal	TN	HAWKINS	\$	0.60
County_Criminal	TN	HAYWOOD	\$	0.60
County_Criminal	TN	HENDERSON	\$	0.60
County_Criminal	TN	HENRY	\$	0.60
County_Criminal	TN	HICKMAN	\$	0.60
County_Criminal	TN	HOUSTON	\$	0.60
County_Criminal	TN	HUMPHREYS	\$	7.00
County_Criminal	TN	JACKSON	\$	0.60
County_Criminal	TN	JEFFERSON	\$	0.60
County_Criminal	TN	JOHNSON	\$	0.60
County_Criminal	TN	KNOX	\$	15.00
County_Criminal	TN	LAKE	\$	0.60
County_Criminal	TN	LAUDERDALE	\$	0.60
County_Criminal	TN	LAWRENCE	\$	0.60
County_Criminal	TN	LEWIS	\$	0.60
County_Criminal	TN	LINCOLN	\$	0.60
County_Criminal	TN	LOUDON	\$	0.60
County_Criminal	TN	MACON	\$	0.60
County_Criminal	TN	MADISON	\$	0.60

Search Type	ST	County	Fe	ee
County_Criminal	TN	MARION	\$	3.00
County_Criminal	TN	MARSHALL	\$	0.60
County_Criminal	TN	MAURY	\$	0.60
County_Criminal	TN	MCMINN	\$	0.60
County_Criminal	TN	MCNAIRY	\$	0.60
County_Criminal	TN	MEIGS	\$	0.60
County_Criminal	TN	MONROE	\$	0.60
County_Criminal	TN	MONTGOMERY	\$	0.60
County_Criminal	TN	MOORE	\$	0.60
County_Criminal	TN	MORGAN	\$	0.60
County_Criminal	TN	OBION	\$	0.60
County_Criminal	TN	OVERTON	\$	0.60
County_Criminal	TN	PERRY	\$	0.60
County_Criminal	TN	PICKETT	\$	0.60
County_Criminal	TN	POLK	\$	0.60
County_Criminal	TN	PUTNAM	\$	0.60
County_Criminal	TN	RHEA	\$	0.60
County_Criminal	TN	ROANE	\$	0.60
County_Criminal	TN	ROBERTSON	\$	0.60
County_Criminal	TN	RUTHERFORD	\$	0.60
County_Criminal	TN	SCOTT	\$	0.60
County_Criminal	TN	SEQUATCHIE	\$	0.60
County_Criminal	TN	SEVIER	\$	0.60
County_Criminal	TN	SHELBY	\$	0.60
County_Criminal	TN	SMITH	\$	0.60
County_Criminal	TN	STEWART	\$	0.60
County_Criminal	TN	SULLIVAN	\$	0.60
County_Criminal	TN	SUMNER	\$	0.60
County_Criminal	TN	TIPTON	\$	0.60
County_Criminal	TN	TROUSDALE	\$	0.60
County_Criminal	TN	UNICOI	\$	0.60
County_Criminal	TN	UNION	\$	0.60
County_Criminal	TN	VAN BUREN	\$	0.60
County_Criminal	TN	WARREN	\$	0.60
County_Criminal	TN	WASHINGTON	\$	0.60
County_Criminal	TN	WAYNE	\$	0.60
County_Criminal	TN	WEAKLEY	\$	0.60
County_Criminal	TN	WHITE	\$	0.60
County_Criminal County_Criminal	TN	WILLIAMSON ALL UNLISTED	\$	0.60 31.33
	VI	COUNTIES	Φ	31.33
County_Criminal	WY	BIG HORN	\$	10.00
Education		AuraData (Only if required)	\$	20.00
		roquirou)		

Search Type	ST	County	F	ee
Education		National Student	\$	10.25
		Clearinghouse (Only		
Education		if required)	φ	
Education		Parchment Exchange (Only if required)	\$	varies
Education		Pre-Check (Only if	\$	14.50
		required)	Ψ	
Education		Scriborder (Only if	\$	varies
DOT		required)	Φ.	7.05
DOT Employment		Driverfacts/OEVS (Only if required)	\$	7.95
Employment		CCC Verify (Only if	\$	34.99
1		required)	ľ	
Employment		Employers Unity	\$	41.95
Francis and		(Only if required)	ተ	20.00
Employment		EV Advantage (Only if required)	\$	20.00
Employment		i2verify &	\$	29.95
. ,		Wage Verify		
Employment		inverify (Only if	\$	19.95
Employment		required) JobTrax (Only if	ተ	14.50
Employment		required)	\$	14.50
Employment		Quick Confirm (Only	\$	19.50
		if required)	ľ	
Employment		Thomas and	\$	36.95
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Employment		required) U Confirm (Only if	\$	24.95
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Employment		Verify Advantage	\$	27.95
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Employment		Verify Direct (Only if required)	\$	27.95
Employment		Verify Fast (Only if	\$	25.95
. ,		required)		
Employment		Verify Job System	\$	41.95
Employment		(Only if required) Verify Today (Only if	\$	19.00
Linployment		required)	Ψ	19.00
Employment		Verify X (Only if	\$	19.95
		required)		
Employment		The Work Number (Only if required)	\$	16.32
MVR	AK	(Only ii required)	\$	10.70
MVR	AL		\$	8.45
MVR	AR		\$	13.70
MVR	AZ		\$	6.70
MVR	BC	BRITISH COLUMBIA	\$	5.00
MVR	CA	ZITITION OCCUMENT	\$	2.70
MVR	CO		\$	2.90
MVR	CT		\$	18.70
MVR	CY		\$	10.00
MVR	DC		\$	13.70
MVR	DE		\$	25.70
MVR			-	
IAI A LZ	FL		\$	8.80

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Search Type	ST	County	F	e
MVR	GA		\$	5.40
MVR	GU	GUAM	\$	6.35
MVR	HI		\$	23.00
MVR	IA		\$	9.20
MVR	ID		\$	9.70
MVR	IL		\$	12.70
MVR	IN		\$	8.20
MVR	KS		\$	14.40
MVR	KY		\$	6.20
MVR	LA		\$	18.70
MVR	MA		\$	8.70
MVR	MB	MANITOBA	\$	10.00
MVR	MD		\$	12.70
MVR	ME		\$	7.70
MVR	MI		\$	11.70
MVR	MN		\$	5.70
MVR	MO		\$	5.80
MVR	MS		\$	14.70
MVR	MT		\$	8.07
MVR	N2	LABRADOR	\$	10.00
MVR	NB	NEW BRUNSWICK	\$	20.00
MVR	NC		\$	10.70
MVR	ND		\$	3.70
MVR	NE		\$	3.70
MVR	NH		\$	13.00
MVR	NJ		\$	12.70
MVR	NL	NEWFOUNDLAND	\$	10.00
MVR	NM		\$	7.20
MVR	NS	NOVA SCOTIA	\$	16.30
MVR	NV		\$	8.70
MVR	NY		\$	7.70
MVR	OH		\$	5.70
MVR	OK		\$	27.50
MVR	ON	ONTARIO	\$	14.00
MVR	OR		\$	12.53
MVR	PA		\$	13.70
MVR	PE	PRINCE EDWARD ISLAND	\$	20.00
MVR	PR	PUERTO RICO	\$	15.70
MVR	QC	QUEBEC	\$	11.00
MVR	RI		\$	20.70
MVR	SC		\$	7.95
MVR	SD		\$	5.70
MVR	SK	SASKATCHEWAN	\$	10.00
MVR	TN		\$	7.70
MVR	TX		\$	7.20
MVR	UT		\$	9.70
		*		

Search Type	ST	County	Fe	ee
MVR	VA		\$	8.70
MVR	VT		\$	18.70
MVR	WA		\$	13.70
MVR	WI		\$	7.70
MVR	WV		\$	12.20
MVR	WY		\$	5.70
MVR	YT	YUKON	\$	10.00
Statewide_Crimi nal	AK		\$	20.00
Statewide_Crimi nal	AL		\$	5.00
Statewide_Crimi	AR		\$	11.45
Statewide_Crimi	СО		\$	4.50
Statewide_Crimi	СТ		\$	20.00
Statewide_Crimi nal	FL		\$	24.00
Statewide_Crimi nal	GA		\$	7.50
Statewide_Crimi nal	HI		\$	6.50
Statewide_Crimi nal	IA		\$	15.00
Statewide_Crimi nal	ID		\$	20.00
Statewide_Crimi nal	IL		\$	10.00
Statewide_Crimi nal	IN		\$	15.00
Statewide_Crimi nal	KS		\$	20.00
Statewide_Crimi nal	KY		\$	20.00
Statewide_Crimi nal	MA		\$	25.59
Statewide_Crimi nal	ME		\$	31.00
Statewide_Crimi nal	MI		\$	10.00
Statewide_Crimi nal	MO		\$	13.00
Statewide_Crimi nal	MS		\$	32.00
Statewide_Crimi nal	MT		\$	14.50
Statewide_Crimi nal	ND		\$	15.00
Statewide_Crimi nal	NE		\$	2.50
Statewide_Crimi nal	NH		\$	25.00
Statewide_Crimi nal	NJ		\$	8.50
Statewide_Crimi nal	NM		\$	15.00

Search Type	ST	County	Fe	ee
Statewide Crimi	NY		\$	95.00
nal	141		Ψ	00.00
Statewide_Crimi	OK		\$	15.00
nal				
Statewide_Crimi	PA		\$	22.00
nal Statewide Crimi	RI		\$	5.00
nal	IXI		Ψ	3.00
Statewide_Crimi	SC		\$	25.00
nal				
Statewide_Crimi	SD		\$	20.00
nal	TNI		φ	0.75
Statewide_Crimi nal	TN		\$	2.75
Statewide_Crimi	TX		\$	3.15
nal	.,,		_	
Statewide_Crimi	VA		\$	25.00
nal				
Statewide_Crimi nal	VT		\$	30.00
Statewide_Crimi	WI		\$	7.00
nal	***		Ψ	7.00
Workers	CO		\$	1.00
Compensation				
Workers	IA		\$	35.00
Compensation Workers	MA		\$	5.00
Compensation	IVIA		Ψ	3.00
Workers	MO		\$	5.00
Compensation				
Workers	NE		\$	5.00
Compensation Workers	OK		\$	1.00
Compensation	UK		Ф	1.00
- Jinponoution				
Workers	SD		\$	10.00
Compensation Workers	TN		φ	10.00
Compensation	IIN		\$	10.00
Workers	UT		\$	15.00
Compensation			_	
Workers	VA		\$	10.00
Compensation				



### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 5

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: BCVWD 2021 Imported Water Order Quantity from the San Gorgonio Pass

Water Agency

#### **Staff Recommendation**

Direct staff as desired.

#### **Background**

The SGPWA is the regional State Water Contractor currently serving BCVWD, Yucaipa Valley Water District, and the City of Banning. BCVWD obtains imported water from the SGPWA to serve its ratepayers and to recharge the adjudicated Beaumont Basin.

On April 15, 2019, the SGPWA approved Resolution No. 2019-02 setting an imported water rate of \$399 per acre foot effective on May 1, 2019. This was an increase over the previous imported water rate associated to the District of \$317 per Acre Foot (AF).

#### **Discussion**

Per SGPWA Ordinance No. 9, staff must submit the District's imported water supply order to the San Gorgonio Pass Water Agency (SGPWA) by September 1, 2020 for 2021 water deliveries. At this time, staff must begin the process of determining how much water to order for 2021 in order to balance BCVWD needs while minimizing imported water costs.

BCVWD's 2020 SGPWA water order was made on a conditional basis to the SGPWA in September 2019, pending any potential future rate increase by the SGPWA Board of Directors and the availability of additional water available due to hydraulic constraints in the East Branch Extension present at that time. The order of 12,500 (AF) of water was intended to guarantee receipt of 9,400 AF of replenishment and 300 AF of water banking for drought-proofing anticipated new construction, and 2,800 AF of additional water if available.

At this time, BCVWD's preliminary projections identify that the direct replenishment need for 2021 is approximately 9,700 AF of water, with 300 AF for water banking for drought-proofing anticipated new construction. The District's Urban Water Management Plan strategizes this water banking activity as currently being 1,000 AF per year, however, because of the amount of water put into storage over the last few years the District is ahead of planned banking activities.

With the possible disruption in housing construction, change in water use during the COVID-19 pandemic, concerns regarding District cash flow and other factors due to the onset of the respiratory illness COVID-19, staff is recalculating water needs using current trends in expectation of refining the 2021 Water Order. Staff plans to provide an action item on the agenda of the August 27, 2020 Engineering Workshop to further consider and make a final determination regarding the 2021 Imported Water Order. Staff further hopes at that time to have a clearer picture of other



retail partner (YVWD and City of Banning) water needs to present a clear picture of regional needs.

#### **Fiscal Impact**

The SGPWA imported water charges are direct, pass-through rates to the District's ratepayers as adopted by the Board as part of Resolution 2020-04, as determined by the 2019 Water Financial Plan and Utility Rate Study prepared by Raftelis Financial Consultants. This established the State Project Water (San Gorgonio Pass Water Agency) Imported Water Pass-Through Rate at 72 cents per hundred cubic feet (CCF).

These rates are designed to have no net fiscal impact to the District.

#### **Attachment**

SGPWA Supplemental Water Order Letter and Order Form



## **Beaumont-Cherry Valley Water District**

Phone: (951) 845-9581 Fax: (951) 845-0159 Email: info@bcvwd.org

**Board of Directors** 

David Hoffman
Division 5

John Covington Division 4

Daniel Slawson Division 3

Lona Williams
Division 2

Andy Ramirez
Division 1

September 1, 2020

Lance Eckhart, General Manager San Gorgonio Pass Water Agency 1210 Beaumont Avenue Beaumont, California 92223

Subject: SGPWA Supplemental Water Order
Beaumont-Cherry Valley Water District Water Order for 2021

(Note Last Year's Numbers or uncertain Numbers are shown in Red in this draft)

Dear Mr. Eckhart:

The Beaumont-Cherry Valley Water District (BCVWD) is interested in a portion of available 2021 State Water Project (SWP) Table "A" supplies that may be available and has set forth our Water Order to represent that interest. The San Gorgonio Pass Water Agency (SGPWA) SWP 100% allocation is 17,300 acre-feet (AF), and it is imperative that all retail agencies and the SGPWA work collectively together to obtain all of the supply available to the region and place said supply in storage in the 2021 calendar year.

During at least the past five (5) years, BCVWD has ordered additional water supplies well above our replenishment and drought-proofing needs by taking District funds out of reserve accounts to finance said orders. The District's objective over the last few years was to maximize local area supplies and aid in drought-proofing the region by maximizing recharge. As in 2020, BCVWD plans for our Water Order during the 2021 calendar year to more closely align with our current replenishment need, with some additional supply for drought-proofing of new homes and future needs if there are low cost water supply opportunities. Further, BCVWD anticipates, the SGPWA will continue to pursue additional water supply opportunities for the region and that the SGPWA will also provide some conjunctive water storage and use activities utilizing the new Fiesta Recharge Facility to provide for regional water supply needs.

BCVWD further anticipates that the City of Banning and the Yucaipa Valley Water District (YVWD) will be ordering an estimated 500 AF (2020 water order) collectively to supply their 2021 water demands as follows:

Table 1 – City of Banning and YVWD 2020 Water Orders (shown currently)

Page **1** of **3** 560 Magnolia Avenue Beaumont CA 92223



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Board of Directors

David Hoffman Division 5

John Covington Division 4

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Division 3

Lona Williams
Division 2

Andy Ramirez
Division 1

## Beaumont-Cherry Valley Water District

Phone: (951) 845-9581 Fax: (951) 845-0159 Email: info@bcvwd.org

Entity	2021 Water Order
City of Banning (BCVWD estimate of order)	250
Yucaipa Valley Water District (anticipated order)	250
2021 Banning and YVWD Estimate Sub-Total	500

BCVWD estimates that with an average delivery rate of **17.5 cfs** through the District's Noble Creek Turnout, a water order of **12,500 AF** could be achieved in approximately 11.0 months of operation. District Staff further identifies that the Noble Creek Turnout has a current hydraulic capacity of 34.0 cfs.

#### **Water Order**

The BCVWD has a current projected replenishment need for 2021 of approximately 9,700 AF which includes additions to storage for drought-proofing for new construction activities of 300 AF. For clarity, 9,400 AF is projected for direct replenishment, with an additional 300 AF replenishment requirement for drought-proofing new construction.

BCVWD estimates that significantly more water than may be recharged by BCVWD in the 2020 delivery year based upon the current hydraulic constraints in the East Branch and the State Water Project. If BCVWD achieves this recharge amount, Staff considers the District ahead of schedule for drought-proofing activities related to new construction (300 AF per year) for the next two to three years (2021, 2022, and 2023).

Based upon the facts stated above as well as no action by the SGPWA Board to establish a new imported water rate or fix the current rate at \$399 per AF, BCVWD makes the following conditional water order:

Table 2 – BCVWD 2021 Conditional Water Order (1)

BCVWD Conditional Water Order	2021 Water Order (Acre-Feet)
SWP/Supplemental Water Order (based on projected demands)	9,700
Additional Water Requested (if available)	2,800
2021 Water Order Sub-Total	12,500

(1) BCVWD's Conditional Water Order is based upon current rates of \$399 per Acre Foot.

BCVWD's conditional water order generally ensures the capturing of approximately the average water supply requirement of our customers in the

Page **2** of **3** 560 Magnolia Avenue Beaumont CA 92223



#### http://www.bcvwd.org

## **Beaumont-Cherry Valley Water District**

Phone: (951) 845-9581 Fax: (951) 845-0159 Email: info@bcvwd.org

#### **Board of Directors**

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Lona Williams
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Andy Ramirez
Division 1

average year supply available from the State Water Project (i.e. 60% supply average), plus Yuba water, Nickel Water Lease water, and some 2020 carryover water.

BCVWD is concerned that any potential rate adjustment may adversely affect BCVWD's 2021 planned budget projections for water purchases. Due to these facts, BCVWD reserves the right to modify the total water order amount in the event the SGPWA significantly raises the wholesale water rate in 2021 from the current \$399.00 per AF cost. Specifically, BCVWD Staff may recommend that the BCVWD Board of Directors adjust our 2021 SGPWA Supplemental Water Order downward from 12,500 AF to some volume more affordable at the setting of any future rate increase by the SGPWA Board.

Again, BCVWD's minimum actual 2021 replenishment requirement is estimated to be approximately 9,400 AF without the addition of our planned drought-proofing and water banking objective in 2021 in the amount of 300 AF and 2,800 AF, respectively.

Please call at (951) 845-9581, extension 217 if you have any questions or email me at dan.jaggers@bcvwd.org.

Sincerely,

Daniel K. Jaggers General Manager

> Page **3** of **3** 560 Magnolia Avenue Beaumont CA 92223

# San Gorgonio Pass Water Agency Supplemental Water Order Form

Name of Retail Water Agency:							
Calendar Year:							
SWP/Supplemental Water Order (based on projection)	ected demands)						
Treated Direct Deliveries	AF						
Replenishment Deliveries	AF						
Additional Water Requested (if available)							
Direct Deliveries	AF						
Replenishment Deliveries (Banking)	AF						
If a dry year yield program is undertaken and additional water supplies would be available at an additional cost, would you be interested in participating in such a program?							
Yes / No (Circle)							
Date:							
Signed:							
Title:							
AGENCY USE ONLY							
Reviewed:							
Met with Retail Manager:							
Recommended Order:							
Approved:	_						
Date:							

# San Gorgonio Pass Water Agency Monthly Delivery Schedule

## Required for Direct Deliveries Only

(optional for others)

<b>Projected De</b>	mand by M	<u><b>Ionth:</b></u>		
January:				
February:				
March:				
April:				
May:				
June:				
July:				
August:				
September:				
October:				
November:				
December:				
TOTAL:				
Must match to	otal on prece	eding page		



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 6

#### **STAFF REPORT**

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: San Gorgonio Pass Water Agency (SGPWA) and Sites Project Authority Phase

2 Participation Agreement and Associated Costs

#### **Staff Recommendation**

Authorize the General Manager to:

- Execute the Sites Reservoir Project Participation in Phase 2 Reservoir Project
  Agreement (attached) between the San Gorgonio Pass Water Agency (SGPWA) and
  Beaumont-Cherry Valley Water District (District) for the District's 4,000 acre foot (AF)
  share and participation in SGPWA's 2019 Phase 2 Second Amendment participation
  of the Sites Reservoir project;
- 2. Prepare for expenditures not-to-exceed \$400,000 for 2019 Phase 2 Participation Second Amendment to fund the District's Sites Reservoir project share consisting of 4,000 AF of SGPWA's 14,000 AF.

#### **Background**

The Sites Reservoir Project was anticipated to be a 1.3 to 1.8 million acre-foot storage facility located in northern California and expected to be constructed and online in 2032. At this time the project has undergone some revisions as outlined hereafter to accommodate the current participants as well as adjust (right size) the project, and value engineer the project. This information has been presented at previous Board meetings.

Participation in the Sites Reservoir Project has been under consideration by the District since July 2016. The Sites Reservoir Project Consists of five phases and is currently proceeding in Phase 2.

The District joined Phase 1 of the project with a request for 4,000 AF of water via the San Gorgonio Pass Water Agency (SGPWA) on May 18, 2017. The SGPWA and the District are currently participating in Phase 2A-2019 Sites Reservoir Activities in the amount of 14,000 AF (SGPWA at 10,000 AF and the District at 4,000 AF). The BCVWD Board approved the SGPWA and District 2019 Phase 2A Participation Agreement at the March 7, 2019 Board Meeting and the District subsequently made payment to the SGPWA for the District's 4,000 AF share of the Phase 2A participation in the amount of \$240,000. The Phase 2-2019 Participation Agreement has been extended from its December 31, 2019 expiration due to several uncertainties. To date, District accounting records identify that the District has expended \$428,299.48 for Phase 1 and Phase 2A project activities.

At the May 18, 2020 SGPWA Regular Board Meeting, former General Manager Jeff Davis gave a presentation to the SGPWA Board of Directors. A draft version of the materials was obtained by District staff from the Sites Reservoir website and this information was presented to the Board of Directors at the Engineering Workshop on May 28, 2010.



Mr. Davis identified to his Board that the project has been "right-sized" and certain facilities have been removed from the project to lower costs and allow for a more favorable economic participation by project participants. Specifically, the current analysis identifies that the project cost has been lowered by approximately \$2.0 billion compared to the 2017 preferred alternative of approximately \$5.0 billion. The current total project cost in 2020 is \$3.0 to \$3.3 billion with an annualized release capability (of the reservoir) in AF/yr of 240,000 AF. Further, the range of annual cost during repayment without WIFIA Loans, the cost per acre foot is estimated to be in the \$650/AF to \$710/AF range. With WIFIA Loans used, the cost is estimated to be in the \$600/AF to \$660/AF range.

It appears that the current Sites Reservoir project schedule identifies that the Reservoir project may be constructed as soon as 2029 with full operation by 2030.

Additionally, the next planned steps are as follows:

2020-2021 Environmental Permitting (Submit the Biological Assessment and work with Fish and Wildlife Service to complete the Biological Opinion, finalize the programmed agreement – National Historic Preservation Act Sect. 106, prepare development agreement on approach for River and Harbors Act - Section 408 approval, progress on water right application, and submit required permits in support of geotechnical field activities)

2020-2021 Engineering (Final federal feasibility report, engage the Division of Safety of Dams, collect and analyze focused geotechnical data, develop project wide geotechnical investigation plan, update and refine the project wide cost estimate)

These activities will cost \$100/AF which are requested in two installments as follows:

\$60/AF due November 1, 2020 (4,000 AF = \$240,000 for BCVWD Component) \$40/AF due April 1, 2021 (4,000 AF = \$160,000 for BCVWD Component)

#### Summary

At the June 1, 2020 SGPWA Regular Board meeting, SGPWA Staff presented a Second Amendment to the 2019 Sites Reservoir Project Agreement, also known as the Sites Phase 2 Participation Agreement. Approval of this agreement is required of all participants who wish to continue investing in the project. SGPWA must sign the agreement by September 10, 2020. The cost to participate, as stated above, will be \$400,000 for BCVWD, paid in two (2) installments due November 1, 2020 and April 1, 2021. SGPWA has requested a confirmation of continued participation from BCVWD by the end of August 2020.

Further, the SGPWA has identified that they are hopeful that their 10,000 AF participation might be funded with Debt Service tax revenue collected from the SGPWA's tax base (which includes contributions from BCVWD's service area). This opportunity will be based upon future determinations made by the State and probably the court system as this project moves forward.

Also, based upon information presented at the most recent tax setting discussion of the SGPWA, BCVWD would be making approximately a \$2.8 million payment for debt service activities related to the Sites Reservoir project, on top of said possible tax based contribution collected from within the District's Sphere of Influence.

SGPWA provided the Draft Sites Reservoir Project Participation in Phase 2 Reservoir Project Agreement and BCVWD's Legal Counsel reviewed and changes have been made in order to



address concerns of the possibility of SGPWA discontinuing participation and BCVWD's liability in said situation. SGPWA staff has reviewed and accepted the changes made by BCVWD's legal counsel.

#### Fiscal Impact

Should the District elect to continue to participate with the ongoing sites activities, the cost of \$100/AF which are requested in two installments as follows:

\$60/AF due November 1, 2020 (4000 AF = \$240,000 for BCVWD Component) \$40/AF due April 1, 2021 (4000 AF = \$160,000 for BCVWD Component)

#### Attachment(s)

Draft Sites Reservoir Project Participation in Phase 2 Reservoir Project Agreement

Second Amendment to 2019 Reservoir Project Agreement

Staff Report prepared by Daniel K. Jaggers, General Manager

# AGREEMENT SITES RESERVOIR PROJECT PARTICIPATION IN PHASE 2 RESERVOIR PROJECT AGREEMENT

This AGREEMENT FOR PARTICIPATION IN THE PHASE 2 RESERVOIR PROJECT AGREEMENT ("Phase 2 BCVWD Agreement") is made as of \_\_\_\_\_\_\_, 2020, by and between the San Gorgonio Pass Water Agency, a public agency ("Agency") and the Beaumont-Cherry Valley Water District, a public agency ("District"). Agency and District are hereinafter sometimes collectively referred to as the "Parties" or individually as a "Party."

#### **RECITALS**

- A. On December 21, 2015, public agencies in the Sacramento River Watershed entered in that certain Modified Third Amended and Restated Sites Project Authority Joint Exercise of Powers Agreement pursuant to which said agencies ("Members") formed the Sites Project Authority ("Authority") to develop the Sites Reservoir Project ("Project").
- B. On April 16, 2016, certain Members entered into a Phase 1 Reservoir Project Agreement and invited additional Members and Non-Member Participating Parties to become part of the Phase 1 Reservoir Project Agreement; and
- C. On July 27, 2016, District Board took action to participate with Agency in the amount of 4,000 acre feet ("AF") as offered by Agency as part of the Agency's participation in the Project. On October 17, 2016, Agency Board took action to submit a proposal to the Authority to become a Non-Member Participating Party through the purchase of 14,000 AF of water ("Agency Participation"). Agency Board also took action to provide an opportunity to District to purchase 4,000 AF of the Agency's 14,000 AF Agency Participation; and
- D. On January 17, 2017, Agency Board took action to enter into the Phase 1 Reservoir Project Agreement and to make the financial commitment required for the Agency Participation under said Phase 1 Reservoir Project Agreement; and
- E. Pursuant to Agency's offer to District to participate in Agency's purchase, and based on the Agency Participation, the Parties entered into that certain Sites Reservoir Project Participation In The Phase 1 Reservoir Project Agreement in 2017 ("Phase 1 BCVWD Agreement") in order to set forth the terms and conditions upon which District will purchase a portion of the Agency Participation; and
- F. The Authority on the one hand, and Members on the other hand intend to enter into that certain Second Amendment To 2019 Reservoir Project Agreement ("Second Amendment"), which shall be effective September 1, 2020, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. The Second Amendment provides, among other things, for the following: (1) approval of an Amendment 2 Work Plan; (2) extension of the term of the 2019 Reservoir Project Agreement; (3) an updated listing of Members and Non-Members; and (4) contribution amounts to be paid by participating Members as reflected in the 2019 Work Plan

and the Amendment 2 Work Plan; and

- G. On May 18, 2020, Agency Board took action to enter into the Second Amendment and to make the financial commitment required for the Agency Participation under said Second Amendment; and
- H. On\_\_\_\_\_, 2020, District Board took action to action to participate with Agency in the amount of 4,000 AF as offered by Agency as part of the Agency's Participation of 14,000 AF and to make payments to Agency as required under the Second Amendment which apply to 4,000 AF of Agency's 14,000 AF; and
- I. The Parties desire to enter into this Phase 2 BCVWD Agreement in order to set forth the terms and conditions upon which District will comply with the terms and conditions of the 2019 Reservoir Project Agreement as amended including, but not limited to, the Second Amendment, which apply to its 4000 AF portion of the Agency's 14,000 AF Agency Participation.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Phase 2 BCVWD Agreement, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

#### 1. <u>District Participation</u>

District hereby agrees to make the following financial commitment and otherwise participate in the Agency Participation ("District Participation"). The District Participation shall be deducted from the Agency Participation as follows:

- (a) Agency Participation 14,000 AF
- (b) District Participation 4,000 AF of the 14,000 AF Agency Participation
- (c) Percentages By And Between The Parties
  Agency 10,000 AF of 14,000 AF 71.429%
  District 4,000 AF of 14,000 AF 28.571%
- (d) Total maximum cost of Phase 2: \$100 per acre-foot of capacity Agency \$1,000,000 District - \$400,000
- (e) Timing of Payment: District shall pay the entire \$400,000 to the Agency on or before October 15, 2020. Should actual Phase 2 costs be less than \$100 per acre-foot, Agency shall return to the District any unused portion of the \$400,000 no later than June 30, 2021.

#### 2. Rights And Obligations

- (a) Compliance With Project Agreement Performance of this Phase 2 BCVWD Agreement, and the activities of the Parties, shall be subject to the rights and obligations set forth in the 2019 Reservoir Project Agreement as amended including, but not limited to, the Second Amendment and any other Authority rules and regulations as the same may be adopted or revised from time to time.
- (b) Agency's Obligations To District The rights and obligations of Agency to District shall be limited to the terms and conditions of this Phase 2 BCVWD Agreement. District shall not be deemed to be a party to the 2019 Reservoir Project Agreement nor otherwise have any right or entitlement under the 2019 Reservoir Project Agreement. For example and not by way of limitation, District shall not have any right to participate in, or become a member of, the Reservoir Project Committee as set forth in the 2019 Reservoir Project Agreement.
- (c) No Representations Or Warranties Nothing in this Phase 2 BCVWD Agreement shall constitute a representation or warranty by Agency to District of any water rights, water supplies, allocation or any other obligation regarding the amount of water which may or may not be provided by the Authority under the 2019 Reservoir Project Agreement. Agency's obligations are limited to performance of the 2019 Reservoir Project Agreement as a Participating Party and performance of this Phase 2 BCVWD Agreement. Agency shall not be deemed to have made any commitment of a water right or water supply to District, District's customers or District's applicants for service.
- (d) <u>Discontinuing Participation</u> In the event Agency elects to discontinue <u>or reduce its</u> <u>level of its</u> participation beyond the Second Amendment to the 2019 Reservoir Project Agreement, and thereby assigns, transfers or otherwise foregoes its rights to the Agency Participation, then District shall have the right to continue to perform under this Phase 2 BCVWD Agreement and under any future commitments required for continued participation in the Project. As the only Party authorized to be a Participating Party, Agency shall continue in that role in order to maintain the right to 4,000 AF of the Agency Participation for District, subject to the following terms and conditions:
- (i) Agency shall enter into any future commitments required to continue such participation in the Project on behalf of District;
- (ii) Any and all costs and expenses for such participation in the Project for the benefit of District shall be at the sole cost and expense of District including, but not limited to, any costs or expenses incurred by Agency and all costs, expenses, fees and charges which pertain to continued participation in the Project other than any such costs related to Agency's continued level of participation in the Project.
- (iii) In the event District fails or refuses to comply with any payments or obligations for continued participation in the Project, Agency shall have the right to terminate its participation on behalf of District. In that case, District shall be solely responsible for any payments, costs, or expenses which may arise due to such termination.
- The provisions of this subparagraph 2(d) shall survive the term of <del>(iii)</del>(iv) this Agreement and continue thereafter in full force and effect.

#### 3. Compliance With Legal And Regulatory Requirements

In carrying out its respective activities, each Party shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and regulations in any manner affecting the performance of the respective activities. Each Party shall be liable to the other Party for all violations of such laws and regulations in connection with the respective activities. Each Party shall be responsible for securing, at its own expense, and paying for all permits and licenses necessary to perform their respective activities as set forth in this Phase 2 BCVWD Agreement.

#### 5. Effective Date

This Phase 2 BCVWD Agreement shall be effective on the date of full execution of this Phase 2 BCVWD Agreement by both Parties ("Effective Date").

#### 6. Term and Termination

- (a) <u>Term</u> The term of this Phase 2 BCVWD Agreement shall be from the Effective Date to the date of completion of performance of the activities under this Phase 2 BCVWD Agreement. This Phase 2 BCVWD Agreement shall remain in effect during the term unless earlier terminated under the following procedures:
- (b) Notice and Opportunity to Cure If either Party to this Phase 2 BCVWD Agreement believes that the other Party has failed to perform any obligation of that Party in accordance with the terms of this Phase 2 BCVWD Agreement ("Default"), the Party alleging the Default shall provide written notice ("Default Notice") to the other Party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this Phase 2 BCVWD Agreement, the Party claimed to be in Default shall have thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter. If the Party claimed to be in Default does not cure such Default within the time period and procedures as set forth herein, the Party alleging Default may then terminate this Phase 2 BCVWD Agreement.

#### 7. General Provisions

- (a) <u>Entire Agreement</u> This Phase 2 BCVWD Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This Phase 2 BCVWD Agreement may be modified only upon the mutual written agreement of the Parties hereto.
- (b) <u>Notices</u> Written notices to be given to either Party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below.

Beaumont-Cherry Valley Water District 560 Magnolia Avenue Beaumont, CA 92223 (951) 845-9581 Attn: General Manager

San Gorgonio Pass Water Agency

1210 Beaumont Avenue

Beaumont, CA 92223 (951) 845-2577

Attn: General Manager

- (c) <u>Representation of Authority</u> Each Party represents to the other that it has the authority to enter into this Phase 2 BCVWD Agreement and that the individual signing this Phase 2 BCVWD Agreement on behalf of their respective Parties has the authority to execute this Phase 2 BCVWD Agreement and to bind their respective Parties to the terms and conditions of this Phase 2 BCVWD Agreement.
- (d) <u>Incorporation of Recitals</u> The Recitals set forth above are incorporated herein and made an operative part of this Phase 2 BCVWD Agreement.
- (e) <u>Invalidity and Severability</u> If any portion of this Phase 2 BCVWD Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, each of the Parties have caused this Phase 2 BCVWD Agreement to be executed by its respective duly authorized officers.

(signatures are on the following page)

#### SAN GORGONIO PASS WATER AGENCY

By:	<u> </u>
Title:	_
BEAUMONT-CHERRY VALLEY WA	ATER DISTRICT
By:	
TD1:1	

## Exhibit "A"

## Second Amendment

#### SECOND AMENDMENT TO 2019 RESERVOIR PROJECT AGREEMENT

# BY AND AMONG SITES PROJECT AUTHORITY

and

#### THE PROJECT AGREEMENT MEMBERS LISTED HEREIN

Dated as of July 1, 2020

THIS SECOND AMENDMENT TO 2019 RESERVOIR PROJECT AGREEMENT (this "Second Amendment"), dated as of July 1, 2020, by and among SITES PROJECT AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), and the project agreement members listed in the Agreement referenced below (the "Project Agreement Members") and amends that certain 2019 Reservoir Project Agreement dated as of April 1, 2019 (the "Original Agreement"), as previously amended by the First Amendment to 2019 Reservoir Project Agreement dated as of January 1, 2020 (the "First Amendment" and, together with the Original Agreement, the "Agreement"), each by and among the Authority and the Project Agreement Members;

#### WITNESSETH:

WHEREAS, Authority and the Project Agreement Members have determined to approve an Amendment 2 Work Plan and to extend the term of the Agreement to December 31, 2021; and

WHEREAS, under Section 11 of the Agreement, the Agreement may be amended by a writing executed by the Authority and at least 75% of the total weighted vote of the then current Committee members as provided in Subsection 3(g); and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Second Amendment do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Second Amendment;

NOW, THEREFORE, THIS SECOND AMENDMENT WITNESSETH, the Authority and the Project Agreement Members agree, as follows:

#### ARTICLE I

#### **DEFINITIONS**

Section 1.01. <u>Definitions</u>. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

#### ARTICLE II

#### AMENDMENTS TO AGREEMENT

#### Section 2.01. Project Agreement Members.

(a) Effective September 1, 2020, the Project Agreement Members attached as Exhibit A to the Agreement shall be succeeded in their entirety by the Project Agreement Members attached hereto as Exhibit A.

#### Section 2.02. Work Plan.

(a) Effective September 1, 2020, the 2019 Work Plan attached as Exhibit B to the Agreement shall be supplemented by the Work Plan attached hereto as Exhibit B (the "Amendment 2 Work Plan").

#### Section 2.03. Funding.

The Agreement is hereby amended to remove Section 4(a) in its entirety and replace it with the following:

"(a) Budget. The Committee shall, in cooperation with the Authority's Board, provide and approve both a Fiscal Year operating budget and reestablish a Phase 2 budget target, annually or more frequently as needed. The Project Agreement Members shall contribute their respective pro-rata share of the budgeted sums reflected in the 2019 Work Plan (prior to November 1, 2020) and the Amendment 2 Work Plan (on and after November 1, 2020) in accordance with Section 5 of this Project Agreement; provided, however, that in no event shall the amount paid by a Project Agreement Member exceed \$160 per acre-foot (with \$60 of such amount being attributable to the 2019 Work Plan and \$100 of such amount being attributable to the Amendment 2 Work Plan) without the approval of such Project Agreement Member. The contribution with respect to the prorata budgeted sums reflected in the Amendment 2 Work Plan shall be payable by each Project Agreement Member in two installments. The first installment shall be in an amount equal to \$60 per acre-foot and shall be payable by no later than November 1, 2020. The second installment shall be in an amount up to \$40 per acre-foot and shall be payable by no later than April 1, 2021. The exact amount per acre-foot of the second installment shall be established by the Committee, in cooperation with the Authority's Board, and notice of such amount shall be provided by the Authority to each Project Agreement Member."

#### Section 2.04. Future Development of the Sites Reservoir Project.

The Agreement is hereby amended to remove Section 6(b) in its entirety and replace it with the following:

"(b) Without limiting the foregoing, any Project Agreement Member that elects to continue participating in the development, financing, and construction of the Sites Reservoir Project to the time when the Authority offers contracts for a water supply or other services, will be afforded a first right, equal to that Project Agreement Member's Participation Percentage, to contract for a share of any water supply that is developed, and for storage capacity that may be available from, the Sites Reservoir Project. In any successor phase agreements, Project Agreement Members who are parties to this Project Agreement that submitted a proposal to participate before February 28, 2019, shall be granted rights to contract for a share, in an amount equal to that Project Agreement Member's Participation Percentage as of the effective date of such successor phase agreement, of any water supply that is developed, and for storage capacity that may be available from the Sites Reservoir Project prior to the rights of those becoming parties to this Project Agreement after that date.

If a participating Project Agreement Member as of February 28, 2019 identifies a lesser amount in the Second Amendment than its Original Agreement requested amount, that participating Project Agreement Member's first rights of refusal in the future are to be based on the Second Amendment amounts and not the February 28, 2019 amounts.

Provided, however, that if a Project Agreement Member withdraws from the Project Agreement pursuant to Section 9 of this Agreement but later requests to be reinstated, then to the extent there is unsubscribed participation in the Project as determined by the Committee, the

Committee may vote to readmit said withdrawn Member with a reinstated first right of refusal provided said withdrawing Member provides funding to the Project commensurate with the funding requirements met by all current Project Agreement Members in the current phase of the Project as well as any prior phase, as adjusted for any credits, payments and/or reimbursements made under the Authority's credit reimbursement policy (the "Credit Reimbursement Policy").

Further provided, that if a Project Agreement Member desires to increase its participation after execution of the Second Amendment, then to the extent there is unsubscribed participation in the Project as determined by the Committee, the Committee may vote to approve said increase, or portion thereof, with a first right of refusal attendant thereto, provided said increasing Project Agreement Member provides funding to the Project commensurate with the funding requirements met by all current Project Agreement Members in the current phase of the Project as well as any prior phase, as adjusted for any credits, payments and/or reimbursements made under the Credit Reimbursement Policy.

The Authority and the Project Agreement Members will cooperate on the drafting of provisions in the water supply contract that will allow a Project Agreement Member or other eligible entity that commits to purchase a Sites Reservoir Project water supply to transfer water that the entity may not need from time to time on terms and conditions acceptable to the Project Agreement Member."

- Section 2.05. <u>Term</u>. The Agreement is hereby amended to remove Section 8(b) in its entirety and replace it with the following:
- "(b) The term of this Project Agreement shall continue until December 31, 2021. In the event that this Second Amendment is not approved by Project Agreement Members with the requisite percentage of the total weighted vote as set forth in the Agreement by June 30, 2020, the Agreement shall be revived immediately upon approval by such requisite percentage, without any additional approval of the Project Agreement Members, and this Second Amendment shall become effective."
- Section 2.06. <u>Executive Director</u>. All references to the "General Manager" in the Agreement shall be changed to "Executive Director."

#### ARTICLE III

#### PROJECT AGREEMENT MEMBER PARTICIPATION

Section 3.01. <u>Project Agreement Participation</u>. Each Project Agreement Member shall specify its participation in the Sites Reservoir Project by indicating its elected water participation amount in the Sites Reservoir Project and the associated cost in the space provided therefor on the signature page to this Second Amendment. Based upon the respective participation elections of the Project Agreement Members, the Authority shall update Exhibit A pursuant to Section 5 of the Agreement.

#### ARTICLE IV

#### MISCELLANEOUS

- Section 4.01. <u>Effectiveness of Agreement</u>. Except as expressly amended by this Second Amendment, the Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof. The amendments set forth in this Second Amendment shall be incorporated as part of the Agreement upon their effectiveness in accordance with Section 11 of the Agreement.
- Section 4.02. **Execution in Several Counterparts**. This Second Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Project Agreement Members shall preserve undestroyed, shall together constitute but one and the same instrument.
- Section 4.03. <u>Authorization</u>, <u>Ratification and Confirmation of Certain Actions</u>. The Authority and the Project Agreement Members each hereby authorize, ratify and confirm the extension of the term of the Agreement, as previously extended pursuant to the First Amendment, to June 30, 2020, and the expenditure of funds collected under the Agreement with respect to the 2019 Work Plan on and prior to June 30, 2020.
- Section 4.04. <u>Laws Governing Second Amendment</u>. The effect and meaning of this Second Amendment and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State.

IN WITNESS WHEREOF, the Authority and Project Agreement Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers on the date shown below:

Dated:	SITES PROJECT AUTHORITY	
	By: Name: Title:	
D. J.	[PROJECT AGREEMENT MEMBER]	
Dated:	(Authority & Project Agreement Member)	
	By: Name: Title:	

#### PARTICIPATION AMOUNT

[PROJECT AGREEMENT MEMBER] hereby elects to participate in the Sites Reservoir Project in the amount and at the cost identified below.

Participation (Second Amendment Annualized Acre-Foot):

Second Amendment Cost: Not to Exceed \$100 per Acre-Foot

#### EXHIBIT A

#### PROJECT AGREEMENT MEMBERS

#### Participation

(Second Amendment Annualized Acre-Foot)

#### Participant

Preliminary

Percent

American Canyon, City of

Antelope Valley-East Kern Water Agency

Carter Mutual Water Company #

Coachella Valley Water District

Colusa County

Colusa County Water District

Cortina Water District

Davis Water District

Desert Water Agency

Dunnigan Water District

Glenn-Colusa Irrigation District

LaGrande Water District

Metropolitan Water District of S. CA

Pacific Resources Mutual Water Company #

Reclamation District 108

San Bernardino Valley Municipal Water District

San Gorgonio Pass Water Agency

Santa Clara Valley Water District

Santa Clarita Valley Water Agency

Westside Water District

Wheeler Ridge-Maricopa Water Storage District

Zone 7 Water Agency

Potential new participants

#### Total:

Participation Percentages exclude State of California and United States Bureau of Reclamation share of the Project.

# Denotes a non-public agency. Refer to California Corporations Code Section 14300 et. seq. with additional requirements provided in both the Public Utilities Code and Water Code.

#### EXHIBIT B

#### AMENDMENT 2 WORK PLAN



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 7

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Consideration of Proposal by Raftelis Financial Consultants, Inc. Produce a

Report on Miscellaneous Fees (Administrative Cost Recoveries)

#### **Staff Recommendation**

Accept the proposal by Raftelis Financial Consultants to produce a Report on Miscellaneous Fees Study in an amount not to exceed \$11,010.

#### Background

Raftelis completed the 2019 Water Financial Plan and Utility Rate Study in December 2019 and a new water rate structure was adopted by the Board of Directors at its regular meeting on February 27, 2020.

At its August 22, 2019 meeting, the Board authorized an addendum to the Raftelis contract to include a Capacity Charges (Facilities Fees) study for an amount not to exceed \$41,600. That study is underway and had included development of an Adjustable Fee Calculator to be used to update the District's Miscellaneous Fees. As part of the work ongoing, staff identified a need to substantially revise the District's miscellaneous fees which are imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege. BCVWD identifies these Miscellaneous Fees as Administrative Cost Recoveries, and these figures were last updated by the Board via Resolution 2012-08 at its August 8, 2012 meeting.

These fees are designed to recover costs incurred by ratepayers for miscellaneous events such as late payments, credit checks, and public records requests.

#### **Summary**

Since the Miscellaneous Fee schedule has not been updated for eight years, staff recommends performing this study and including the action running parallel with the ongoing Capacity Charges study. The deliverable fee calculator included with the current Raftelis Capacity Charges Study would be enhanced to include:

- A Miscellaneous Fee Workshop with the District Board
- A Report discussing the development of the District's updated Miscellaneous Fees
- Presentation of the proposed Miscellaneous Fees Schedule to the Board of Directors for approval

As was true with the previous contract amendment, Raftelis has examined the District's financial health and much of the data already provided to Raftelis for the project would also be used for the Report on Miscellaneous Fees. Therefore, staff believes it would be beneficial to the District to add this component to the existing Raftelis study and recommends acceptance of the proposal.



#### **Fiscal Impact**

The total not-to-exceed amount for producing the Report on Miscellaneous Fees is \$11,010.

#### **Attachments**

Raftelis Financial Consultants Proposal to perform a Report on Miscellaneous Fees Resolution 2012-08 with Attachment A - Schedule of Administrative Cost Recoveries

Staff Report prepared by Lynda Kerney, Administrative Assistant and Yolanda Rodriguez, Director of Finance and Administrative Services



July 31, 2020

Yolanda Rodriguez, MPA Director of Finance and Administrative Services Beaumont-Cherry Valley Water District 560 Magnolia Avenue Beaumont, CA 92223

Subject: Proposal to Provide Miscellaneous Fees Report

Dear Ms. Rodriquez:

Thank you for the opportunity to submit this proposal to provide a Miscellaneous Fees Report (Report) to the Beaumont-Cherry Valley Water District (District). Raftelis recently completed a comprehensive cost of service and utility rate study (Study) for the District. One of the tasks included in the Scope of Services for the Study was a review of the District's Miscellaneous Fees and the development of an adjustable fee calculator to be used to update the Miscellaneous Fees. The principal goal of the Miscellaneous Fees calculator was to develop a rational basis for setting fees, enhance fairness and equity, and ensure compliance with State law. Under our proposed arrangement, Raftelis will:

- Conduct a Miscellaneous Fee Workshop with the District Board
- Develop a Report discussing the development of the District's updated Miscellaneous Fees
- Present the proposed Miscellaneous Fees Schedule to the Board of Directors for approval

#### **Scope of Services**

#### Task 1: Board Workshop

Raftelis will conduct one Miscellaneous Fee Workshop with the District Board. During this workshop, we will discuss the approach, recommendations, and results of the calculations for the updated miscellaneous fees. The goal of this meeting is to allow Raftelis to thoroughly explain the study and the methodologies applied to the miscellaneous fee schedule. In addition, the workshop allows us to have in-depth conversations with the Board about any questions and comments in advance of the fee schedule approval meeting.

*Meetings:* One (1) workshop with District Board of Directors

**Deliverables:** Presentation materials

#### Task 2: Draft and Final Report Development

The report will include an Executive Summary highlighting the findings and recommendations, followed by a brief description of the updated Miscellaneous Fees Schedule. The report will then discuss the methodologies, assumptions, and calculations involved in the development of each miscellaneous fee. After incorporating staff comments on the draft report, Raftelis will provide District staff with the final report. The report will serve as the administrative record.

Meetings: None

**Deliverables:** Draft and Final Reports

24640 Jefferson Avenue, Suite 207

Murrieta, CA 92562 www.raftelis.com

#### Task 3: Presentation to the Board of Directors

Lastly, Raftelis will present the proposed Miscellaneous Fees Schedule to the Board of Directors for approval. After the presentation, we will address any final questions or comments from the Board.

**Meetings:** One (1) District Board Meeting **Deliverables:** Presentation materials

#### Fee Schedule

Raftelis proposes to complete the scope of work outlined above on a time-and-materials basis with a not-to-exceed cost of \$11,010. The following work plan provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project.

All scheduled meeting are assumed to be on-site meetings. However, if on-site meetings are not possible due to the COVID-19 pandemic, all meetings will be web-based instead.

Task	On-Site Meetings	John Wright Senior Manager	Lauren Demine Consultant	Administrative Staff	Total Consulting Hours	Total Consulting Fees
Board Workshop	1	3	5		8	\$2,017
Draft & Final Report		3	30	3	36	\$6,975
Presentation to the Board of Directors	1	3	5		8	\$2,017
Total Estimated Meetings/Hours	2	19	40	3	52	
Hourly Billing Rate		\$275	\$185	\$80		
<b>Total Professional Fees</b>		\$2,475	\$7,400	\$240		\$10,115
					Expenses	\$895
				Total Fe	es & Expenses	\$11,010

If you have any questions regarding this proposal, please contact me at 951-395-1674.

If the above provisions meet with your approval this proposal may be used to form an agreement by affixing a signature and returning a copy for our files.

Respectfully submitted,	Accepted by:
RAFTELIS FINANCIAL. CONSULTANTS, INC	BEAUMONT CHERRY VALLEY WATER DISTRICT
John Wag H	WATER DISTRICT
By:	By:
John Wright	
Senior Manager	Title:
	Date:

#### **RESOLUTION No. 2012-08**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT AMENDING ATTACHMENT A OF THE
DISTRICT'S REGULATIONS GOVERNING WATER SERVICE DATED FEBRUARY 2000
AND REVISED FEBRUARY 2012

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Water District has determined that it is in the best interest of the District to amend the District's Regulations Governing Water Service to include an amended Attachment A which established the schedule of fees as a means to recover administrative costs associated with managing and servicing customer accounts;

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Water District has carefully reviewed Attachment A to this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that Attachment A of the Beaumont-Cherry Valley Water District's Regulations Governing Water Service is hereby amended and immediately enforceable as set forth in Exhibit A to this Resolution;

ADOPTED, SIGNED AND APPROVED, THIS 8th DAY OF AUGUST 2012 BY THE

**FOLLOWING VOTES:** 

AYES: Guldseth, Halliwill, Ross & Woll

NOES: None ABSENT: Ball ABSTAIN: None

APPROVED:

Dr. Blair Ball, President of the

Board of Directors of the

Beaumont-Cherry Valley Water District

(seal)

Attest:

Kenneth Ross, Secretary to the Board of Directors of the

Beaumont-Cherry Valley Water District

Resolution 2012-08 Page 1 of 1



#### BEAUMONT-CHERRY VALLEY WATER DISTRICT REGULATIONS GOVERNING WATER SERVICE ATTACHMENT A- SCHEDULE OF ADMINISTRATIVE COST RECOVERIES Amended August 8<sup>th</sup>, 2012 Page 1 of 1

The Beaumont-Cherry Valley Water District hereby establishes the fees listed below as a means to recover administrative costs associated with managing and servicing customer accounts.

Credit Card Processing Fee	\$1.75 per transaction
Credit Check Fee	\$5
Late Fee	\$5 penalty assessed on the 31st day
Termination Notice Charge	\$5 penalty assessed after the 45th day
Account Reinstatement Fee	\$50 penalty assessed for the restoration of customer's account
Resubmit Fee	\$5 penalty fee for checks that have to be resubmitted to the bank for processing
Returned Payment-Fee	\$25 penalty fee for returned items
Lien Fee	\$100 per occurrence/filing
Broken/Missing Lock Charge	\$20 per occurrence
Public Records, Copy Charges	\$0.25/per sheet
Public Records, Audio CD Charge	\$1.50



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 8

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Proposed Changes to the District's Conflict of Interest Code: Approval

of Notice of Intent and 45-day Comment Period

#### **Staff Recommendation**

Approve the Notice of Intent and set a 45-day comment period from August 17, to October 1, 2020 regarding the proposed changes to the District's Conflict of Interest Code.

#### **Background**

The Political Reform Act requires every multi-county agency to review its Conflict of Interest Code biennially and notify the Fair Political Practices Commission whether the agency's Code needs to be amended. The District's most recent Code was adopted via Resolution 2018-13 on October 10, 2018.

#### **Background**

The District's Code now requires substantive amendment to reflect new positions that must be designated. The Fair Political Practices Commission considers the additions or deletion of positions to be a substantive change. The addition/deletion of positions are the only recommended changes to the Code in 2020. Legal Counsel has reviewed the amendments and his input has been incorporated into the draft.

Positions deleted:	Positions added:
None	Human Resources Coordinator

Position title changed from:	Position title changed to:
None	None

#### **Fiscal Impact**

None.

#### Attachment(s)

Proposed Revision of the Beaumont-Cherry Valley Conflict of Interest Code (redline) Notice of Intent to Adopt or Amend a Conflict Of Interest Code Biennial Notice

Report prepared by Lynda Kerney, Administrative Assistant

# BEAUMONT-CHERRY VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE

The Political Reform Act (Government Code Section 81000. et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Beaumont-Cherry Valley Water District (District)**.

Individuals holding designated positions shall file their statements of economic interests with the **District**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) All statements will be retained by the **District**.

# BEAUMONT-CHERRY VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE

# APPENDIX A DESIGNATED POSITIONS

Designated Position Board of Directors	Assigned Disclosure Category 1, 2, 4
General Manager	1, 2, 4
Legal Counsel	2, 4
Director of Operations Assistant Director of Operations Field Superintendent Transmission & Distribution Supervisor Production Supervisor Recycled Water Supervisor	1, 2, 4 1, 2, 4 3 3 3 3
Director of Engineering Senior Engineer	1, 2 1, 2
Director of Finance and Administrative Services/Tre Senior Finance and Administrative Analyst <u>Human Resources Coordinator</u>	2 3 2, 3, 4
Information Systems Manager	3

Note: The Legal Counsel position is filled by an outside consultant who acts in a staff capacity.

#### Consultants/New Positions\*

\*Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The General Manager may determine in writing that a particular consultant/new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant/new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Gov. Code Section 81008).

# BEAUMONT-CHERRY VALLEY WATER DISTRICT CONFLICT OF INTEREST CODE

# APPENDIX B DISCLOSURE CATEGORIES

Individuals holding designated positions must report financial interests in accordance with the assigned disclosure categories.

Category 1: Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the District as well as investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide real estate services (e.g. consulting, appraisal, development, construction) of the type used by the District.

Category 2: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized or funded by the District.

Category 3: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized or funded by the employee's division or department.

Category 4: Investments and business positions in business entities, and income, including receipt of loans, gifts, and travel payments, from sources, that filed a claim, or have a claim pending, against the District during the previous two years.

Sources of the type utilized or funded by the district include:

- Engineering and environmental consulting firms
- Transportation equipment and parts
- Water and soil testing products and services
- Services for energy pricing/demand, legal and labor relations
- Mapping and educational water services

(Non-inclusive list)



#### **BEAUMONT-CHERRY VALLEY WATER DISTRICT**

# NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT

**NOTICE IS HEREBY GIVEN** that the Beaumont-Cherry Valley Water District pursuant to the authority vested in it by section 87306 of the Government Code, proposes an amendment to its Conflict of Interest Code. All inquiries should be directed to the contact listed below.

The Beaumont-Cherry Valley Water District proposes to amend its Conflict of Interest Code to include employee positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, as set forth in subdivision (a) of section 87302 of the Government Code. The amendment carries out the purposes of the law and no other alternative would do so and be less burdensome to affected persons.

Changes to the Conflict of Interest Code include addition of the following position:

#### **Human Resources Coordinator**

The proposed amendment and explanation of the reasons is available on the District's website at <a href="https://www.bcvwd.org">www.bcvwd.org</a> or can be obtained from the agency's contact.

Any interested person may submit written comments relating to the proposed amendment by submitting them no later than **October 01, 2020**, or at the conclusion of the public hearing, if requested, whichever comes later. At this time, no public hearing is scheduled. A person may request a hearing no later than **September 17, 2020**.

The Beaumont-Cherry Valley Water District has determined that the proposed amendments:

- 1. Impose no mandate on local agencies or school districts.
- 2. Impose no costs or savings on any state agency.
- 3. Impose no costs on any local agency or school district that are required to be reimbursed under Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
- 4. Will not result in any nondiscretionary costs or savings to local agencies.
- 5. Will not result in any costs or savings in federal funding to the state.
- 6. Will not have any potential cost impact on private persons, businesses or small businesses.

All inquiries concerning this proposed amendment and any communication required by this notice should be directed to:

Yolanda Rodriguez, Director of Finance and Administration Beaumont-Cherry Valley Water District 560 Magnolia Ave, Beaumont, CA 92223 (951) 845-9581 ext 224 or <a href="mailto:yolanda.rodriguez@bcvwd.org">yolanda.rodriguez@bcvwd.org</a>.

POSTED 08/23/2018

#### 2020 Multi-County Agency Biennial Notice

Name of Agency: Beaumont-Cherry Valley Water District	
Mailing Address: 560 Magnolia Ave., Beaumont, CA 92223	
Contact Person: Yolanda Rodriguez Phone No. 951) 845-9581	
Email: yolanda.rodriguez@bcvwd.org Alternate Email: erica.gonzales@bcvwd.org	
Counties within Jurisdiction, or for Charter Schools, Counties in which the School is Chartered: (if more space is needed, include an attachment): Riverside County, and San Bernardino County	
No. of Employees* 46 No. of Form 700 Filers* 21 *Including board and committee members	
Accurate disclosure is essential to monitor whether officials have conflicts of interest and to be ensure public trust in government. The biennial review examines current programs to ensure the agency's code includes disclosure by those agency officials who make or participate making governmental decisions.	at
Please identify which statement accurately describes your agency's status.	
☐ This agency has reviewed its conflict of interest code. The current code designates all positions when make or participate in making governmental decisions. The designated positions are assign accurate disclosure categories that relate to the job duties of the respective positions. The confine incorporates FPPC regulation 18730 so that all relevant Government Code Sections are reference.	ed de
☑ This agency has reviewed its conflict of interest code and has determined that an amendment is necessary. An amendment may include the following:	
New positions which involve the making or participating in the making of decisions who may foreseeably have a material impact on a financial interest	ch
☐ Current designated positions need renaming or deletion	
☐ Statutorily required provisions of the code need to be addressed	
☐ Disclosure categories need revision	
Verification (to be completed if no amendment is required)  This multi-county agency's code accurately designates all positions that make or participate in the making governmental decisions. The disclosure assigned to those positions accurately requires that all investment business positions, interests in real property, and sources of income that may foreseeably be affected materially the decisions made by those holding designated positions are reported. The code includes all other provision required by Government Code Section 87302.	nts, by
Signature of Chief Executive Officer Date	

All multi-county agencies must complete and return this notice, including those agencies whose codes are currently under review. Please return this notice no later than **October 1, 2020** to the FPPC at <a href="mailto:biennialnotice@fppc.ca.gov">biennialnotice@fppc.ca.gov</a> or 1102 Q Street, Suite 3000, Sacramento, CA 95811.

www.fppc.ca.gov

FPPC Advice: advice@fppc.ca.gov (866.275.3772)



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 9

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Request for "Will Serve Letter" and Annexation Approval for a Proposed Multi-

Family Residential Development Project – Xenia Avenue, south of 8<sup>th</sup> Street and north of 6<sup>th</sup> Street in the City of Beaumont (Riverside County Assessor's Parcel

No's 419-160-005, -024 and 419-170-016, -017, -018, -022, & -027)

#### **Staff Recommendation**

Consider the request for water service "Will Serve Letter" and annexation approval for a proposed high-density multi-family apartment housing project located at the corner of Xenia Avenue and 8<sup>th</sup> Street, identified as **Riverside County Assessor's Parcel No's.** (APN) 419-160-005, -024 and 419-170-016, -017, -018, -022, & -027 within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the County of Riverside and:

- 1.
- A. Approve the Application for Water Service and furnish the "Will Serve Letter", or;
- B. Deny the Application for Water Service
- 2.
- A. Approve the Request for Annexation to the District, or;
- B. Deny the Request for Annexation to the District

#### **Background**

District staff presented the proposed multi-family residential development project (Xenia Apartments) to the Beaumont-Cherry Valley Water District's Board of Directors at the July 23, 2020 Engineering Workshop as a discussion item. At said Engineering Workshop, the District's General Manager, Dan Jaggers, explained to the Board that although this project's demand of the District's water supply is significant, the water demand consists primarily of domestic indoor use due to the nature of the project being multi-family.

It is estimated by District staff that approximately 95% of the indoor water consumption will be conveyed to the City's Waste Water Treatment Plant (WWTP) where approximately 75% of that water could be returned in the form of recycled water which could be distributed through the District's non-potable system for irrigation needs across the District. This may take several years to be fully implemented, but over a long period of time, the District would see a net reduction in overall water demand on its system.

Following the July 23, 2020 Engineering Workshop, District staff met, via conference call, with the Applicant, Paul Onufer, to discuss aspects of the project. The Applicant informed the District that their preference is to have the District draft the Plan of Service for one of the Xenia Apartments project's needs to process through LAFCO. During the discussion the Applicant explained that they plan to obtain the "Will Serve Letter" before they move forward in the CEQA process with the



City which pushes their timeline out to a minimum of 12 months. District staff suggested that the Applicant contact Riverside County LAFCO to determine the standing of the proposed annexation request in 1985 (see details below).

The Applicant's request for a "Will Serve Letter" for water service from the District is dated April 9, 2020. The proposed Project is generally as follows:

ltem	Description
Site:	10.9 acres
Development:	Multi-Residential Apartment Complex (with amenities)
Number of Units:	194 units

As stated in the July 23, 2020 Engineering Workshop Staff Report, said Project is proposed to be located on the east side of Xenia Avenue approximately 175 feet south of 8<sup>th</sup> Street (See Figure 2 - Project Location Map). Additionally, the Applicant has indicated that the Project would include an irrigated landscape area of approximately 1.1 acres within the 10.9 acre overall Project site (See Figure 3 – Site Plan).

The District has confirmed that the proposed project is consistent with the City of Beaumont's land use designations for the property location.

During the review of the project site and associated Legal Description (See Figure 4), District staff determined that the majority of the proposed development does not appear to be within the District's Service Boundary and will require annexation.

Based on preliminary research performed by District staff, approximately 2 acres of the current proposed project site appears to have been annexed under LAFCO Item 1970-02-3 which was accepted and annexed into the District Boundary in the early 1970's. Said 2 acre area is currently undeveloped. This 2-acre area of land includes a portion of APNs 419-170-027 and 419-170-022.

Further research by District staff determined that there was a period of time between 1985 and 1988 where a significant portion of the proposed Project parcels were considered for annexation, however it appears that annexation into the District's Boundary was never finalized.

District staff anticipates working with the Applicant during the LAFCO annexation process, however the work (including CEQA) necessary to formally annex into the District will be the responsibility of the Applicant.

District staff identifies that there is an existing 12" domestic water main (2750 pressure zone), existing 16" domestic ductile iron pipe (DIP) water main (2850 pressure zone), and existing 24" DIP non-potable water main (2800 pressure zone) in Xenia Avenue along the subject property frontage. Additionally, there is an existing 24" DIP domestic water main (2750 pressure zone) and existing 10" steel water main (2750 pressure zone) located in 8th Street between Xenia Avenue and Allegheny Street.

The Applicant has identified a need for domestic, irrigation, and fire service. The Applicant has provided an estimated preliminary average daily demand flow for the District to use for the included analysis of the domestic consumption for the overall project as set forth in Table 1, below. In addition, the applicant has provided an estimated landscape demand based upon preliminary project "Estimated Total Water Usage" (ETWU) calculations for the on-site landscaping (totaling



803,000 gallons per year) or approximately 2,200 gallons per day (3.79 EDU's), also set forth on Table 1, below.

Table 1
Applicant's Estimated Domestic and Non-Potable Water Demand

	Acre-Feet Per Year (AFY)	Gallons Per Day (GPD)	Equivalent Dwelling Unit (EDU)
Domestic Water Demand	65.2	58,200	100.3
Non-Potable Water Demand	2.46	2,200	3.79
TOTAL WATER DEMAND:	67.66 AF	60,400 GPD	104.09 EDUs

District staff has reviewed the Applicant's estimated total water system demands, and has also compared said estimated demands with regional planning water demand documents as well as historic local area project typical water usages with a similar land use category designations (high density residential; this project's density is estimated to be approximately 17.8 DU/ac) and finds that the Applicant's estimated demands are reasonably stated.

Upon approval of service and annexation, the Applicant shall prepare water improvement plans detailing connections to the existing infrastructure (potable and non-potable) and pay all applicable District fees, including water Facilities Fees, a non-tract water service(s) installation charge (for the non-potable and domestic service connection[s]), and front-footage fees for Xenia Avenue and portions of 8<sup>th</sup> Street, in effect at the time of application for service installation. The Applicant will need to secure other necessary approvals from the City of Beaumont and/or County of Riverside.

Final domestic and non-potable meter sizes will be determined by the Applicant. Fire Flow requirements will be determined by the City of Beaumont/County of Riverside Fire Department and said requirements will dictate actual required Fire Hydrant Fire Flows to the property. Non-potable landscape system requirements are set by the City of Beaumont, as described in the conditions below.

The Applicant will also be conditioned to secure final project approvals from the District and the City of Beaumont for the project development prior to construction.

The District will be responsible for the preparation of a Plan of Services for the Project as part of the annexation process with Riverside County LAFCO, which discusses the District's current and planned facilities/infrastructure in the vicinity of the Project as well as the District's capabilities of servicing the proposed development.

#### **Conditions:**

The Applicant shall conform to all District requirements for water service and all City of Beaumont/County of Riverside requirements.



- 1. The Applicant shall annex the Project parcels which have yet to be annexed into the District's Service Boundary with LAFCO. All costs associated with the Plan of Services and annexation will be paid by the Applicant.
- 2. The Applicant will be required to pay front footage fees along all property frontages where facilities are currently installed.
- 3. The Applicant will be required to install a fire service connection(s) to support the City of Beaumont/County of Riverside Fire Department's requirement for on-site fire hydrants.
- 4. To minimize the use of potable water, the District requires the applicant to conform to the City of Beaumont Landscaping Ordinance which pertains to water efficient landscape requirements and the following:
  - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
  - b. Landscaping in non-turf areas should be drought-tolerant, consisting of planting materials which are native to the region. Irrigation systems for these areas should be drip or bubbler type.
  - c. The District will provide service so long as landscape areas are not installed with, converted to, or modified to non-functional turf as set forth in the City of Beaumont's Landscape Ordinance.
- 5. The Applicant shall conform to all District requirements and all City of Beaumont requirements.

#### **Fiscal Impact:**

None. All fees and deposits will be paid by the Applicant prior to providing service.

#### **Attachments**

Figure 1 – Will Serve Request Application

Figure 2 – Project Location Map

Figure 3 – Site Plan

Figure 4 – Project Legal Description & LAFCO Annexation Consideration

Staff Report Prepared by Aaron Walker, Engineering Office Assistant and Mark Swanson, Senior Engineer

#### Figure 1 – Will Serve Request Application



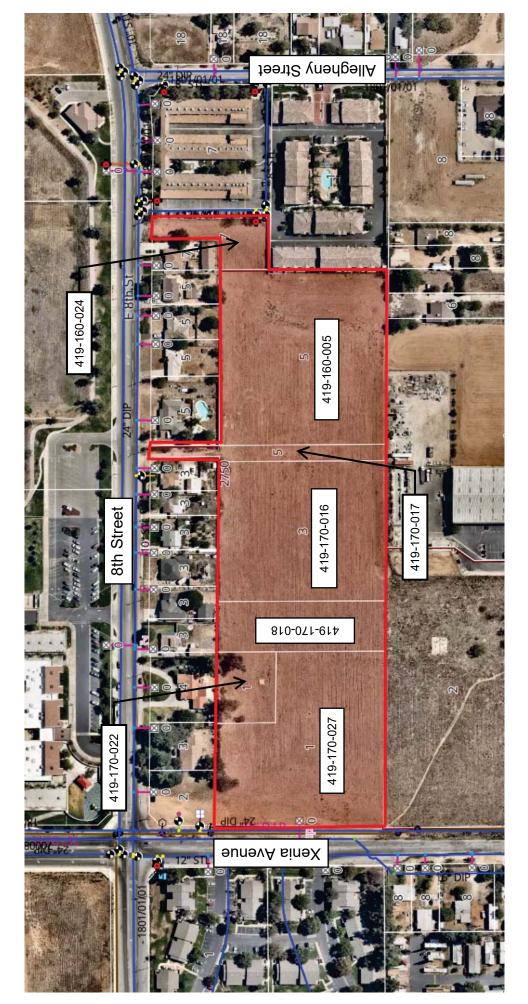
#### BEAUMONT CHERRY VALLEY WATER DISTRICT

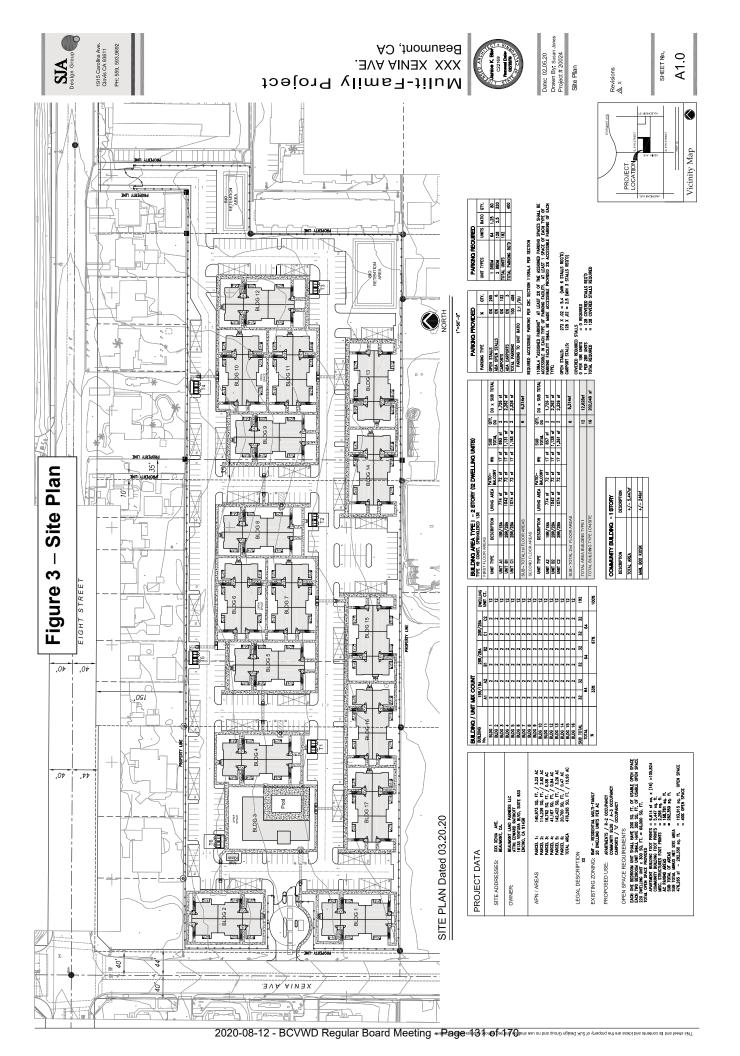
560 Magnolia Avenue • PO Box 2037 Beaumont, CA 92223-2258 Phone (951) 845-9581 www.bcvwd.org

Applicant Name:	Contact Phone #
Begannant Land Patnes, LLC Mailing Address:	626-263-420T
556 S. Fair Ocks Ave #337	1 50 111
City:	E-mail:
Pasadena CA 91105	Donufer@ avpre. Net
State & Zip:	
Service Address:	
Assessor's Parcel Number (APN), Tract Map No. Parcel Map No.:	•
419-160-005/024 d. 419-170-01	16/012/012/022 & 027
Project Type: Single-Family Multi-Family Comm	nercial/industrial Minor Subdivision (5 lots or less)
☐ Major subdivision (6+ lots) ☐ Other	1
Site Map Attached: Yes No	
Otto Map Attached.	
The letter should be delivered to:	
P. 10 C.	
Recipient: Paul Onufer	_
	_
\	
	-
DI EACE CHOOSE ONE.	
PLEASE CHOOSE ONE:	
Mail (above address)	
☐ Fax ☐ Will pick up	
The District reserves the right to impose terms and consistence and the Assessment Reports that take into account water availability	ty issues, conservation issues and the District's existin
facilities, all of which impact the District's ability to prove	ride service to the subject property and maintain th
District's ability to meet existing water demands.	
Beaumont Land Partners LLC	
By: JAM B Investments, LCC	
Its: Managing Member	4/9/2020
Applicant Cignoture Co	4/8/2020 Date
Applicance Signature	balo
By: Paul Onufor	
Its, Marager	

# **FIGURE 2**

Project Location Map (APN's 419-160-005, -024 and 419-170-016, -017, -018, -022, & -027)





# Figure 4 – Project Legal Description & LAFCO Annexation Considerations

#### LEGAL DESCRIPTION

Real property in the City of Beaumont, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 419-170-022-6 AND 419-170-027-1)

PARCEL 1 OF PARCEL MAP NO. 21136, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 138, PAGE 33 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 419-170-016-1)

LOT 3 IN BLOCK 5 OF THE SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 150 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE WESTERLY 111.25 FEET THEREOF.

PARCEL 3: (APN: 419-170-017-2)

THE WESTERLY 35 FEET OF LOT 5 IN BLOCK 5 OF THE SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE WESTERLY 10 FEET OF THE NORTHERLY 150 FEET.

PARCEL 4: (APN: 419-170-018-3)

THE WESTERLY 111.25 FEET OF LOT 3 IN BLOCK 5 OF THE SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPT THEREFROM THE NORTHERLY 150 FEET.

PARCEL 5: (APN: 419-160-005-0)

LOT 5 IN BLOCK 5, SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 150 FEET THEREOF.

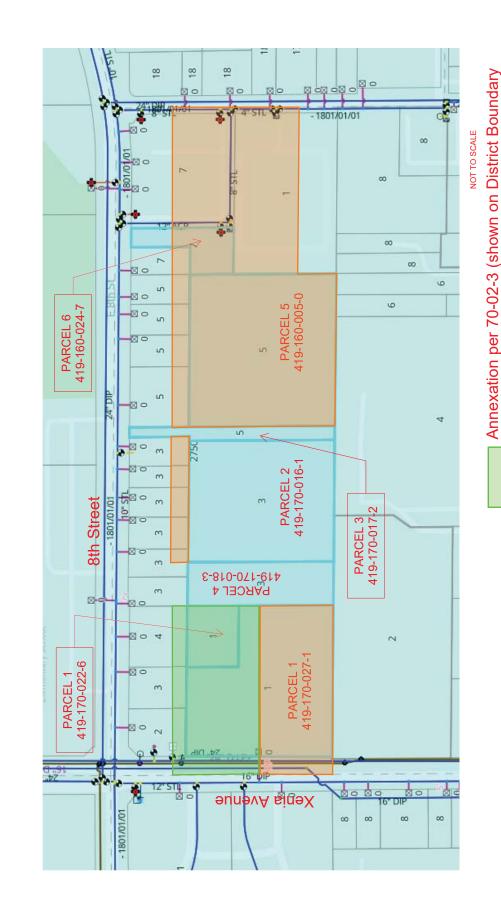
EXCEPTING THEREFROM THE WESTERLY 35 FEET THEREOF.

PARCEL 6: (APN: 419-160-024-7)

THE WESTERLY 120 FEET OF THE NORTHERLY 260 FEET OF LOT 7 IN BLOCK 5, SUBDIVISION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 10 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTHERLY 150 FEET OF THE WESTERLY 70 FEET OF SAID LAND.

# Figure 4 – Project Legal Description & LAFCO Annexation Considerations



Parcel 1 - APN 419-170-022-6, 419-170-027-1 Parcel 2 - APN 419-170-016-1 Parcel 3 - APN 419-170-017-2 Parcel 4 - APN 419-170-018-3

Parcel 5 - APN 419-160-005-0

Parcel 6 - APN 419-160-024-7

Proposed per 86-59-3, District staff research appears to show that this proposed annexation was not finalized.

Proposed Annexation per 86-59-3

Map as 70-1)



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 10

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Resolution 2020-\_\_: Ratifying and Proclaiming a District Local Emergency in

Response to the Impact of the Apple Fire

#### **Staff Recommendation**

Adopt Resolution 2020-\_\_: Ratifying and Proclaiming a District Local Emergency in Response to the Impact of the Apple Fire and Authorizing the General Manager and Director of Finance and Administrative Services to act as Authorized Agents on Behalf of the District.

#### **Background**

As authorized by the California Disaster Assistance Act (CDAA) the Director of the California Governor's Office of Emergency Services (Cal OES) administers a disaster assistance program that provides financial assistance from the state for costs incurred by local governments as a result of a disaster event. Funding for the repair, restoration, or replacement of public real property damaged or destroyed by a disaster is made available when the Director concurs with a local emergency proclamation requesting state disaster assistance. The program also provides for the reimbursement of local government costs associated with certain emergency activities undertaken in response to a state of emergency proclaimed by the Governor.

Pursuant to the Beaumont-Cherry Valley Water District (BCVWD) Policies and Procedures Manual, Section 1E, and California Government Code Section 8630, the General Manager in consultation with the President of the Board of Directors may declare a District Local Emergency when said District is affected or likely to be affected by a public calamity and the Board of Directors is not scheduled to meet in a timely manner. The Board must ratify the declaration within 7 days at a regular, special, or emergency Board meeting and must review the need for continuing the local emergency at least once every 60 days.

#### **Summary**

On Friday, July 31, 2020, a brush fire broke out along rural Oak Glen Road within the boundaries of the BCVWD and immediately created a significant impact on District operations. By August 6, the fire had grown to more than 28,000 acres into the communities of Cherry Valley, Banning, Morongo Reservation, Oak Glen, Forest Falls, and the San Bernardino National Forest. The burn scar currently includes sections of District-owned property in Edgar Canyon and Bogart Park, and the fire is continuing to grow and threaten homes and structures prompting evacuations. Further, the fire has created a burn area that significantly covers drainage areas tributary to the east branch of Noble Creak (above Bogart Park), which may create future debris flow issues from this area into the Community of Cherry Valley and which could affect certain District facilities. As of the morning of August 6, the fire is 30 percent contained.



Beginning Friday July 31<sup>st</sup> and continuing through the weekend of August 1-2, firefighting crews were staged at District properties in and around Edgar Canyon. BCVWD employees were on duty to provide water for firefighting efforts. Additionally, District staff was in continuous contact with firefighters identifying crucial water infrastructure, directing emergency personnel to the best sources of water as conditions changed, operating standby power systems, monitoring system pressure, and making repairs to water transmission mains as they were damaged during firefighting efforts and coordination with other local entities. Firefighting Helicopters were heavily dependent on the District's Noble Creek Recharge Facility to provide fire suppression efforts. Continuous use of the facility through the weekend and into the following week has been a valuable supply for dozens of rotary wing aircraft. The cost of this use of the District's increased groundwater production to support the firefighting efforts together with purchased imported water supply (Noble Creek Recharge Facility Water) may be eligible for reimbursement.

#### **Fiscal Impact**

Unknown.

#### **Attachments**

- 1. Proposed Resolution 2020-\_\_: Ratifying and Proclaiming a District Local Emergency in Response to the Impact of the Apple Fire
  - Exhibit A General Manager's Proclamation of a State of Emergency dated August 6, 2020, 2020
  - Exhibit B FEMA Release: FEMA Fire Management Assistance Granted for Apple Fire
  - Exhibit C Announcement from the office of Governor Gavin Newsom
- 2. National Interagency Fire Center Inciweb data Riverside County Cal FIRE Incident Report (retrieved 8/6/20 at 7:19 a.m.)
- 3. BCVWD Policies and Procedures Manual Part III, Section 1

#### **RESOLUTION 2020-\_\_**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT RATIFYING AND PROCLAIMING A DISTRICT LOCAL EMERGENCY IN RESPONSE TO THE IMPACT OF THE APPLE FIRE

**WHEREAS**, the governing body of the District has the authority to proclaim a local emergency; and

**WHEREAS**, California Government Code Section 3100 states that all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law, and the District needs to provide potable water deemed as an essential public service; and

**WHEREAS,** pursuant to the BCVWD Policies and Procedures Manual, Section 1E, the General Manager in consultation with the President of the Board of Directors may declare a District Local Emergency when said District is affected or likely to be affected by a public calamity and the Board of Directors is not scheduled to meet in a timely manner; and

**WHEREAS**, any actions that the District may take to ensure the continuation of critical services to protect the safety of customers and to provide for immunities that will protect the District for actions taken, as covered under the California Emergency Services Act; and

**WHEREAS**, working with the County of Riverside, this proclamation authorizes the undertaking of powers and invoking and disseminating emergency orders (e.g., emergency orders, emergency spending authorities, emergency or pre-established contracting, order necessary Personal Protective Equipment, recovery, etc.) and regulations necessary to provide for the protection of life, property, and the environment; and

WHEREAS, this proclamation establishes that an emergency exists, and that if mutual aid of incounty resources are needed, as covered under the California Master Mutual Aid Agreement and any local agreements to provide mutual aid should be sufficient to establish, and that the Emergency Services Act applies; and

WHEREAS, if out-of-county assistance is needed, requests for mutual aid should follow procedures set forth by the Standardized Emergency Management System (SEMS) and the Governor's Office of Emergency Services (CalOES), including obtaining mission numbers through the County of Riverside Emergency Management Department from CalOES for responding agencies. This is particularly important for possible reimbursement of extraordinary expenses in the event of a proclaimed "State of Emergency" or in the event of a presidential declaration of disaster when state or federal disaster relief funds become available; and

**WHEREAS**, conditions of disaster or of extreme peril to the health and safety of persons and property have arisen within the Counties of Riverside and San Bernardino as a result of the outbreak of the Apple Fire on July 31, 2020 which prompted California Governor Gavin Newsom to request and receive from the Federal Emergency Management Agency (FEMA) a Fire Management Assistance Grant; and

**WHEREAS,** by August 6, 2020 the fire had grown to more than 28,000 acres into the communities of Cherry Valley and Banning and wildlands including sections of District-owned property and Bogart Park, and is continuing to grow and threaten thousands of homes and structures prompting

evacuations and has created conditions that are likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat; and

**WHEREAS**, the District's ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by State and Federal governments will be critical to successfully responding to to the Apple Fire; and

**WHEREAS**, the ratepayers of the District are likely experiencing financial hardship during this time of the COVID-19 pandemic and it is the responsibility of every level of government to protect the public and take the necessary action to eliminate or reduce its expected negative consequences including assuring the safety of District employees, property and infrastructure to minimize financial impact to the ratepayers; and

**WHEREAS**, the Board of Directors of the Beaumont-Cherry Valley Water District restates its responsibility to the ratepayers and residents of the District: to provide safe, clean and reliable water, and recognizes this is an essential requirement for public health; and

#### WHEREAS, the Board of Directors finds and determines that:

- The conditions of extreme peril to the safety of persons caused by the Apple Fire exist and are beyond the control of the services, personnel, equipment and facilities of BCVWD and will require the combined forces of all governmental agencies to appropriately respond, and
- 2. Preparing for, responding to, mitigating and recovering from the Apple Fire requires the District to divert resources from normal day-to-day operations and has and will continue to impose extraordinary requirements on and expenses to the District, and
- 3. That resources of the Beaumont-Cherry Valley Water District may be insufficient, and the magnitude of the disaster created by the Apple Fire may be beyond the capabilities of the District, and
- 4. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, employment of sufficient personnel, use of mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the Apple Fire, the District may require additional assistance in the future, and proclamation of Local Emergency allows additional resources to flow to the District in a timely manner

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

- 1. The Board of Directors hereby ratifies and proclaims that a Local Emergency now exists throughout the Beaumont-Cherry Valley Water District, and
- 2. The Board of Directors hereby directs staff to implement its Emergency Plan as applicable and outlined in the District's Policies and Procedures Manual, Part III, Section 1, and
- 3. The Board of Directors hereby directs staff to request concurrence in local emergency by the State Director of the Office of Emergency Services and to notify the Cal-OES Southern Region Administrator of this proclamation of local emergency; and
- 4. The Board of Directors hereby suspends its rules and policies regarding personnel and procurement to the extent necessary within the law to allow full and expedited response to any unforeseen emergency situations to address the effects of the Apple Fire to protect public health, District employees, and District facilities; and

- 5. The Board of Directors hereby authorizes the General Manager or his designee to request or provide Mutual Aid assistance per the District's Policies and Procedures Manual, Part III, Section 1G
- 6. The Board of Directors hereby authorizes the General Manager and Director of Finance and Administrative Services to execute for and on behalf of the Beaumont-Cherry Valley Water District, a public entity established under the laws of the state of California, an application for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act
- 7. The Board of Directors hereby directs staff to provide a review of this Local Emergency proclamation at every regularly scheduled Board of Directors meeting until terminated, with no review to exceed 60 days from the last review.

**IT IS FURTHER RESOLVED AND ORDERED** that during the existence of said Local Emergency the powers, functions and duties of the District shall be those prescribed by state law, by ordinances, and resolutions of the Beaumont-Cherry Valley Water District, and that this Local Emergency Proclamation is in effect until rescinded by the Board of Directors of the Beaumont-Cherry Valley Water District.

**BE IT FURTHER RESOLVED AND ORDERED** that a copy of this Proclamation be forwarded to the Riverside County Emergency Management Department to be forwarded to the Director of the California Governor's Office of Emergency Services.

ADOPTED this day of		, 2020 by the following roll call	vote:
AYES: NOES: ABSTAIN: ABSENT:			
	ATTE	EST:	
Director John Covington, Preside Board of Directors of the	Board	tor Lona Williams, Secretary to the	
Beaumont-Cherry Valley Water  APPROVED AS TO FORM:	District beaut	mont-Cherry Valley Water District	
James Markman, Legal Counse To the Beaumont-Cherry Valley			

#### Attachments:

DKJ:ljk

- Exhibit A General Manager's Proclamation of a State of Emergency dated August 6, 2020, 2020
- Exhibit B FEMA Release: FEMA Fire Management Assistance Granted for Apple Fire
- Exhibit C Announcement from the office of Governor Gavin Newsom



#### PROCLAMATION 2020-02

A PROCLAMATION OF THE GENERAL MANAGER OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT DECLARING A DISTRICT LOCAL EMERGENCY WITHIN THE DISTRICT IN RESPONSE TO THE IMPACT OF THE APPLE FIRE

WHEREAS, on Friday, July 31, 2020, a brush fire broke out along Oak Glen Road within the boundaries of the Beaumont-Cherry Valley Water District (BCVWD) and immediately created a significant impact on District operations; and

WHEREAS, by August 4, 2020 the fire had grown to more than 26,500 acres into the communities of Cherry Valley and Banning and wildlands including sections of District-owned property and Bogart Park, and is continuing to grow and threaten thousands of homes and structures prompting evacuations and has created conditions that are likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat; and

WHEREAS, the District's ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by State and Federal governments will be critical to successfully responding to to the Apple Fire; and

WHEREAS, pursuant to the BCVWD Policies and Procedures Manual, Section 1E, the General Manager in consultation with the President of the Board of Directors may declare a District Local Emergency when said District is affected or likely to be affected by a public calamity and the Board of Directors is not scheduled to meet in a timely manner; and

WHEREAS, on August 2, 2020, the Governor of California secured a Fire Management Assistance Grant from the Federal Emergency Management Agency (FEMA) to help ensure the availability of vital resources to suppress the Apple Fire allowing the District to apply for 75 percent reimbursement for its eligible fire suppression costs; and

WHEREAS, resources beyond the capability of the District may be necessary to protect its employees and infrastructure and provide mutual aid to assist with firefighting efforts; and

WHEREAS, the Beaumont-Cherry Valley Water District has a responsibility to the ratepayers and residents of the District: to provide safe, clean and reliable water, and recognizes this is an essential requirement for public health and safety; and

WHEREAS, per Government Code 8630 a Local Emergency declared by the General Manager shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Board of Directors; and

WHEREAS, after consideration of all facts reasonably available presently for review and all items, the General Manager now desires to proclaim the existence of a state of Local Emergency to make additional resources available to address the impacts of the Apple Fire; and

WHEREAS, the General Manager finds and determines that:

 The conditions of extreme peril to the safety of persons and property caused by the Apple Fire exist and are beyond the control of the services, personnel, equipment and facilities of BCVWD and will require the combined forces of many governmental agencies to appropriately respond, and

- 2. Preparing for, responding to, mitigating and recovering from the Apple Fire requires the District to divert resources from normal day-to-day operations and has and will continue to impose extraordinary requirements on and expenses to the District, and
- That resources of the Beaumont-Cherry Valley Water District are insufficient, and the magnitude of the disaster created by the Apple Fire will likely be beyond the capabilities of the District, and
- 4. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, employment of sufficient personnel, use of mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to the Apple Fire, the District may require additional assistance in the future, and proclamation of Local Emergency allows additional resources to flow to the District in a timely manner, and
- 5. The Board of Directors of the Beaumont-Cherry Valley Water District are not currently meeting and cannot be immediately called into session;

**NOW THEREFORE, IT IS HEREBY PROCLAIMED** by the General Manager of the Beaumont-Cherry Valley Water District that:

- 1. A Local Emergency now exists throughout the Beaumont-Cherry Valley Water District, and
- 2. Staff is directed to implement the District's Emergency Plan as applicable and outlined in the District's Policies and Procedures Manual, Part III, Section 1

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said Local Emergency the powers, functions and duties of the District shall be those prescribed by state law, by ordinances, and resolutions of the Beaumont-Cherry Valley Water District, and that this Local Emergency Proclamation shall expire in seven (7) days after issuance unless confirmed and ratified by the Board of Directors of the Beaumont-Cherry Valley Water District and is in effect until rescinded by said Board of Directors.

DATED this 6 day of 4 905t, 2020 by:

ATTEST:

Daniel K. Jaggers, General Manager Yolanda Rodriguez

Director of Finance and Administration

APPROVED AS TO FORM:

James Markman, Legal Counsel

To the Beaumont-Cherry Valley Water District

Attachments: FEMA Release: FEMA Fire Management Assistance Granted for Apple Fire

Announcement from the office of Governor Gavin Newsom







# FEMA Fire Management Assistance **Granted for the Apple Fire**

Release Date	Release Number
Aug 3, 2020	RIX-NR-20-31

OAKLAND, Calif. - The Federal Emergency Management Agency (FEMA) has authorized the use of federal funds to assist the State of California in combating the Apple Fire burning in Riverside and San Bernardino counties and the lands of the Morongo Band of Mission Indians.

On Aug. 2, 2020, the State of California submitted a request for a Fire Management Assistance Grant (FMAG) for the Apple Fire. At the time of the request, the fire threatened approximately 3,500 homes in Banning, Oak Glen, Forest Falls, Pioneer Town, and Morongo. The fire also threatened high voltage power lines, fiber optics, and the Banning Heights Watershed area.

The FEMA regional administrator approved the state's request on Aug. 2, 2020, as the fire threatened to become a major incident.

FMAGs provide federal funding for up to 75 percent of eligible firefighting costs. The Disaster Relief Fund provides allowances for FMAGs through FEMA to assist in fighting fires that threaten to cause major disasters. Eligible costs covered by FMAGs can include expenses for field camps, equipment use, materials, supplies and mobilization, and demobilization activities attributed to fighting the fire.

###

FEMA's mission is helping people before, during, and after disasters. Follow FEMA Region 9 online at twitter.com/femaregion9 or view more news releases at fema.gov/fema-regions/region-ix.

#### **Exhibit C**

### California Secures Federal Assistance to Support Response to Apple Fire in Riverside and San Bernardino Counties

Published: Aug 02, 2020

SACRAMENTO – Governor Gavin Newsom today announced that the state has secured a Fire Management Assistance Grant (FMAG) from the Federal Emergency Management Agency (FEMA) to help ensure the availability of resources to fight the Apple Fire burning in Riverside and San Bernardino counties.

The FMAG will also assist local, state and tribal agencies responding to the fire to apply for 75-percent reimbursement of their eligible fire suppression costs.

The Apple Fire has burned over 20,500 acres of local, state and federal land since it started on July 31, causing mandatory evacuations and threatening homes, businesses and critical infrastructure in Riverside and San Bernardino counties.

The Governor has activated the state's Southern Region Emergency Operations Center in Los Alamitos to coordinate the response to the fire with local, state and federal officials including Cal OES Fire and Rescue, Law Enforcement and Southern Region personnel, CAL FIRE, and others working to address emergency management and mutual aid needs on the ground.

###



# **Apple Fire**

#### **Unit Information**

San Bernardino National Forest U.S. Forest Service 602 S. Tippecanoe Ave. San Bernardino, CA 92408



#### Incident Contacts

#### **Public Information Call Center**

Email: 2020.apple@firenet.gov

Phone: 909-383-5714 Hours: 8AM-10PM

#### **Highlighted Activity**

#### Apple Fire Evening Update, August 5, 2020

08/05/2020

Incident Information: Start / Report Date: July 31, 2020 Cause: Human Caused Fuels Involved: Chaparral & Brush Size: 27,569 acres Location: Banning Canyon Injuries: 1 Homes destroyed: 4 Percent...

News - 08/05/2020

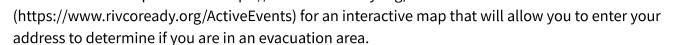
#### **Incident Overview**

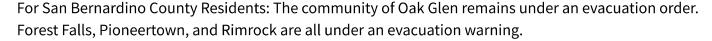
**Current Situation:** The fire was active last night on the east and west flanks. Ground crews continued to build line in the area of Pine Bench and made good progress on the western perimeter east of Oak Glen. Line building will continue today up to Yucaipa Ridge and is a high priority to protect the Forest Falls and

Oak Glen communities. An additional base camp is being established at Yucaipa Ridge Park to support firefighters working in this area.

The fire was also very active overnight in Millard Canyon. Crews built direct line with supplement night air drops in this area. Firefighters will continue line construction today in Millard Canyon and continue north to Whitewater Canyon to limit fire growth to east.

**Evacuations / Closures:** Evacuation Orders for Riverside
County have been lifted. Evacuation Warnings are still
current. Residents: please visit https://www.rivcoready.org/ActiveEvents





The San Gorgonio Wilderness has been closed to all use. An Emergency Forest Closure Order is in effect as of August 2, 2020. The order prohibits all entry into the San Gorgonio Wilderness and some adjacent areas. This order also includes the Pacific Crest Hiking Trail between the Forest Boundary and Forest Road 1N01. Additionally, all Forest Service recreation areas in the Forest Falls area are closed. Fire restrictions have increased across the San Bernardino National Forest. Please refer to the Forest web page at https://www.fs.usda.gov/sbnf (https://www.fs.usda.gov/sbnf) for additional details.

**Evacuation Center:** San Bernardino County residents remaining under the Oak Glen Evacuation Order may contact The American Red Cross at (571) 595-7774. The evacuation center at Beaumont High School has closed.

**Road Closures:** All road closures in Riverside County have been lifted. In San Bernardino County the following closures are current: Oak Glen Road at Wildwood Canyon, Oak Glen Road at El Dorado Park and Valley of the Falls Drive is closed at Highway 38.

**Weather:** The morning marine layer will keep temperatures cooler longer for firefighters but afternoon winds will increase over the fire area.

**Safety Message:** In addition to dealing with the inherent hazards of fighting a wildland fire, firefighters are taking precautions to prevent the spread of COVID-19 by limiting inter-crew face-to-face interactions to what is operationally necessary to engage the fire safely.

There is a temporary flight restriction over the fire and vicinity. It is illegal to fly drones within the restricted area. Remember, "When you fly, we can't".

**Smoke Outlook:** Expect similar Apple Fire smoke conditions as previous days but with less smoke. In the early morning hours, smoke from the fire will be pushed southeast into the I-10 corridor. The communities of Desert Hot Springs, Palm Springs, Indio, and surrounding communities will receive smoke. As the day progresses, smoke will travel eastward towards Highway 62 with the communities of



Morongo Valley, Yucca Valley, Landers, 29 Palms, Joshua Tree, and Desert Hot Springs effected.

Tips for reducing smoke exposure:

- Create a clean room with filtered air
- Limit time spent outdoors during smoky conditions
- If you are experiencing smoke exposure symptoms, contact your healthcare provider if you have health-related concerns

#### **Incident Information**

#### **Basic Information**

Current as of	8/6/2020, 7:07:39 AM
Incident Type	Wildfire
Cause	Human Caused
Date of Origin	Friday July 31st, 2020 approx. 05:00 PM
Location	Oak Glen, Banning Canyon
Incident Commander	USFS, M. Minton CALFIRE, T. Hopkins Riverside County Sheriff, Salas CHP, Ramos City of Yucaipa
Coordinates	33.998 latitude, -116.933 longitude

#### **Current Situation**

Total Personnel	2,591
Size	28,085 Acres
Percent of Perimeter Contained	30%
Estimated Containment Date	Monday August 17th, 2020 approx. 12:00 AM

Fuels Involved	Timber (Litter and Understory) Chaparral (6 feet) Tall Grass (2.5 feet)
Significant Events	The fire is burning in an area with no recent fire history. As the fire burns into the wilderness the fuels become decadent chaparral and timber that has experienced bark beetle kill on the ridge tops. As the fire progresses east it will burn into areas where fuels are not as dense.

#### Outlook

Planned Actions	Perimeter control, construct direct and indirect control lines, structure defense, and scout out contingency lines.
Projected Incident Activity	Main fire progression will continue to the northeast into the wilderness.
Remarks	

#### **Current Weather**

#### Weather Concerns

Cooler conditions prevailed across the incident today as high pressure weakened. With the cooler temperatures, relative humidity was a bit higher. Gusty onshore winds prevailed with gusts around 20 mph in the afternoon and evening.

Thursday and Friday morning, the cooling trend will continue with a slight uptick in relative humidity. Afternoon winds will be a bit stronger with gusts near 25 MPH in some areas. Relative humidity will drop after midnight increasing fire behavior.

#### 1. EMERGENCY PREPAREDNESS

- A. **Policy.** It is the policy of the District to create and maintain an active emergency preparedness program that includes an emergency plan that will help manage the District's critical functions during any emergency and protect the safety of staff. The District will coordinate the emergency plan, function and response with those responders from the public and private entities and organizations charged with emergency duties.
- B. **Emergency.** Emergency means the actual or threatened existence of conditions of disaster or of extreme peril to the provision of critical District functions and the health and safety of staff or the public, caused by such conditions as fire, severe storm, riot, hazardous materials releases, earthquake, power outages, dam failures, freezes, water supply contamination, and other conditions which may be beyond the capability of the services, personnel, equipment, and facilities of this District, and may require the combined forces of other political subdivisions to help respond.
- C. Emergency Preparedness. The Board of Directors authorizes the establishment of an Emergency Preparedness Program, which consists of the nationally-recognized four (4) phases of emergency management: mitigation, preparedness/planning, response, and recovery. District actions will include developing and maintaining a District-wide emergency plan, identifying and training District staff to activate and use the plan, appointing District staff to critical positions identified in the emergency plan, and appointing staff to represent the District in negotiations or consultations with public and private agencies on matters pertaining to response to the emergency and recovery of damaged systems and financial costs incurred during the emergency.
- D. **Standardized Emergency Management System.** The California Office of Emergency Services regulates the Standardized Emergency Management System (SEMS), which was created by Government Code §8607 following the East Bay Hills Firestorm in 1991. To ensure reimbursement for claims filed after a disaster, all District emergency plans, procedures, and training will follow the SEMS regulations, and coordinate with the District-wide emergency plan.
- E. **District Emergency Declaration.** When an emergency condition arises, the General Manager may, in consultation with the Board President, declare a "District Emergency." The Board must ratify the declaration within fourteen (14) days at a regular, special or emergency Board meeting.
- F. **Authorization During District Emergencies.** The General Manager's Declaration of a District Emergency is a public acknowledgement of the serious situation the District faces, and that the District's resources may not be adequate to respond to the emergency. The Board of Directors, in consultation with the General Manager, may delegate to the General Manager the authority to suspend competitive bidding and enter into emergency contracts of up to two-hundred fifty thousand dollars (\$250,000), as authorized by Public Contract Code §20567 and §22050.

- G. **Mutual Aid.** The California Master Mutual Aid Agreement (Government Code §8561, §8615, and §8617) allows for the implementation of mutual aid during threatened, actual, or declared emergencies. The General Manager, in accordance with the Emergency Plan, may request mutual aid assistance from other local government and public agencies, or commit District resources to other agencies requesting aid. The General Manager may sign appropriate documents to effectuate mutual aid and other emergency response agreements.
- H. **Continuity of Management.** The District's emergency plan will list at least two (2) successors to critical staff identified in the plan, including the General Manager. In the event the primary person is unable to respond to an emergency, each successor, in order, may assume all the duties and powers of the primary staff.
- Status Reports. In June of each year, the General Manager will provide annual reports to the Board of Directors on the progress of the Emergency Preparedness Program.
   Additional reports will be given to the Board on the effectiveness of the plan and District response within sixty (60) days of the occurrence of a declared District Emergency.

#### 2. EMERGENCY RESPONSE GUIDELINE FOR HOSTILE OR VIOLENT INCIDENTS

- A. **Purpose of the Policy.** To provide direction for the District Board of Directors and staff regarding responses to hostile or violent incidents, including possible armed intruders or related threats on District facilities or properties.
- B. **Background.** The potential for hostile or violent incidents on District facilities or operational locations always exists. In recent time frames, incidents involving armed intruders have occurred in increasing frequency involving injuries and deaths at government institutions, offices and educational facilities. Often, an intruder is a person who is an ex-employee, customer or person known to the agency involved. The person often is upset at an event or person who works at the facility. However, armed intruders can be any variety of persons who have an anger situation affecting one or more staff members or other related persons to the District. Often, incidents involving armed intruders escalate to include multiple persons and potentially taking of hostages, including District customers. Threats of these types and risks are to be considered extreme emergencies and the safety and well being of employees and/or customers is the highest priority.
- C. Response to an Incident. Any evidence of the exposure to a hostile or violent person or situation on District facilities or operating areas should be taken seriously for safety purposes. Any Director or staff employee observing or sensing that a violent or hostile situation is occurring should consider taking precautionary and safety actions. Any event resulting in awareness of a possible violent act including possible gunfire, explosion, fighting, or scuffling could indicate an incident of violent potential. Any staff person observing such potential activities should take steps to protect themselves and others on the District premises including but not limited to:



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 11

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Resolution 2020-\_\_: Establishing Authorized Agents to Act on Behalf of the

**District for Cost Recovery** 

#### **Staff Recommendation**

Adopt Resolution 2020-\_\_: Establishing Authorized Agents to Act on Behalf of the District for Cost Recovery.

#### **Summary**

In order to complete an application for funding, cost recovery or reimbursement from federal or state sources via the California Office of Emergency Services, the governing body of the District is required to formally designate the individuals that are authorized to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants. The official form Cal OES 130 must be used (attached).

This designation will be valid for three years from the date of execution and will cover not only the COVID-19 state of local emergency and the Apple Fire state of local emergency, but any other declared emergencies that may arise and be so designated by the Board.

This action was previously achieved via Resolution 2013-03, which will be superseded.

#### **Fiscal Impact**

None related to this designation. This designation will facilitate any potential cost recovery available in the future.

#### **Attachments**

- Resolution 2020-\_\_: Establishing Authorized Agents to Act on Behalf of the District for Cost Recovery
- Cal OES Form 130
- Resolution 2013-03 to be superseded

#### RESOLUTION 2020-\_\_

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ESTABLISHING AUTHORIZED AGENTS TO ACT ON BEHALF OF THE DISTRICT

**WHEREAS**, the Board of Directors of the Beaumont-Cherry Valley Water District (District) has determined that it is in the best interest of the District to authorize agents to act and execute any application for the purpose of obtaining certain financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and / or state financial assistance under the California Disaster Assistance Act,

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

- 1. The following two positions are hereby authorized to execute for and on behalf of the Beaumont-Cherry Valley Water District, a public entity established under the laws of the State of California:
  - General Manager
  - Director of Finance and Administrative Services
- The above agents are hereby authorized to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required
- 3. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval / adoption below.
- 4. This Resolution supersedes Resolution 2013-03.

ADOPTED this day of	2020 by the following roll call vote
AYES: NOES: ABSTAIN: ABSENT:	
	ATTEST:
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

Attachment: Cal OES 130 form

Cal OES ID No:
----------------

#### DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE	Board of Directors	OF THE Beaumont-C	herry Valley Water District
	(Governing Body)		(Name of Applicant)
THAT	General Mana	ager	OR
	(Title of Authoriz		_,
_	Director of Finance and Admin		,OR
_	(Title of Authoriz	zed Agent)	_
_			_
	(Title of Authoriz		
is hereby authorized to execute for	or and on behalf of the		/ater District, a public entity
Services for the purpose of obtain	ning certain federal financial assista	ance under Public Law 93-288	) rnia Governor's Office of Emergency 3 as amended by the Robert T. Stafford e California Disaster Assistance Act.
THAT the Beaumont-Ch	erry Valley Water District	, a public entity establishe	d under the laws of the State of California,
(Nar	ne of Applicant) provide to the Governor's Office o		matters pertaining to such state disaster
Please check the appropriate b	ox below:		
Passed and approved this1		the Board of Directors overning Body Representative)	
-	David Hoffman, Vice-Preside		<u> </u>
	(Name and Title of Go	overning Body Representative)	
	(Name and Title of Go	overning Body Representative)	
	`	TIFICATION	
I, Lona Williams	, duly app	pointed and Secretary of the	ne Board of Directors of
Beaumont-Cherry Valley W	oton District	1	(Title)
(Name of Ap	, uo n	ereby certify that the above	e is a true and correct copy of a
D 1.2	Board of Directors	ca Beau	mont-Cherry Valley Water District
Resolution passed and approv	(Governing F		(Name of Applicant)
on the 12th	day of August , 20	0 <u>20</u> .	
		_Secretary of the Bo	ard of Directors
(S	ignature)		(Title)
Col OES 130 (Pay 0/13)	1	Page 1	

#### Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body**: This is the group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant**: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent**: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

- 1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
- 2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

#### **Certification Section:**

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

#### **RESOLUTION No. 2013-03**

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ESTABLISHING AUTHORIZED AGENTS TO ACT ON BEHALF OF THE DISTRICT

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Water District has determined that it is in the best interest of the District to authorize the General Manager and Director of Finance & Administrative Services to execute for and on behalf of the, Beaumont-Cherry Valley Water District, a public entity established under the laws of the State of California, this application and to file it with the California Emergency Management Agency for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act:

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Water District, hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

NOW, THEREFORE, BE IT RESOLVED, that the General Manager and Director of Finance & Administrative Services are authorized agents to act on behalf of the District as set forth in this Resolution.

ADOPTED, SIGNED AND APPROVED, THIS 12th DAY OF JUNE BY THE FOLLOWING

VOTES: Approved 5-0

AYES: Ball, Guldseth, Ross, Slawson & Woll

NOES: None ABSENT: None ABSTAIN: None

APPROVED:

Ryan Woll, President of the Board of Directors of the

Beaumont-Cherry Valley Water District

(seal)

Attest:

Dr. Blair Ball, Secretary to the Board of Directors of the

Beaumont-Cherry Valley Water District

Dan Ball

Resolution 2013-03 Page 1 of 1

BCVWD

Cash Flow Activity & Revenue Loss Due To COVID-19 Local State of Emergency

#### Accounts with Balances as of July 28, 2020 and 2019

	As of	7/28/2020	As of	7/28/2019	As of 6/2	5/2020
	Qty of	7,20,2020	Qty of	7/20/2013	A3 01 0/ 2	3,2020
City Residential Accounts billed in June	Accounts	Amount Due	Accounts	Amount Due	Qty of Accounts	Amount Due
Bimonthly billing (service period April-May)	Accounts	Amount Due	Accounts	Amount Due	Qty of Accounts	Amount Due
Balance Under 30 days	39	2,679	145	6,879	7,961	669,887
Balance 30-60 days	930	76,821	2,194	155,700	815	123,094
Balance 60-90 days	366	55,623	173	13,639	41	6,051
Balance 90+ days	73	16,277	64	9,719	48	11,946
Subtota		151,400	2,576	185,937	8,865	810,979
City Commercial Accounts billed in June						
Bimonthly billing (service period April-May)						
Balance Under 30 days	_	_	_	_	311	68,020
Balance 30-60 days	36	6,914	43	6,501	25	9,746
Balance 60-90 days	7	751	2	2,152	-	-
Balance 90+ days	11	4,260	5	1,867	6	2,393
Subtota		11,926	50	10,520	342	80,159
Subtotal for City Accounts	1,462	163,326	2,626	196,456	9,207	891,138
Valley Residential Accounts billed in July						
Bimonthly billing (service period May-June)						
Balance Under 30 days	8,162	1,021,033	7,619	619,277	27	2,087
Balance 30-60 days	62	6,628	390	35,209	1,045	82,051
Balance 60-90 days	293	56,742	131	16,718	14	1,597
Balance 90+ days	107	31,302	20	5,000	134	24,555
Subtota	al 8,624	1,115,704	8,160	676,204	1,220	110,289
Valley Commercial Assounts billed in July						
Valley Commercial Accounts billed in July Bimonthly billing (service period May-June)						
,	87	CO OCT	87	20.240	1	C 030
Balance Under 30 days	87	60,065		30,340	7	6,928
Balance 30-60 days	-	-	3	518	1	3,482
Balance 60-90 days	2	2,575	1	7	-	-
Balance 90+ days	6	25,215	3	2,241	5	21,298
Subtota	al 95	87,855	94	33,106	13	31,708
Subtotal for Valley Accounts	8,719	1,203,560	8,254	709,310	1,233	141,998
Monthly Multi-Residential Accounts billed in July						
Monthly billing (service period June 16-July 15)						
Balance Under 30 days	12	38,768	13	15,747	12	38,648
Balance 30-60 days	2	11,175	-	-	2	10,257
Balance 60-90 days	-		_	_	-	-
Balance 90+ days	3	16,018	2	5,573	1	8,964
Subtota		65,961	15	21,320	15	57,869
Monthly Commercial Accounts billed in July						
Monthly billing (service period June 16-July 15)						
Balance Under 30 days	476	324,724	512	280,801	437	237,612
Balance 30-60 days	29	16,371	22	5,734	69	109,968
Balance 60-90 days	9	67,276	3	1,575	-	-
Balance 90+ days	8	153,027	8	215,664	10	168,613
Subtota	522	561,398	545	503,774	516	516,194
Subtotal for Monthly Accounts	539	627,359	560	525,094	531	574,062
						-

BCVWD

Cash Flow & Revenue Loss Due To COVID-19 Local State of Emergency

	Year 2020		Yea	r 2019	Change: 2020 AR i	ncrease	from 2019
	Qty of		Qty of				
	Accounts	<b>Amount Due</b>	Accounts	<b>Amount Due</b>	<b>Qty of Accounts</b>	Amou	nt Due
Residential with balance	10,049	\$ 1,333,066	10,751	\$ 883,460	(702)	\$	449,606
Commercial with balances	671	\$ 661,179	689	\$ 547,400	(18)	\$	113,780
<b>Total For Accounts with Balances</b>	10,720	\$ 1,994,245	11,440	\$ 1,430,860	(720)	\$	563,385
All Active Residential Accounts	18,381		17960		421		
All Active Commercial Accounts	1,115		1048		67		
Total Number of Active Accounts	19,496		19,008		488		
Accounts paid in full	8,776		7,568		1,208		

#### Accounts with Payment Plans and Non-Shutoffs as of 7/28/2020

Total Customer Payment Plans Requested of of 7/28/2020						
Timeframe	Quantity of Plans Issued		Amount ment Plans ssued For			
As of 03/31/2020	5	\$	5,080.46			
4/01/20 to 4/30/20	3	\$	573.77			
5/01/20 to 5/31/20	0	\$	-			
6/1/20 to 6/30/20	13	\$	2,370.80			
6/1/20 to 6/25/20	11	\$	5,032.23			
Total Payment Plan Requests	32	\$	13,057.26			
Payment plans that were requested f	rom March 2020 to	the	date of the i			

SB 998 (effective 2/1/2020) gives the customers 60 days after delinquency to pay

Table 2 - Remaining number of N	Ion-Shut Offs
	Quantity of
Timeframe	Non-Payment
	Customers
3/27/20 to 3/31/20	0
4/01/20 to 4/30/20	2
5/01/20 to 5/31/20	34
6/1/20 to 6/30/20	30
7/1/20 to 7/28/20	0
<b>Total Non-Payment Customers</b>	66

#### Accounts with Payment Plans and Non-Shutoffs as of 6/25/2020

Timeframe	Quantity of Plans		Amount ayment
	Issued	Pla	ns Issued
As of 03/31/2020	5	\$	5,080.46
4/01/20 to 4/30/20	3	\$	573.77
5/01/20 to 5/31/20	0	\$	-
5/1/20 to 6/25/20	13	\$	2,370.80
Total Payment Plan Requests	21		8,025.03
Total Payment Plan Requests ayment plans that were requested from March		late d	•

Table 2 - Remaining number of	Non-Shut Offs
Timeframe	Quantity of Non- Payment Customers
3/27/20 to 3/31/20	0
4/01/20 to 4/30/20	2
5/01/20 to 5/31/20	43
6/1/20 to 6/25/20	35
<b>Total Non-Payment Customers</b>	80



### BCVWD Accounts with Late Fees Waived Due to COVID-19 Local State of Emergency As of 7/28/2020

Table 1 - Inactivation Fee Revenue Loss for Non-Payment Customers as of 7/28/2020

Timeframe	Quantity of Non- Shut Offs	activation Fee for Non- Payment	Re	ss of venue ty x Fee)
3/27/20 to 3/31/20	0	\$ 50.00	\$	-
4/01/20 to 4/30/20	139	\$ 50.00	\$	6,950.00
5/01/20 to 5/31/20	77	\$ 50.00	\$	3,850.00
6/1/20 to 6/30/20	53	\$ 50.00	\$	2,650.00
7/1/20 to 7/28/20	252	\$ 50.00	\$	12,600.00
Total Inactivation Fee Revenue Loss	521		\$	26,050.00

Table 1 - Revenue loss due to Non-shut offs

Table 2 - Remaining number of accounts with non-shut offs, payments still pending

Letters issued for payment plans; customers have since paid their bills

Late Notification Fees Reve	enue Loss (	\$5 each) Waived	as of 7/28/2020	)	
Timeframe		Quantity of Notifications <sup>(1)</sup>	Notification Fee		Loss of Revenue Qty x Fee)
3/27/20 to 3/31/20		0	\$5.00	\$	-
4/01/20 to 4/30/20		823	\$5.00	\$	4,115.00
5/01/20 to 5/31/20		651	\$5.00	\$	3,255.00
6/1/20 to 6/30/20		2209	\$5.00	\$	11,045.00
7/1/20 to 7/28/20		870	\$5.00	\$	4,350.00
	Total	4553		Ś	22.765.00

<sup>(1)</sup> The Quantity is the number of Reminder (Second) and Disconnection (Third) Notices that are still being mailed to customers.

<sup>(2)</sup> The Board of Directors approved the \$5 charge for each notice to be waived at the March 26, 2020 Regular Board Meeting.

Waived Credit Card Proces	sing Fees as	of 7/28/2020					
Timeframe		of Payments ade Online	# of Payments made via Phone	Total # Payment Transactions	dit Card cessing Fee	Cre	edit Card Processing Fees Waived (Qty x Fee) <sup>(1)</sup>
3/27/20 to 3/31/20		390	45	435	\$ 1.75	\$	761.25
4/01/20 to 4/30/20		2352	506	2858	\$ 1.75	\$	5,001.50
5/01/20 to 5/31/20		2773	377	3150	\$ 1.75	\$	5,512.50
6/1/20 to 6/30/20		2243	560	2803	\$ 1.75	\$	4,905.25
7/1/20 to 7/28/20		2509	427	2936	\$ 1.75	\$	5,138.00
	Total	10267	1915	12182		\$	21,318.50

<sup>(1)</sup> Payments made electronically through the District website or via Phone are automatically charged a \$1.75 processing fee.

Staff is manually reversing the charges as approved by the Board at the March 26, 2020 Regular Board Meeting.

#### Total Revenue Loss for Period 03/27/2020 through 07/28/2020 (Due to COVID-19)

То	tal \$ 70.133.50
Credit Card Processing Fees Revenue Loss (\$1.75 each) waived	\$ 21,318.50
Late Notification Fees Revenue Loss (\$5 each) waived	\$ 22,765.00
Inactivation Fee Revenue Loss (\$50 each) for Non-Payment Customers	\$ 26,050.00

# Beaumont-Cherry Valley Water District Statement of Cash Flows (unaudited) For the Seven Months\* Ended July 29, 2020 and July 31, 2019

YEAR-TO-DATE CASH & INVESTMENT FLOWS				
Cash flows from operating activities.	July 29, 2020	July 31, 2019	\$ Change	
Receipts from customers	\$ 6,396,971	\$ 5.626.641	\$ 770,330	
Receipts from developers (unrestricted)	469,021	542,016	(72,995)	
Other receipts	148,625	195,655	(47,030)	
Payments to employees for salaries and benefits	(2,335,616)	(2,329,222)	(6,394)	
Payments to suppliers and service providers	(4,163,138)	(4,753,237)	290,099	$\Xi$
Receipt (refund) of customer deposits	(39,215)	42,586	(81,801)	
Net cash (used) provided (for) by operating activities	476,648	(675,561)	1,152,209	(2)
Cash flows from capital and related financing activities:				
Acquisition and construction of capital assets	(800,836)	(1,325,345)	524,509	(3)
Cash received from sale of capital assets	•	14,835	(14,835)	
Capital contributions	3,014,285	1,846,808	1,167,477	(4)
Net cash provided by capital and related financing activities	2,213,449	536,298	1,677,151	
Cash flows from investing activities:				
Interest received	464,610	1,095,921	(631,311)	(9)
Net increase in cash and cash equivalents	3,154,707	956,658	2,198,049	
Cash and investments, beginning of year	61,365,441	58,656,814	2,708,627	
Cash and investments, July 29/31	\$ 64,520,148	\$ 59,613,472	\$ 4,906,676	

# CASH & INVESTMENT BALANCE CLASSIFICATIONS

Restricted Cash and Investments			
Restricted Cash and Investments - Capital Commitments Restricted Cash and Investments - Funds Held for Others	\$ 32,605,805 3.157,481	\$ 28,196,048 3,197,180	\$ 4,409,757 (39,699)
Total Restricted Cash and Investments	\$ 35,763,286	\$ 31,393,228	\$ 4,370,058
Unrestricted Cash and Investments Designated:			
Reserve for Operations (3 months of budg. op. expenses)	\$ 3,583,299	\$ 3,371,679	\$ 211,620
Emergency Reserve (15% of budg. op. expenses)	2,149,979	1,917,641	232,338
Capital Replacement Reserve	23,023,584	22,930,924	92,660
Total Unrestricted Cash and Investments	\$ 28,756,862	\$ 28,220,244	\$ 536,618
Total Cash and Investments	\$ 64,520,148	\$ 59,613,472	\$ 4,906,676

# NOTES

'Report prepared on 7/29/2020, may exclude de minimis activity

(1) Primarily SCE (well pumping costs) and SGPWA (imported water purchases)

(2) Cash basis accounting, while Budget Variance Reports are accrual basis (timing differences)

(3) 2019: Primarily meters for new development, AMR/AMI conversion, Sites Reservoir

2020: Primarily meters for new development, Beaumont Ave. Service Line Replacement, Well 25 East Block Wall and Entrance Gate (4) 2019: Primarily contributions from CJ Foods Manufacturing, Pardee (Tract 37428), and Prologis Park (Winco)

2020: Primarily contributions from SGV Beaumont, LLC (Tract 37660), RSI (Tracts 27971-4, 6, 8)

(5) Rental income includes utilities such as propane, which is billed sporadically (readings often not done for 3-6 months)
(6) 2020: Includes an accrual basis (not cash) accounting difference of \$173,790.43 due to year-end adjustments for unrealized gains/losses that would only incur if all investments are sold at year end.



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 13

#### STAFF REPORT

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: BCVWD Return to Work Protocol, Acknowledgement, and Travel Disclosure

Form due to COVID-19 Emergency

#### **Staff Recommendation**

None. Information only.

#### **Background**

The General Manager declared a Local District Emergency for the Beaumont-Cherry Valley Water District due to the COVID-19 Coronavirus pandemic on March 19, 2020, and it was ratified by the Board of Directors on March 26, 2020. In order to follow health and safety guidelines, as well as public health orders made by the Governor of California, BCVWD closed the office and lobby to the public. Additionally, most Administrative and Engineering staff were instructed to work remotely until further notice. BCVWD enacted emergency temporary policies for teleworking and On-Call working conditions in order to maintain essential services to the public.

Currently, Administrative and Engineering staff are working remotely, and the Operations and Production staff are working with additional precautions such as assigned crews and physical separation. All employees are avoiding in-person meetings and other activities which would potentially be areas of exposure, and are following emergency policies for social distancing and the wearing of face coverings.

#### Summary

As the State of California, the County of Riverside, and local public health officials lift and/or change social distancing restrictions, it will be helpful for the District to follow a written plan for returning employees to in-person work and for allowing vendors and members of the public access to the main office. A Return to Work Protocol provides guidance to management in order to protect the safety of District employees and the public while offering excellent service to ratepayers.

The Return to Work Protocol, herewith as Attachment 1, allows the General Manager to open the lobby of the main office to the public when allowable by health and safety guidelines. Additionally, the Protocol will allow Administrative and Engineering employees the ability to return to work in the main office as practicable for essential duties.

The Protocol provides guidance to all BCVWD employees regarding expectations for social distancing and sanitation standards. These expectations are intended to hold all employees to an equal standard of responsibility for public health and safety. Additionally, the Protocol outlines employee responsibilities, such as a duty to report travel, which will allow management to analyze



ongoing risk to the organization and plan accordingly. The Protocol will be a fluid document, intended to be edited if and when guidance from local health authorities changes.

No Board action is necessary. These guidelines will be implemented as administrative procedure.

#### **Fiscal Impact**

There will be additional costs for Personal Protective Equipment (PPE), including face masks, gloves, hand sanitizer, and disinfecting wipes. These costs are incurred in accordance with the proposed Return to Work Protocol and Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA) guidelines.

#### **Attachments**

- BCVWD Return to Work Protocol
- 2. BCVWD Return to Work Protocol Acknowledgement
- 3. Travel Disclosure Form

Prepared by Sabrina Foley, Human Resources Coordinator



This protocol will be enacted when local governments ease their lockdown requirements or stay-athome orders, and at the discretion of the General Manager or their designee. The Beaumont-Cherry Valley Water District ("District") will follow all health and safety guidelines from local health authorities.

The purpose of this protocol is to ensure the health and safety of District employees and members of the public during the COVID-19 Emergency.

Employees also will comply with other requirements or protocols which may be adopted from time to time by the State of California or Riverside County Health Department. Notice of such additional requirements and protocols will be provided to all employees immediately after adoption and notice being provided to the District.

#### 1. Main Rules to Return to Work Safely

- Social Distancing will be implemented at every location, including offices, facilities, and vehicles. Social Distancing means:
  - Stay at least 6 feet away from other people
  - Do not gather in groups
  - o Avoid gathering in common areas, such as break rooms and near printers
- Follow hygiene best practices:
  - Wash your hands often with soap and water for at least 20 seconds
  - o Cough or sneeze inside your elbow
  - Throw used tissues away and wash or sanitize your hands after coughing or sneezing
  - Avoid touching your face
  - Clean and disinfect frequently touched surfaces daily
- All employees shall wear face coverings during working hours, and when working in the proximity of others.
- Avoid moving around the office or facility unnecessarily. Continue to use your phone, email, or instant messaging to communicate with co-workers.
- Avoid carpooling either to work or to work sites. Use of District vehicles will be assigned by the General Manager, Field Superintendent, or Assistant Director of Operations.
- Alternate work schedules or organize the workplace to allow for Social Distancing.
- Encourage working from home whenever possible.
- Disinfect all common areas and equipment daily, such as microwaves, coffee machines, printers, tools, vehicles, machinery, etc. In addition, managers will make sure hand sanitizer and wipes are available at each work location and site. Each employee is responsible for disinfecting their personal workspace (such as desk or assigned vehicle) daily.
- If employees experience respiratory symptoms (such as fever, cough, or shortness of breath), or have close contact with someone displaying these symptoms or testing positive for COVID-19, the 14-day quarantine is still mandatory.
  - o Employees must notify their supervisor of the situation as soon as possible.
  - Supervisors and managers must notify Human Resources as soon as possible.



- o If an employee begins displaying respiratory symptoms while at work, they should be isolated from other people and sent home as soon as possible.
- The District reserves the right to require that each employee coming to work be screened for signs and symptoms of COVID-19, including a temperature check. Such actions will be taken in compliance with HIPAA and other applicable regulations.

#### 2. Reminder Notice

Every office shall display a reminder notice on the front door and all entrance doors to remind employees and visitors to follow Social Distancing rules. As an example:



- 1. Do you have any symptoms related to COVID-19 (cough, fever, shortness of breath)?
- 2. Do any of your family members have these symptoms?
- 3. Please wash or sanitize your hands promptly when entering the office.
- 4. Remember that Social Distancing is the key to prevent illness.
- 5. Wear your face covering to protect others.

#### 3. Organization and Social Distancing

- The Return to Work Protocol should prioritize critical employees and employees who must be
  physically present to perform their duties. Employees should continue to work remotely
  whenever possible.
- Special measures implemented during the crisis shall remain in place until further notice.
  - Engineering Plans will continue to be left in the designated drop box and picked up after
     72 hours.
  - Incoming Mail will be left unopened for 72 hours, then opened and sorted by an employee wearing gloves.
  - Employees should use mailboxes, drop boxes, and inboxes rather than handing in paper items directly. Whenever possible, employees should use electronic methods of delivery instead of paper.
  - If any business practices need to be reviewed, consult with your supervisor before making any changes.
- Department Heads will determine adequate staffing and scheduling. If there are too many employees in the same workspace, Department Heads or the General Manager may instruct employees to return home and work remotely.



#### 4. Open Space/Outdoors

Social Distancing is difficult when working in open spaces, depending on the requirements of the work. Therefore, each manager will ensure that employees work at least 6 feet apart.

When working in open spaces or outdoors;

- Implement alternate work shifts when necessary.
- When offices are located near a narrow hallway, limit access to the area.
- If needed, reorganize the workspace to enable Social Distancing.
  - Change workstation assignments if needed.
  - Designate workspaces or assign tools to employees for the day.
  - Spread employees out.
  - Make sure you have all needed materials and tools so that employees do not have to share resources.
  - Mark off appropriate distancing requirements using tape on the floor or signs.
- Employees working together or in close spaces should move the work to a larger space and should separate as soon as possible after the task is completed.
- Supervisors, Crew Leaders, and Team Leads are responsible for ensuring Social Distancing guidelines are followed for their department or team.

#### 5. Common Areas and Shared Items

- All doors that are frequently used throughout the day shall be propped open. If the door cannot be kept open, employees will sanitize the doorknob and their hands after each use. Sanitizing wipes and hand sanitizer will be left near the door for employee use.
- Department Heads shall identify all items shared by employees during work hours such as tools, printers, etc. and develop a strategy to make sure that such items do not become a source of contamination.

#### 6. Lobby

The lobby at the main office will open at the discretion of the General Manager or their designee, and under the guidance of public health officials. The District's website will inform the public about the status of the lobby, hours, and contact information.

If the Lobby will be open to the public:

- Keep the front door open to allow entrance without touching the door handle.
- All visitors must wear a cloth face covering and follow Social Distancing guidelines set by the County of Riverside and the State of California. A sign will be posted by the door and at the service window to remind visitors of these requirements.
- Maintain a visitor log with no exceptions, which shall include the visitor's name, company if applicable, and phone number.
- Remove all nonessential materials, such as brochures, magazines, and newspapers.

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- All deliveries shall be done without contact. Do not sign your name using the courier's system. Mention your name to the courier and they will write it down for you.
- Mark appropriate Social Distancing on the lobby floor using tape. Visitors will stand at least 6 feet apart from each other.
- Employees working at the service windows will wear gloves and wash their hands frequently with soap and water for at least 20 seconds.
- The service counter will be sanitized frequently.

#### 7. Meal and Rest Periods

- Employees will wash their hands with soap and water for at least 20 seconds before and after eating.
- Limit the number of people using break areas by spacing out or removing chairs.
- Employees are encouraged to eat at their desk, in their assigned District vehicle, or in their office
- Employees will stagger meal and rest periods to avoid gathering in break areas.
- Employees are encouraged to use ice packs and lunchboxes instead of community refrigerators. If an employee puts their lunchbox in the refrigerator, it should be disinfected before use.
- Employees are encouraged to bring their own utensils, glasses, mugs, etc. They should be taken home each day to be washed rather than left in the break area.
- Supervisors will make sure sanitizing wipes are available in the break areas to sanitize microwaves, coffee machines, and refrigerator handles after each use.

#### 8. Meetings

- Continue to meet by phone conference rather than in person, even if all participants are working in the same location.
- For meetings that must take place in person, meet in a large room or outdoors so that participants can be at least 6 feet apart.
- Meeting areas such as conference rooms will be disinfected after each use.
- When meeting with an outside vendor or visitor, maintain Social Distancing and do not shake hands. Avoid sharing pens or other materials.

#### 9. Travel

- All nonessential business travel is prohibited until further notice. The General Manager or Department Heads will determine if travel is essential.
  - Employees traveling for essential purposes will follow Social Distancing rules during travel and at other locations.
  - Employees traveling for essential purposes will notify their supervisor if they believe they have been exposed to COVID-19.



- Travel Kit: When traveling for business, all employees will carry with them a Travel Kit containing a face covering such as a cloth mask, hand sanitizer, gloves, wipes, and any other items recommended by health authorities. Personal Protective Equipment (PPE) shall always be worn properly.
- Duty to Inform: Employees who intend to travel by any means, for either business or personal reasons, shall submit a Travel Disclosure Form to Human Resources. The form shall be submitted as soon as possible, but no later than the day before travel is to begin. If Travel occurs due to an emergency, Human Resources must be contacted, and the form submitted as soon as possible. The Travel Disclosure Form is intended to assist the District with assessing risk due to COVID-19 and will be maintained confidentially whenever possible. Travel will be shared with affected employees if Human Resources determines there is a risk to the health and safety of others. However, in accordance with HIPAA, the names of employees who may have been exposed to COVID-19 due to travel will not be disclosed.
- For the purposes of this form, "travel" shall mean any travel:
  - o By bus or train
  - By car during which you cross state or international borders
  - o By airplane, either a domestic or international flight
- "Travel" does not include the use of public transportation or car to commute to and from the workplace, or travel to essential businesses such as grocery stores or medical facilities.
- The District reserves the right to require a 14-day quarantine period upon employee's return from travel, to be determined on a case-by-case basis.

#### 10. Acknowledgement

All District employees will read the Return to Work Protocol. The "Acknowledgment of Return to Work Protocol" form shall be signed by all employees to confirm their awareness of the safety measures in place and good hygiene practices.

#### 11. Sanctions

Non-compliance with this protocol will be considered misconduct and an action contrary to the Personnel Rules and Regulations of the District. Failure to comply with the rules and procedures described herein will result in disciplinary action, in accordance with District policy, up to and including termination of employment.

## **Beaumont-Cherry Valley Water District Travel Disclosure Form**



This form shall be submitted to Human Resources prior to any travel, for personal or for essential business reasons, as described in the Return to Work Protocol document.

General Information
Employee Name:
Job Title:
Department:
Travel Information
Destination:
Travel Dates:
Purpose of Travel:
Business Reasons* Personal Reasons
*If Traveling for Essential Business Reasons, your supervisor must initial here to indicate travel is approved.
Supervisor Initials for Business Essential Travel:
Identification of Potential Contamination Hazards:
Human Resources Department Use
Date Form Received: By:
Approved by:
Quarantine Required upon Return?
Yes No

Beaumont-Cherry Valley Water District-Human Resources August 5, 2020



#### Beaumont-Cherry Valley Water District Regular Board Meeting August 12, 2020

Item 15

#### **STAFF REPORT**

**TO**: Board of Directors

**FROM**: Dan Jaggers, General Manager

SUBJECT: Temporary Revisions to District Policies and Procedures Manual Part I, Section

32: Uniforms and Protective Clothing

#### **Staff Recommendation**

Approve a temporary policy regarding uniform shorts for certain employee classifications to be effective until September 30, 2021.

#### **Background**

In September 2019, the Employee Association requested the Personnel Committee consider approval of a change to the BCVWD Personnel Policies and Procedures Manual, Part I, Section 32: Uniforms and Protective Clothing. The employees requested the opportunity to wear shorts for certain job functions such as meter reading.

The potential change was discussed at the Personnel Committee meetings on November 25, 2019 and on January 27, 2020, and was presented as part of a series of policy revisions on July 27, 2020. However, the Personnel Committee ultimately did not recommend the change to the full Board, pending further review of the drafted policy.

#### **Summary**

Currently, Section 32 prohibits the wearing of shorts by District personnel.

Given that the request was made by the Employee Association almost one year ago, staff recommends consideration of a temporary policy change to cover the remainder of the hot season in order to offer the field crews some relief until such time as an amended policy can be adopted.

The full Uniforms and Protective Clothing policy will come before the Board at a later time, but this temporary policy can be implemented immediately upon Board approval.

#### **Fiscal Impact**

Cost of uniform shorts is to be determined.

#### **Attachments**

Current BCVWD Personnel Policies and Procedures Manual, Part I, Section 32: Uniforms and Protective Clothing; with proposed changes marked as suggested edits.

#### 20. UNIFORMS AND PROTECTIVE CLOTHING

- A. **Employee Appearance and Dress.** Employees are expected to maintain a neat, clean and well-groomed appearance.
  - i. Hair, beard and mustaches must be of style and length to avoid coming into contact with moving equipment. Loose clothing is not to be work when operating equipment.
  - ii. Employees are expected to dress in a manner that is normally acceptable in similar business establishments. The wearing of suggestive attire or of dungarees, jeans, shorts, sandals, tennis shoes, western boots, T-Shirts and similar items of casual attire is not permitted as they do not present a businesslike appearance.
  - iii. The exception occurs when prior approval has been given by a manager to wear non-professional clothing to complete a specific duty or special function or on days designated by the General Manager as "casual days."
  - iv. No facial piercing or gauges shall be worn while on duty.
  - v. \_\_\_\_Any visible tattoos should be covered while on duty.
  - Field Staff may wear a complete set of a short-sleeved shirt and District-issued shorts if the outdoor temperature exceeds eighty (80) degrees Fahrenheit during a working shift for designated activities as approved by their supervisor, such as meter reading.
  - vi.vii. Any work time missed because of failure to comply with the dress policy will not be compensated, and repeated (3) violations of this policy will be cause for disciplinary actions.
- B. **Uniforms.** The District supplies all field employees with uniforms.
  - i. The cost of uniforms and/or protective clothing, boots, etc., that employees are required to wear shall be borne by District.
  - ii. All field employees are required to wear steel toed safety shoes or boots. The District will reimburse each field employee up to one hundred thirty dollars (\$130) per year on or after the employee's hire date then on or after the employee's anniversary date, thereafter, for said shoes or boots upon proof of purchase.
  - iii. When an employee for whom said uniforms, clothing, shoes, etc., were purchased or reimbursed is terminated or resigns for any reason prior to completing three continuous months of service after said purchase, a portion of the cost of said items shall be retained form his/her final payment. That portion retained shall be a percentage of the total cost of said items equal to

one- hundred percent (100%) less the ratio of the amount of time worked to three continuous months of regular work.

- C. **Compliance.** Any field employee not wearing the complete uniform, while performing District functions, is subject to disciplinary action.
  - i. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises.
  - ii. Uniforms are not to be worn for personal use.