



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

NOTICE AND AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
BUDGET WORKSHOP
Thursday, December 3, 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 Zoom Video Conference
To access the Zoom conference, use the link below:*
<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTFlL2tnUGlpU3h0UT09>

*To telephone in, please dial: (669) 900-9128
Enter Meeting ID: 843 1855 9070
Enter Passcode: 665231*

*For Public Comment, use the “**Raise Hand**” feature if on the
video call when prompted, if dialing in, please **dial *9 to “Raise
Hand”** when prompted*

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

Call to Order: President Covington

Pledge of Allegiance: Director Ramirez

Invocation: Director Hoffman

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:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
 - a. Item(s) to be removed or continued from the Agenda
 - b. Emergency Item(s) to be added to the Agenda
 - c. Changes to the order of the agenda

- 2. Equitable Compensation to Elected Members of the Board of Directors**
 - a. Health and other benefits
Resolution 2020-__ : Fixing the Employer's Contribution Under the Public Employees Medical and Hospital Care Act (PEMHCA) with Respect to Non-CalPERS Elected Directors (pages 4 - 18)
 - b. Director per diem fees (pages 19 - 27)

- 3. Draft BCVWD Fiscal Year 2021 Operating & Capital Improvement Budget Finances**
 - a. Preliminary revenue and expense estimates (pages 28 - 43)
 - b. CV Strategies 2020 Activities and Associated Expenses and Projected 2021 Budget line item (pages 44 - 73)
 - c. Townsend Public Affairs, Inc. 2020 Activities and Associated Expenses and Projected 2021 Budget line item (pages 74 - 95)
 - d. Human Resources consulting (No Staff Report)

- 4. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07 (No Staff Report)**

- 5. Status of Declared Local Emergencies related to Fires**
 - a. **Impact of the Apple Fire pursuant to Resolution 2020-17 (No Staff Report)**
 - b. **Impact of the El Dorado Fire pursuant to Resolution 2020-20 (No Staff Report)**

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

8. Announcements

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

- Engineering Workshop: Monday, Dec. 14, 2020 at 6 p.m. (Note date change due to holiday)
- District Offices will be closed on Thursday, Dec. 24, 2020 in observance of Christmas Day
- District Offices will be closed on Thursday, Dec. 31, 2020 in observance of New Year's Day
- Collaborative Agencies Committee Meeting – Wednesday, Jan. 6, 2021 at 5 p.m. (in-person meeting at Beaumont Library; also available via Zoom)
- Finance and Audit Committee Meeting: Thursday, Jan. 7, 2021 at 3 p.m.
- Regular Board Meeting: Wednesday, Jan. 13, 2021 at 6 p.m.

9. Action List for Future Meetings

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water

10. 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 info@bcvwd.org 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 November 30, 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)).



Digitally signed by Yolanda Rodriguez
DN: cn=Yolanda Rodriguez, o=Finance and
Administration, ou=Finance and Administration,
email=yolanda.rodriguez@bcvwd.org, c=US
Date: 2020.11.25 14:17:30 -08'00'

Yolanda Rodriguez
Director of Finance and Administration



**Beaumont-Cherry Valley Water District
Regular Board Meeting
December 3, 2020**

Item 2a

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: **Equitable Compensation to Elected Members of the Board of Directors: Health and Other Benefits: Resolution 2020-__**

Staff Recommendation

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

Background

District Policy requires the Board to annually review Director compensation annually. The Personnel Committee has reviewed several options regarding both compensation and benefits; the Committee's recommendation regarding benefits is presented here.

An analysis of current director per diem rates at comparable agencies was presented to the Board at the October 9, 2019 regular meeting. An updated analysis has been performed and is provided as **Attachment 1**. These items demonstrate the value of Director Compensation and Benefits from comparable agencies, assuming an average of three meetings or "per diem" qualifying events per month. Since the majority of other comparable agencies offer health insurance benefits to their elected Board members, and their eligible dependents, at the Committee's direction, staff investigated the possibility of offering comparable health benefits to BCVWD directors or an equitable per diem compensation rate in lieu of the health benefit.

The objective of this direction is to compensate the Board of Directors fairly based on data for the region. Equitable and fair compensation for the Board of Directors is recommended in order to attract and maintain quality candidates, and to compensate elected members for the time and effort spent in service to the District.

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

Staff presented detailed information to the Personnel Committee at its January 27, 2020 and March 30, 2020 meetings. The Committee recommended that the Board of Directors consider adoption of a benefits Resolution in order to clarify available benefits for directors. There is an existing Resolution 99-8 (**Attachment 2**) which permits members of the Board of Directors to enroll in health benefits through CalPERS. Resolution 99-8 has outdated information not compliant with PEMHCA (Public Employees' Medical and Hospital Care Act), and staff recommended that the Resolution be updated. Additionally, the current Resolution does not clearly define availability of other benefits to Directors, such as life insurance, Ancillary



benefits, 457 Plan eligibility, and EAP (Employee Assistance Program) participation, and the proposed updated Resolution would do so.

At its meeting of November 23, 2020, the Personnel Committee provided direction to staff to present an offering of benefits to members of the Board of Directors in order to provide for the health and well-being of its members, and to compensate the Directors fairly for their work and efforts on behalf of the District. The Personnel Committee recommends matching the schedule of benefits offered to members of the Board to those currently offered to the management employee group.

Summary

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

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

This resolution establishes the Board Members as "contracted" with CalPERS for the CalPERS Health Program for health and welfare benefits. The current resolution specifies that the District will pay the minimum enrollment amount which is established by CalPERS each year (also known as the PEMHCA Minimum), for Board members should they elect to enroll in medical coverage for themselves and eligible dependents. Should a Board Member elect benefits, they would pay the difference for the plan's premium at their own cost. Board Members are currently eligible to enroll in a CalPERS health plan during the established open enrollment period, upon election to the Board, or due to a Qualifying Life Event as defined by the Affordable Care Act (ACA). However, Resolution 99-8 does not specifically define the party financially responsible for the plan premium, nor does it allow for the District to comply with the requirements for the PEMHCA Minimum. Therefore, the current Resolution does not practically allow for health benefits enrollment by members of the Board.

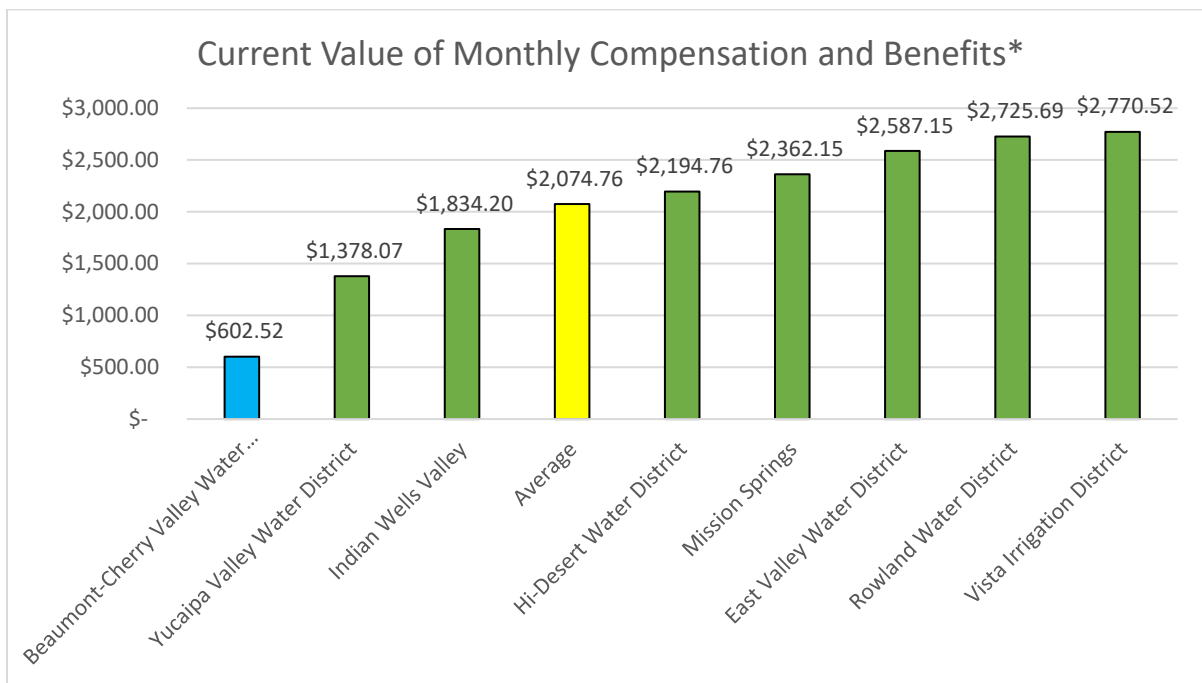
In addition to updating the 99-8 Resolution to address the PEMHCA minimum, staff advises the Board to clearly define what benefits will be offered to Board Members. Some benefits may be offered to Directors at no additional cost to the District, such as the CalPERS 457 Plan, supplemental insurance, Dental benefits, and Vision benefits, to be purchased at each Director's own cost and option. Staff has determined that "Cash-in-Lieu" of benefit is not an option for elected officials, which was presented during the November 25, 2019 Personnel Committee Meeting.

Additional factors for consideration are that the Board of Directors' benefits offerings should not exceed those offered to a non-safety employee group (such as the Management group).



For the purposes of offering benefits, the Board of Directors are considered an “employee group,” and the same benefits options must be offered to all Directors (i.e. one single list of options for all Directors). The Board of Directors as an employee group are subject to the same regulations which permit employees to enroll during the Open Enrollment period or for a Qualifying Life Event.

As established with **Attachments 1 and 3**, the Beaumont-Cherry Valley Water District offers benefits of significantly less value to its Board of Directors than comparable agencies in the region. Thus, the Personnel Committee requested staff to provide data on the cost to provide District-paid medical benefits to Board Members. Cost estimates are approximated using the highest cost plan with the highest level of enrollment for budgeting considerations and fiscal impact. However, it is unlikely that all Directors would select the highest cost plan or enroll with multiple dependents.



*Approximate Value based on CalPERS 2021 Plan Premiums.

Attachment 4 illustrates Board Member compensation under the proposed option. In order to bring Director compensation to a level equitable with comparable agencies, the Personnel Committee recommends that the District provide health benefits to the Board of Directors at the same level as current full-time employees of the District (100% District covered for the Board Member and their eligible dependents). The Personnel Committee also recommends Resolution 2020-__ to the Board of Directors to update the existing Resolution 99-8 and to list all benefits currently available to Directors.



Recommended Action Today

If desired:

- Adopt Resolution 2020-__ Fixing the Employer's Contribution Under the Public Employees Medical and Hospital Care Act (PEMHCA) with Respect to Non-CalPERS Elected Directors

Fiscal Impact

For CalPERS Health program participation under the currently adopted 99-8 Resolution, the impact is estimated to be up to \$8,580 annually to meet the required PEMHCA Minimum for 2021, which is \$143.00 per member per month. This estimate is based on the PEMHCA Minimum as established by CalPERS and will vary year to year, most likely increasing in the future. **This fiscal impact represents no change** to the current offerings to Directors of BCVWD, since the PEMHCA minimum contribution was established by the 99-8 Resolution in 1999.

If the updated Resolution 2020-__ is adopted, the total monthly cost for maximum enrollment (the Director, their spouse or registered domestic partner, and eligible dependents) at the highest cost plan would be \$2,773.21 per Director per month. However, it should be noted that it is unlikely that every Director will need or desire this level of enrollment or the highest cost plan. **Attachment 4** details additional information about the fiscal impact of the proposed resolution.

Attachments

1. Director Health Benefits and Per Diem Comparison
2. Resolution 99-8, Fixing the District's Contribution for Elected Members and the Employer's Contribution for Annuitants at Different Amounts
3. Agency Value Comparison
4. Cost Comparison
5. CalPERS 2021 Health Premiums
6. Draft, Resolution 2020-__

Prepared by Sabrina Foley, Human Resources Coordinator

Attachment #1: Director Health Benefits and Per Diem Comparison

PRINT VERSION	EXHIBIT A - DIRECTOR PER DIEM COMPARISON - SEPTEMBER 2020								
Methodology:	For the 2020 revision to the Analysis of Comparable Agencies, staff considered public comments made in 2019 and 2020 and developed two (2) tables. Table A excludes the state water contractors Desert Water Agency, SGPWA and San Bernardino Valley. Table B includes the state water contractors. Staff used the California Special Districts Association Map [https://www.cstda.net/special-districts/map] to identify other water and water/wastewater districts within a 150-mile radius of BCVWD. Districts comparable to BCVWD were identified based on size of annual budget, number of water connections, and number of full-time equivalent employees (FTEs) given the number of connections. Additional considerations were whether a district also provided wastewater services (more FTEs, higher budget). This is an in-house produced analysis. Much of the data was gleaned from the various districts' websites – transparency pages, posted documents such as annual financial reports, budgets and policies – and with follow-up calls or emails as needed. As such, it is possible that some of the data is stale. Should the Board require a more robust analysis, staff recommends the engagement of a human resources consultant to perform a compensation study in 2021.								
TABLE A									
SORTED BY PER DIEM AMOUNT LOW TO HIGH	PER DIEM 2019	PER DIEM 2020	# FTEs	# WATER CONN	BUDGET \$MIL	HEALTH?	Miles from BCVWD	NOTES	
Beaumont-Cherry Valley WD	\$ 200.00	\$ 200.00	36	19,000	\$ 16.5	None offered			
Valley Center (NE San Diego County)	\$ 100.00	\$ 100.00	70	10,249	\$ 50.9	Yes, but 0% paid by agency	78	Water and wastewater	
Mission Springs Water District (Desert Hot Springs)	\$ 100.00	\$ 100.00	49	13,161	\$ 17.1	95% pd for EE and dependents	30	Water and wastewater	
Indian Wells Valley (Ridgecrest)	\$ 110.25	\$ 115.76	30	12,000	\$ 11.9	68.5% pd for EE and dependents	143	Per diem auto increase 5%	
Lakeside (San Diego County)	\$ 125.00	\$ 125.00	14	7,000	\$ 9.0	100% paid for EE and dependents	103		
Yucaipa Valley Water District	\$ 140.72	\$ 162.69	74	12,434	\$ 27.9	Cafeteria Plan \$890	10	Water & wastewater	
Rainbow Municipal (South of Temecula)	\$ 150.00	\$ 150.00	57	8,200	\$ 36.4	100% EE only	56	Mtgs limited to those assigned. Water, Wastewater	
Lake Hemet Municipal Water	\$ 150.00	\$ 150.00	52	14,500	\$ 13.5		17	Water. Wastewater lines only	
Olivenhain (Encinitas)	\$ 150.00	\$ 150.00	91	28,724	\$ 66.4	100% paid for EE and dependents	75	Water and wastewater	
La Puente (West Covina)	\$ 155.11	\$ 155.11	14	2,550	\$ 4.1	100% paid for EE and dependents	62		
Rincon del Diablo (Escondido)	\$ 160.00	\$ 160.00	21	8,000	\$ 20.5	100% paid for EE only	66	Water, wastewater and fire	
West Valley Water Dist (Rialto)	\$ 161.70	\$ 161.70	63	21,676	\$ 30.1	100% paid for EE and dependents	31	Water only. Automatic 5% annual per diem increase	
Joshua Basin Water (Joshua Tree)	\$ 173.63	\$ 173.63	27	5,400	\$ 7.6	None	49		
Hi-Desert Water District (Yucca Valley)	\$ 175.00	\$ 175.00	45	10,648	\$ 8.3	100% paid for EE and 1 dependent	41	Water and wastewater	
East Valley Water District (Highland)	\$ 175.00	\$ 175.00	68	21,613	\$ 39.2	95% pd for EE and dependents	20	Water & wastewater	
Rowland Water District (La Puente)	\$ 185.00	\$ 185.00	37	13,500	\$ 27.0	100% paid for EE and dependents	59		
Vista Irrigation Dist (Escondido, Oceanside)	\$ 200.00	\$ 200.00	89	28,688	\$ 53.4	100% paid for EE and dependents	89		

Attachment #1: Director Health Benefits and Per Diem Comparison

SORTED BY PER DIEM AMOUNT LOW TO HIGH	PER DIEM 2019	PER DIEM 2020	# FTEs	# WATER CONN	BUDGET \$MIL	HEALTH?	Miles from BCVWD	NOTES
El Toro (Lake Forest / Laguna Woods)	\$ 219.00	\$ 219.00	60	9,568	\$ 22.7	None	74	
Average, not incl BCVWD	\$ 154.73	\$ 156.35						
Average, incl. BCVWD	\$ 157.25	\$ 158.77						
Median, not incl BCVWD	\$ 155.11	\$ 155.11						
Median, incl. BCVWD	\$ 160.00	\$ 160.00						
TABLE B								
State Water Contractor comparators								
San Bernardino Valley Muni	\$ 299.00	\$ 299.00	5	-	\$ 121.0		24	
San Gorgonio Pass Water Agcy	\$ 252.93	\$ 275.60		-	\$ 25.2	Medical Reimbursement up to \$2000	4	Per Diem annual auto increase by 3% or EE COLA.
Desert Water Agency (Palm Springs)	\$ 389.75	\$ 389.75	85	23,000	\$ 38.8	100% for EE, 80% for 1 dependent, 0 for more dependents	34	
Including the State Water Contractors:								
Average, not incl BCVWD	\$ 178.60	\$ 181.11						
Average, incl. BCVWD	\$ 179.62	\$ 182.01						
Median, not incl BCVWD	\$ 160.85	\$ 162.20						
Median, incl. BCVWD	\$ 161.70	\$ 162.69						

Attachment 2

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DIRECTORS

Gary McKenzie
President
Dave Andrews
Vice President
William Hurlbirt
David L. Sumner
Joseph Voigt

P.O. Box 2037
560 Magnolia Avenue
Beaumont, California 92223-2258
Telephone 909-845-9581
Fax 909-845-0159

OFFICERS

Jo Ellen Seick
Secretary of the Board
Dave L. Sumner
Treasurer
J.C. Reichenberger
Parsons Engineering Science
Engineer
Jeffry Ferre
General Counsel

May 19, 1999

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

Dear Ms. Jimenez:

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

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

Sincerely,



Jo Ellen Seick
Finance/Business Manager

Enclosure

RESOLUTION 99-8

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED,

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

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

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

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

ATTEST:


Gary McKenzie, President


Jo Ellen Seick, Secretary of the Board

5-24-99

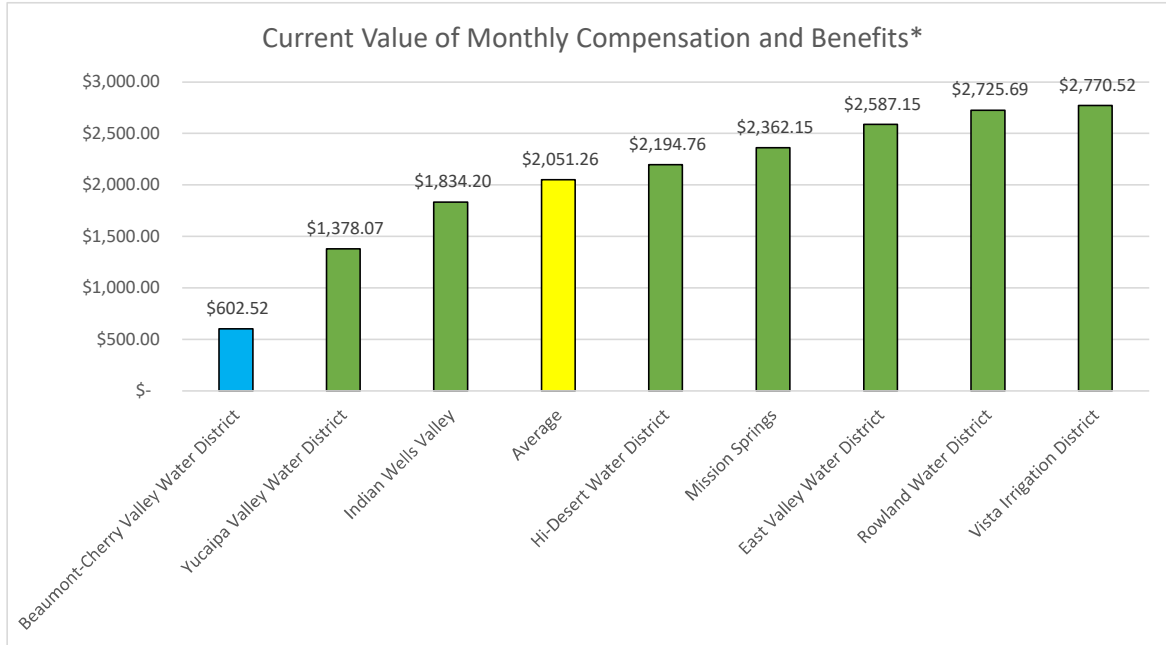
EFFECTIVE DATE: 7-1-99

APPROVED: 

PUBLIC AGENCY OF CALIFORNIA

Attachment 3: Agency Value Comparison

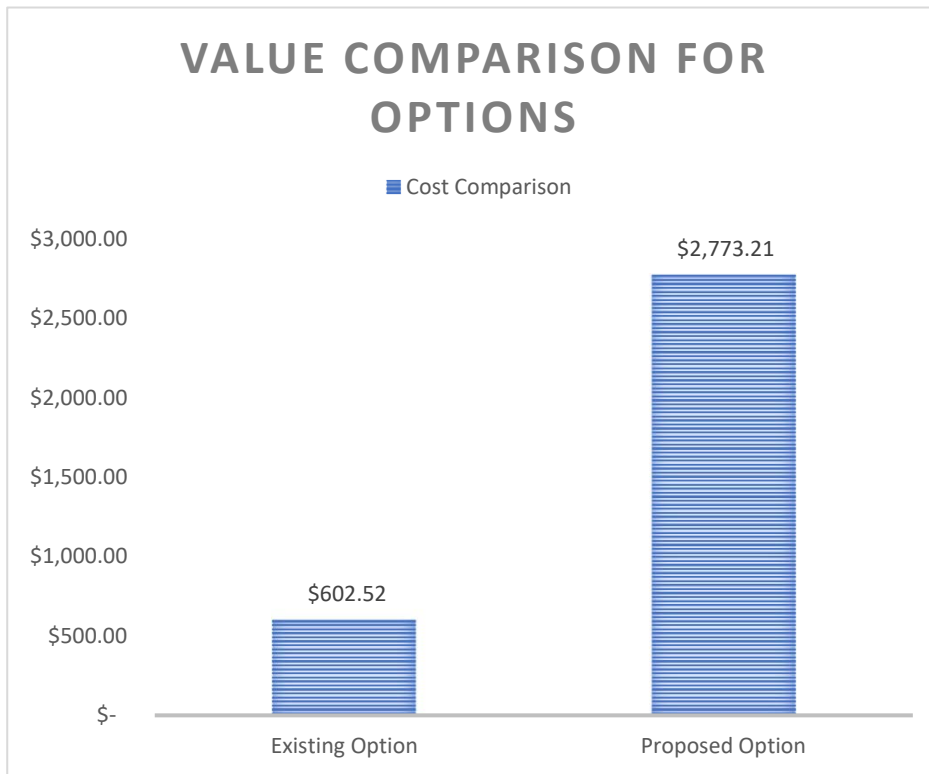
	Current Value of Monthly Compensation and Benefits*	Approximate Monthly Compensation based on 3 meetings	Value of Benefits
Beaumont-Cherry Valley Water District	\$ 602.52	\$ 600.00	\$ 145.52
Yucaipa Valley Water District	\$ 1,378.07	\$ 488.07	\$ 890.00
Indian Wells Valley	\$ 1,834.20	\$ 347.28	\$ 1,486.92
Average	\$ 2,051.26	\$ 469.05	\$ 1,582.21
Hi-Desert Water District	\$ 2,194.76	\$ 525.00	\$ 1,669.76
Mission Springs	\$ 2,362.15	\$ 300.00	\$ 2,062.15
East Valley Water District	\$ 2,587.15	\$ 525.00	\$ 2,062.15
Rowland Water District	\$ 2,725.69	\$ 555.00	\$ 2,170.69
Vista Irrigation District	\$ 2,770.52	\$ 600.00	\$ 2,170.52



*Approximate Value based on CalPERS 2021 Plan Premiums.

Attachment 4: Cost Comparison

Value Comparison for Options		
	Existing Option	Proposed Option
	Stay the Same	District Pays 100% of Health Premium for EE and Dependents
Compensation (3 per diems/month)	\$ 600.00	\$ 600.00
Health Benefit	N/A	\$ 2,170.69
EAP	\$ 1.65	\$ 1.65
Life Insurance (based on approximate annual compensation)	\$ 0.65	\$ 0.65
AD&D Insurance (based on approximate annual compensation)	\$ 0.22	\$ 0.22
Total Monthly Value	\$ 602.52	\$ 2,773.21
Total Annual Value	\$ 7,230.24	\$ 33,278.52
For 5 Directors	\$ 36,151.20	\$ 166,392.60



Attachment 5 CalPERS 2021 Health Premiums

Plan	Plan Code	Monthly Premium			Annual Cost		
		Employee Only	Employee + 1	Employee +Family	Employee Only	Employee + 1	Employee + Family
Anthem Blue Cross HMO Select	508	\$ 639.10	\$ 1,278.20	\$ 1,661.66	\$ 7,669.20	\$ 15,338.40	\$ 19,939.92
Blue Shield Access +	527	\$ 834.88	\$ 1,669.76	\$ 2,170.69	\$ 10,018.56	\$ 20,037.12	\$ 26,048.28
Health Net SmartCare	530	\$ 691.48	\$ 1,382.96	\$ 1,797.85	\$ 8,297.76	\$ 16,595.52	\$ 21,574.20
Kaiser Permanente	535	\$ 669.84	\$ 1,339.68	\$ 1,741.58	\$ 8,038.08	\$ 16,076.16	\$ 20,898.96
United Healthcare	578	\$ 720.89	\$ 1,441.78	\$ 1,874.31	\$ 8,650.68	\$ 17,301.36	\$ 22,491.72

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	100%
Annual Cost of Plan per Director	\$ 26,048.28
Monthly Cost per Director	\$ 2,170.69
Cost to District Annually per Director	\$ 26,048.28
For 5 Directors	\$ 130,241.40

PEMCHA Minimum Option

District Pays	\$ 143.00	Member Pays	\$ 2,027.69
Annually	\$ 1,716.00	Annually	\$ 24,332.28
For 5 Directors	\$ 8,580.00		

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	75%
Annual Cost of Plan per Director	\$ 26,048.28
Monthly Cost per Director	\$ 1,628.02
Cost to District Annually per Director	\$ 19,536.21
For 5 Directors	\$ 97,681.05

District-Paid Benefit Calculator by Percentage

Percentage/Amount Paid	50%
Annual Cost of Plan per Director	\$ 26,048.28
Monthly Cost per Director	\$ 1,085.35
Cost to District Annually per Director	\$ 13,024.14
For 5 Directors	\$ 65,120.70

Attachment 6

RESOLUTION 2020-__

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

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

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

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

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

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

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

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

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

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

members, their spouses, and dependents. Such contribution will be equal to or greater than the PEMHCA Minimum as established by CalPERS by the authority of the Public Employees' Medical and Hospital Care Act.

3. The benefits attached hereto as Exhibit A, are made a part of this Resolution and are hereby available to the elected Directors of the Beaumont-Cherry Valley Water District, effective January 1, 2021.

ADOPTED this _____ day of _____, 2020 by the following 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

Attachments: Exhibit A – Benefits of the Board of Directors



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EXHIBIT A

Benefits of the Board of Directors

Resolution 2020-__ adopted DATE TBD.

The following is an example of the schedule of benefits available to members of the Board of Directors. Members of the Board of Directors are eligible to enroll in District-sponsored group plans available to eligible employees for health (previously established in Ordinance 1999-8), dental, vision, life insurance, employee assistance program (EAP), Flexible Spending Account (FSA), CalPERS 457 Plan, and other Ancillary benefits equal to those offered to the management employee group of the Beaumont-Cherry Valley Water District. The benefits allowed to the members of the Board of Directors shall not be greater than the most generous schedule of benefits being received by any District Employee Group.

Type of Benefit	
Life Insurance (1x annual rate, calculated for an average of three (3) per diems / month)	Provided by District
AD&D insurance (1x annual rate, same as above)	Provided by District
Employee Assistance Program (EAP)	Provided by District
Voluntary Life Insurance for Spouse and Child(ren)	Available for purchase
Vision insurance plan	Available for purchase
Dental DHMO or DPPO (choice)	Available for purchase
Supplemental Life Insurance	Available for purchase
Flexible Spending Account (FSA)	Available for purchase
CalPERS 457 Savings Plan	Available for purchase
Medical Insurance Benefits through CalPERS Health Program for Director and all dependents (choice of Plan)	District pays 100% of premium for Employee and eligible dependents
Benefits Upon Retirement	District does not provide benefits upon retirement unless required by Resolution, Code, or Law



**Beaumont-Cherry Valley Water District
Regular Board Meeting
December 3, 2020**

Item 2b

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Equitable Compensation to Elected Members of the Board of Directors: Director Per Diem Fees**

Staff Recommendation

If desired:

- Review draft Ordinance 2021-__ and provide direction to staff
- Set a date for a Public Hearing

Background

The BCVWD Policy and Procedures Manual, Part II, Section 16B states that *per diem fees shall be reviewed by the Board annually in October each year, with said increase (if any) to be effective January 1 of the next calendar year.* Compensation was set at a rate of \$200 per Ordinance 2007-01, adopted on December 12, 2007 and has not been increased since.

Water Code Section 20201 - 20203 provides authorization for members of the governing Board to receive compensation for each day's service rendered as a member of the Board, not to exceed a total of 10 days per month. Water Code 20202 allows the Board to increase the per diem rate and states *the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment.* Therefore, the Board may increase the per diem rate by 5 percent for each calendar year since 2008, when Ordinance 2007-1 was made effective.

The per diem rate is per day of service, not per meeting. A Director may attend one or more meetings during a day, but will still be eligible for just one per diem compensation. Payment of per diems is regulated by the BCVWD Policy and Procedures Manual, Part II, Section 16.

Last year, the Personnel Committee recommended to the Board an increase in the per diem. After discussion and public comment, the Board directed staff to prepare an amendment to Ordinance 2007-01 and set a date for the public hearing to raise the per diem rate to \$260. At its regular meeting of May 28, 2020, after further discussion and public testimony, the Board declined to make an increase in the per diem fee.

Summary

The item before the Board is the annual consideration of per diem fees as required by District policy. In preparation for Board consideration, an updated analysis of comparable agencies has been prepared and is attached herewith (Attachment A). Compensation may be increased by any



desired amount up to a maximum of \$330 (13 years at 5 percent per year = \$130, added to the current \$200).

Should the Board decide to consider increasing the per diem, it may do so by holding a public hearing at a regular meeting to amend Ordinance 2007-01 which set compensation at \$200 per day for a maximum of 10 days per calendar month.

In 2019, in contrast to a per diem increase, the Board also considered a possible option of offering health and other insurance benefits to directors. The Board chose instead to move ahead with consideration of a per diem increase, and the health insurance benefit was not pursued at that time.

Action today: Review the draft ordinance and direct staff as desired via a roll-call vote.

Note: Per the requirements of Water Code Sections 20201 – 20203, a public hearing must be advertised in the Beaumont Record-Gazette twice within 14 days prior to the Public Hearing. Staff recommends setting a hearing for the regular meeting of January 28, 2020 or later (at least 30 days hence).

Fiscal Impact

If the per diem is increased to the maximum level of \$330, the total annual maximum impact if all directors attend all anticipated meetings would be approximately \$74,580. Table A shows the impact of increases in increments of 50 percent, 75 percent, and 100 percent. The percent increase is calculated using a percentage of the total allowable increase of \$130.

Table A - Estimated impact of Per Diem increases

Budgeted Meetings by Type	# of Meetings	# of Directors	Total Meetings	CURRENT	50 percent	75 percent	100 percent
				Annual per diem cost at \$200	Annual per diem cost at \$265	Annual per diem cost at \$298	Annual per diem cost at \$330
Regular Meetings	24	5	120	\$ 24,000	\$ 31,800	\$ 35,760	\$ 39,600
Standing Committees (2)	24	2	48	\$ 9,600	\$ 12,720	\$ 14,304	\$ 15,840
Ad Hoc Committees (3)	14	2	28	\$ 5,600	\$ 7,420	\$ 8,344	\$ 9,240
Training, Conferences, and Additional Meetings			30	\$ 6,000	\$ 7,950	\$ 8,940	\$ 9,900
			226	\$ 45,200	\$ 59,890	\$ 67,348	\$ 74,580
			Total Meetings	FY 2021 per diem total	Potential FY 2021 per diem total	Potential FY 2021 per diem total	Potential FY 2021 per diem total

Variables affecting the maximum fiscal impact are director absences from meetings, the potential for the standing committees or ad hoc committees to add meetings in 2021, attendance at trainings, events or conferences, and potential meeting cancellations.



Attachments

- A. Analysis of Comparable Agencies 2020
- B. Ordinance 2007-01
- C. BCVWD Policy and Procedures Manual, Part II, Section 16
- D. Draft per diem ordinance

Attachment #1: Director Health Benefits and Per Diem Comparison

PRINT VERSION	EXHIBIT A - DIRECTOR PER DIEM COMPARISON - SEPTEMBER 2020								
Methodology:	For the 2020 revision to the Analysis of Comparable Agencies, staff considered public comments made in 2019 and 2020 and developed two (2) tables. Table A excludes the state water contractors Desert Water Agency, SGPWA and San Bernardino Valley. Table B includes the state water contractors. Staff used the California Special Districts Association Map [https://www.cstda.net/special-districts/map] to identify other water and water/wastewater districts within a 150-mile radius of BCVWD. Districts comparable to BCVWD were identified based on size of annual budget, number of water connections, and number of full-time equivalent employees (FTEs) given the number of connections. Additional considerations were whether a district also provided wastewater services (more FTEs, higher budget). This is an in-house produced analysis. Much of the data was gleaned from the various districts' websites – transparency pages, posted documents such as annual financial reports, budgets and policies – and with follow-up calls or emails as needed. As such, it is possible that some of the data is stale. Should the Board require a more robust analysis, staff recommends the engagement of a human resources consultant to perform a compensation study in 2021.								
TABLE A									
SORTED BY PER DIEM AMOUNT LOW TO HIGH	PER DIEM 2019	PER DIEM 2020	# FTEs	# WATER CONN	BUDGET \$MIL	HEALTH?	Miles from BCVWD	NOTES	
Beaumont-Cherry Valley WD	\$ 200.00	\$ 200.00	36	19,000	\$ 16.5	None offered			
Valley Center (NE San Diego County)	\$ 100.00	\$ 100.00	70	10,249	\$ 50.9	Yes, but 0% paid by agency	78	Water and wastewater	
Mission Springs Water District (Desert Hot Springs)	\$ 100.00	\$ 100.00	49	13,161	\$ 17.1	95% pd for EE and dependents	30	Water and wastewater	
Indian Wells Valley (Ridgecrest)	\$ 110.25	\$ 115.76	30	12,000	\$ 11.9	68.5% pd for EE and dependents	143	Per diem auto increase 5%	
Lakeside (San Diego County)	\$ 125.00	\$ 125.00	14	7,000	\$ 9.0	100% paid for EE and dependents	103		
Yucaipa Valley Water District	\$ 140.72	\$ 162.69	74	12,434	\$ 27.9	Cafeteria Plan \$890	10	Water & wastewater	
Rainbow Municipal (South of Temecula)	\$ 150.00	\$ 150.00	57	8,200	\$ 36.4	100% EE only	56	Mtgs limited to those assigned. Water, Wastewater	
Lake Hemet Municipal Water	\$ 150.00	\$ 150.00	52	14,500	\$ 13.5		17	Water. Wastewater lines only	
Olivenhain (Encinitas)	\$ 150.00	\$ 150.00	91	28,724	\$ 66.4	100% paid for EE and dependents	75	Water and wastewater	
La Puente (West Covina)	\$ 155.11	\$ 155.11	14	2,550	\$ 4.1	100% paid for EE and dependents	62		
Rincon del Diablo (Escondido)	\$ 160.00	\$ 160.00	21	8,000	\$ 20.5	100% paid for EE only	66	Water, wastewater and fire	
West Valley Water Dist (Rialto)	\$ 161.70	\$ 161.70	63	21,676	\$ 30.1	100% paid for EE and dependents	31	Water only. Automatic 5% annual per diem increase	
Joshua Basin Water (Joshua Tree)	\$ 173.63	\$ 173.63	27	5,400	\$ 7.6	None	49		
Hi-Desert Water District (Yucca Valley)	\$ 175.00	\$ 175.00	45	10,648	\$ 8.3	100% paid for EE and 1 dependent	41	Water and wastewater	
East Valley Water District (Highland)	\$ 175.00	\$ 175.00	68	21,613	\$ 39.2	95% pd for EE and dependents	20	Water & wastewater	
Rowland Water District (La Puente)	\$ 185.00	\$ 185.00	37	13,500	\$ 27.0	100% paid for EE and dependents	59		
Vista Irrigation Dist (Escondido, Oceanside)	\$ 200.00	\$ 200.00	89	28,688	\$ 53.4	100% paid for EE and dependents	89		

Attachment #1: Director Health Benefits and Per Diem Comparison

SORTED BY PER DIEM AMOUNT LOW TO HIGH	PER DIEM 2019	PER DIEM 2020	# FTEs	# WATER CONN	BUDGET \$MIL	HEALTH?	Miles from BCVWD	NOTES
El Toro (Lake Forest / Laguna Woods)	\$ 219.00	\$ 219.00	60	9,568	\$ 22.7	None	74	
Average, not incl BCVWD	\$ 154.73	\$ 156.35						
Average, incl. BCVWD	\$ 157.25	\$ 158.77						
Median, not incl BCVWD	\$ 155.11	\$ 155.11						
Median, incl. BCVWD	\$ 160.00	\$ 160.00						
TABLE B								
State Water Contractor comparators								
San Bernardino Valley Muni	\$ 299.00	\$ 299.00	5	-	\$ 121.0		24	
San Gorgonio Pass Water Agcy	\$ 252.93	\$ 275.60		-	\$ 25.2	Medical Reimbursement up to \$2000	4	Per Diem annual auto increase by 3% or EE COLA.
Desert Water Agency (Palm Springs)	\$ 389.75	\$ 389.75	85	23,000	\$ 38.8	100% for EE, 80% for 1 dependent, 0 for more dependents	34	
Including the State Water Contractors:								
Average, not incl BCVWD	\$ 178.60	\$ 181.11						
Average, incl. BCVWD	\$ 179.62	\$ 182.01						
Median, not incl BCVWD	\$ 160.85	\$ 162.20						
Median, incl. BCVWD	\$ 161.70	\$ 162.69						

Attachment B

ORDINANCE NO. 2007-1

**ORDINANCE OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT PROVIDING FOR
COMPENSATION OF MEMBERS OF THE
BOARD OF DIRECTORS**

**THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY
WATER DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, DOES ORDAIN as
follows:**

Section 1. Purpose. This Ordinance is enacted pursuant to Section 20200 et seq. of the Water Code of California.

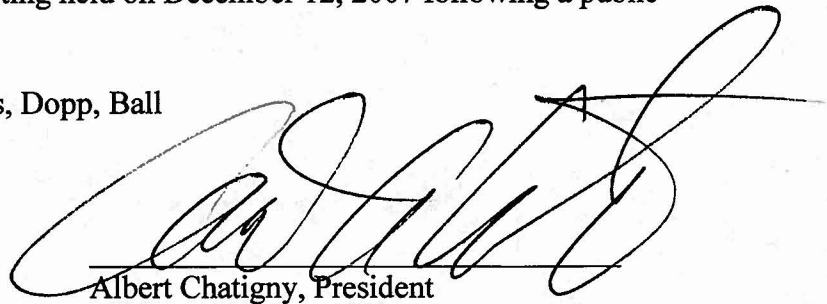
Section 2. Compensation and Operative Date.

A. Each Director shall receive \$200.00 compensation per day for each day's service rendered at meetings or events specified in the Policy Statement entitled "Board Member's Compensation and Expense Reimbursement" adopted this same date and as amended from time to time, not exceeding a total of ten (10) days in any calendar month.


THE FOREGOING ORDINANCE was introduced at a meeting of the Board of Directors of the Beaumont-Cherry Valley Water District held on December 12, 2007, following a public hearing, notice of which was published in the Press Enterprise. This Ordinance takes effect 60 days from and after the date of its passage.

PASSED and ADOPTED by the Board of Directors of the Beaumont-Cherry Valley Water District at a regular meeting held on December 12, 2007 following a public hearing by the following vote:

AYES: Chatigny, Parks, Dopp, Ball
NOES: Lash
ABSENT:
ABSTAIN:



Albert Chatigny, President
Beaumont-Cherry Valley Water District and
the Board of Directors thereof


C.J. Butcher, Secretary
Beaumont-Cherry Valley Water District
and the Board of Directors thereof

**ATTACHMENT C -
BCVWD Policy and Procedures Manual, Part II, Section 16**

16. PAYMENT OF DIRECTORS' FEES

- A. **Availability.** Directors shall be eligible to collect per diem fees as provided by the resolutions and ordinances of the District, and in accordance with State law for attendance to Board business. Board business eligible for per diem shall include, but not be limited to, Board meetings, Board Committee meetings, LAFCO meetings in which District business is discussed or affected as part of the LAFCO agenda, meetings of associations of which the District is a member, special meetings concerning District matters and those organizations for which attendance is authorized for meetings and conferences as listed. Per diem shall include travel days to and from business meetings as appropriate. Board members shall not count travel to meetings within the County as a reimbursable per diem travel day. In the event that circumstances prevent the per diem request from being considered in the manner described herein, a Director may submit a request to the Board for a per diem for having attended a meeting or conference with the understanding that the Board may or may not approve the request.
- B. **Review.** Directors' per diem fees shall be reviewed by the Board annually in October of each year with said increase (if any) to be effective January 1 of the next calendar year.

17. MEMBERSHIP IN ASSOCIATIONS

- A. **Policy.** The Board of Directors shall ordinarily hold membership in and attend meetings of such national, state, and local associations as may exist which have applicability to the functions of the District, and shall look upon such memberships as an opportunity for in-service training.

18. ETHICS TRAINING

- A. **Policy.** All directors and designated executive staff of the District shall receive two hours of training in general ethics principles and ethics laws relevant to public service within one year of election or appointment to the board of directors and at least once every two years thereafter, pursuant to Government Code Sections 53234 through 53235.2.
- B. **Application.** This policy shall also apply to all staff members that the board of directors designates and to members of all commissions, committees and other bodies that are subject to the Ralph M. Brown Open Meeting Act.
- C. **Provider.** All ethics training shall be provided by entities whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission.
- D. **Participation.** Directors shall obtain proof of participation after completing the ethics training. Applicable costs for attending the training will be reimbursed by the District.

Attachment D

ORDINANCE 2021-__

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE BEAUMONT - CHERRY VALLEY WATER DISTRICT PROVIDING FOR COMPENSATION OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE DISTRICT AND SUPERSEDING ORDINANCE 2007-01

WHEREAS, Section 20201 of the California Water Code states that compensation to be received by the governing board of a water district may be increased each calendar year in an amount equal to 5 percent following the operative date of the last adjustment; and

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Water District last increased its compensation pursuant to Water Code Section 20200 et. seq. on December 12, 2007; and

WHEREAS, a duly noticed public hearing was held on _____, 2021 to receive and consider public comments regarding the adoption of an ordinance to amend the per diem compensation for the members of the Beaumont-Cherry Valley Water District Board of Directors; and

WHEREAS, this Ordinance was presented to the Board of Directors and was reviewed thoroughly and found to be acceptable to the Board,

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:

1. Ordinance 2007-01 and all other previously enacted ordinances providing for Board of Directors compensation are hereby superseded by this Ordinance.
2. Director compensation shall be \$260 for each day's service rendered (per diem) as a Director on behalf of the District.
3. The payment of Director compensation shall be governed by the Beaumont-Cherry Valley Water District Policies and Procedures Manual, Part II, Section 13.
4. In no event shall members of the Board of Directors receive compensation for more than ten (10) days' service in any calendar month, pursuant to Water Code Section 20202.
5. This Ordinance will take effect on DATE, which is at least sixty (60) days from the date of adoption pursuant to Water Code Section 20204.
6. If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby.
7. The Recording Secretary is hereby directed to cause this Ordinance to be published once in full in a newspaper of general circulation within the District.

ADOPTED this _____ day of _____, _____, by the following 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

DRAFT



Item 3a

BEAUMONT-CHERRY VALLEY WATER DISTRICT

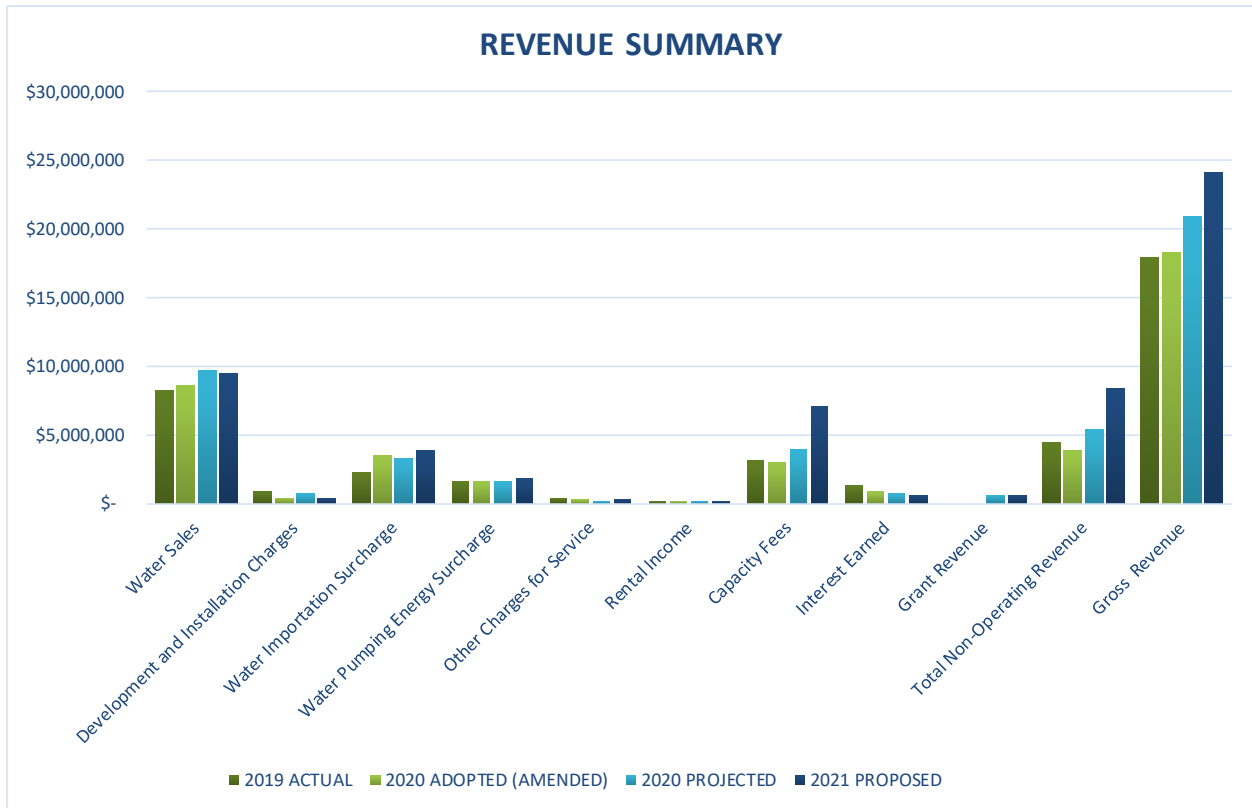
MEMORANDUM

DATE: December 3, 2020
TO: Board of Directors
FROM: Yolanda Rodriguez, Director of Finance and Administrative Services
SUBJECT: **Draft BCVWD Fiscal Year 2021 Operating & Capital Improvement Budget Financials**

Attached is the preliminary Budget Finance information for the Board to review in preparation for the December 3, 2020 Budget Workshop Presentation. The purpose of the Budget Workshop is to review financials projected for the 2021 Budget, answer any questions in preparation for the Final BCVWD 2021 Operating and Capital Improvement Budget and Board approval at the December 14, 2020 Engineering Workshop.

Financial Summary

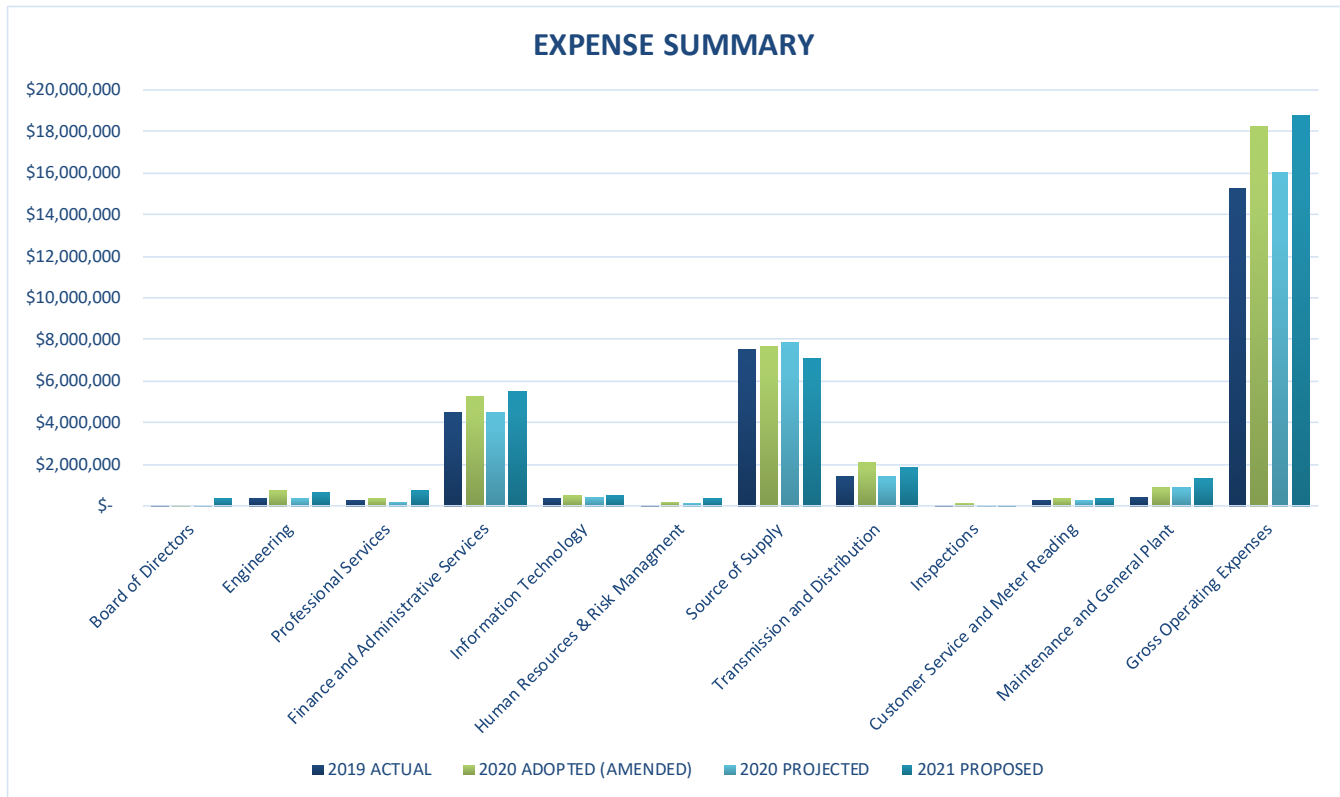
	2019 ACTUAL	2020 ADOPTED (AMENDED)	2020 PROJECTED	2021 PROPOSED	CHANGE
Operating Revenue					
Water Sales	\$ 8,319,457	\$ 8,633,306	\$ 9,699,559	\$ 9,412,233	\$ 778,927
Development and Installation Charges	850,681	385,000	750,699	360,300	(24,700)
Water Importation Surcharge	2,258,755	3,452,007	3,269,718	3,870,300	418,293
Water Pumping Energy Surcharge	1,620,231	1,591,355	1,595,575	1,816,800	225,445
Other Charges for Service	386,236	316,005	199,916	329,290	13,285
Total Operating Revenue	13,435,360	14,377,673	15,515,467	15,788,923	1,411,250
Non-Operating Revenue					
Rental Income	\$ 23,805	\$ 20,025	\$ 24,077	\$ 26,318	\$ 6,293
Capacity Fees	3,090,005	3,036,600	4,017,401	7,061,076	4,024,476
Interest Earned	1,356,630	848,429	745,483	648,429	(200,000)
Grant Revenue	-	-	642,091	642,091	642,091
Reserve Contribution	-	-	-	-	-
Total Non-Operating Revenue	4,470,440	3,905,054	5,429,053	8,377,914	4,472,860
Gross Revenue	17,905,799	18,282,727	20,944,519	24,166,837	5,884,110

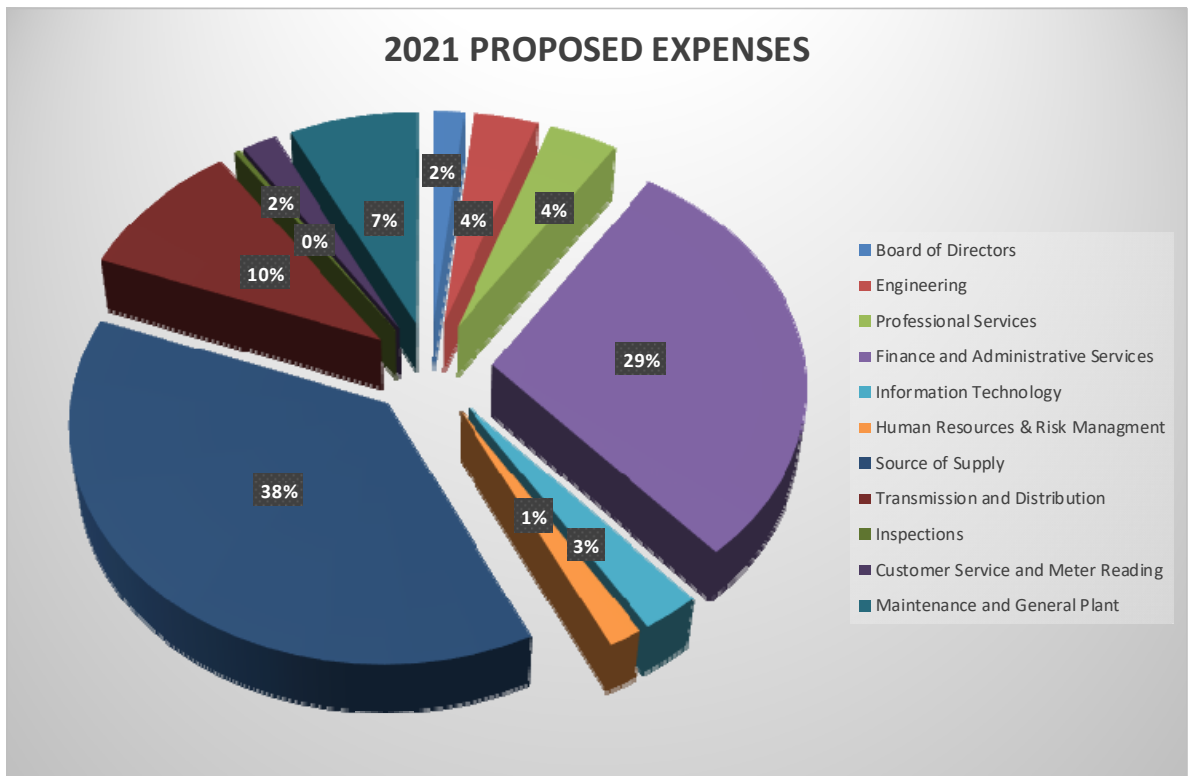
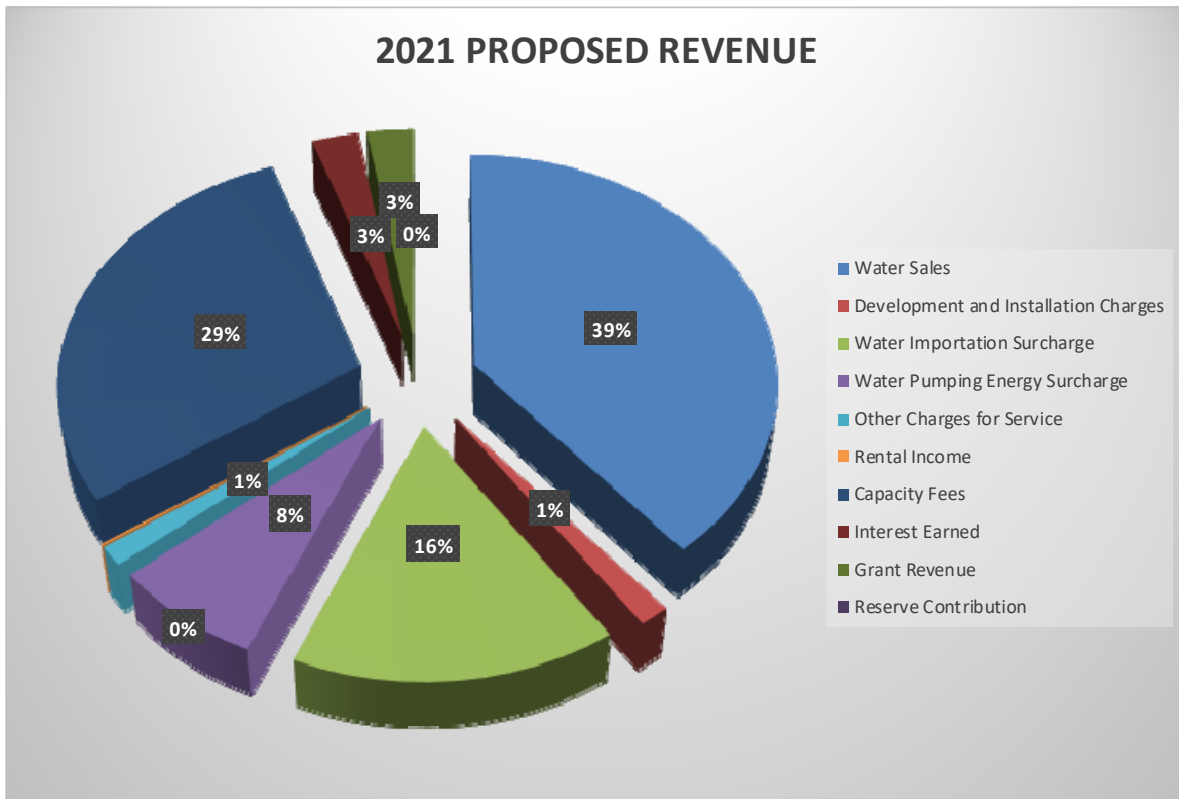


Beaumont-Cherry Valley Water District

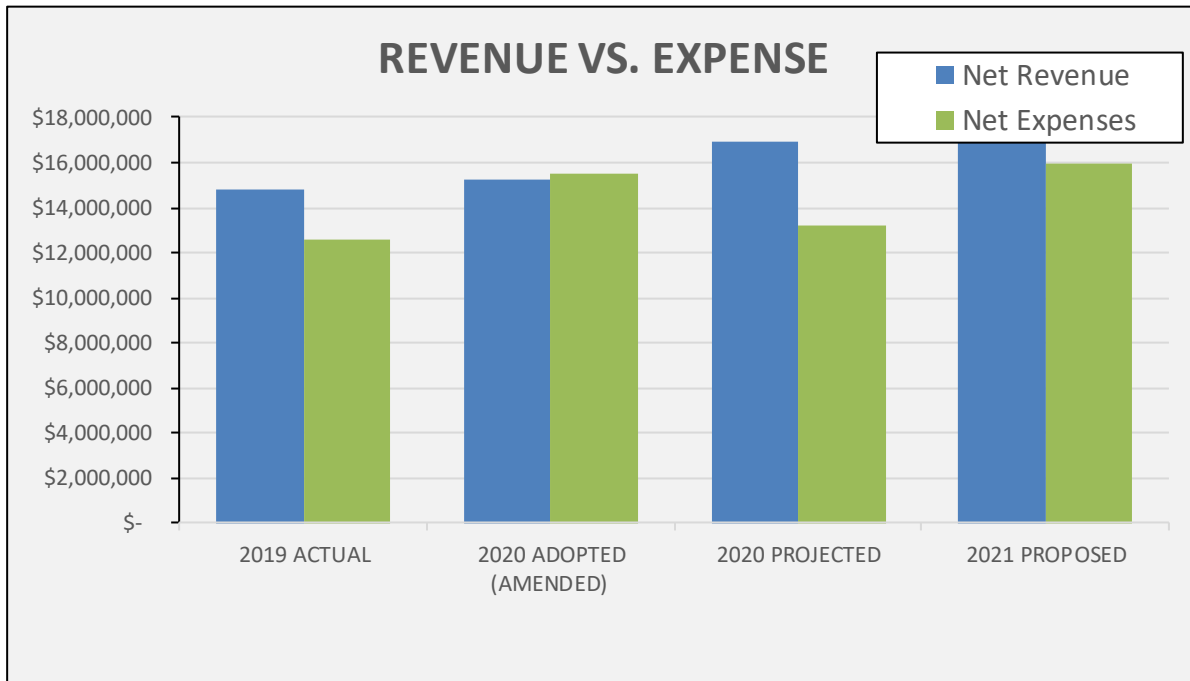
DRAFT 2021 Operating and Capital Improvement Budget - Preliminary

	2019 ACTUAL	2020 ADOPTED (AMENDED)	2020 PROJECTED	2021 PROPOSED	CHANGE
Operating Expenses					
Board of Directors	\$ 55,161	\$ 79,909	\$ 40,229	\$ 322,305	\$ 242,396
Engineering	366,529	693,378	322,519	684,430	(8,948)
Professional Services	261,908	353,390	228,869	723,030	369,640
Finance and Administrative Services	4,504,695	5,232,662	4,543,662	5,503,116	270,454
Information Technology	350,562	467,014	396,586	514,543	47,529
Human Resources & Risk Management	25,708	208,046	112,788	308,055	100,009
Source of Supply	7,543,306	7,706,007	7,808,450	7,109,375	(596,632)
Transmission and Distribution	1,439,625	2,109,496	1,439,126	1,821,554	(287,942)
Inspections	37,699	80,856	18,707	62,175	(18,681)
Customer Service and Meter Reading	279,699	378,120	287,811	360,622	(17,498)
Maintenance and General Plant	420,917	875,818	844,361	1,363,812	487,994
Gross Operating Expenses	\$ 15,285,810	\$ 18,184,696	\$ 16,043,109	\$ 18,773,017	\$ 588,321
Gross Revenue	\$ 17,905,799	\$ 18,282,727	\$ 20,944,519	\$ 24,166,837	\$ 5,884,110
Gross Expenses	\$ 15,285,810	\$ 18,184,696	\$ 16,043,109	\$ 18,773,017	\$ 588,321
Net Increase/(loss)	\$ 2,619,990	\$ 98,031	\$ 4,901,410	\$ 5,393,819	\$ 5,295,788





	2019	2020	2020	2021
	ACTUAL	ADOPTED (AMENDED)	PROJECTED	PROPOSED
Gross Revenue	\$ 17,905,799	\$ 18,282,727	\$ 20,944,519	\$ 24,166,837
Less Capacity Fees	3,090,005	3,036,600	4,017,401	7,061,076
Net Revenue	\$ 14,815,794	\$ 15,246,127	\$ 16,927,118	\$ 17,105,761
Gross Expenses	\$ 15,285,810	\$ 18,184,696	\$ 16,043,109	\$ 18,773,017
Less Depreciation	2,707,811	2,681,000	2,832,383	2,850,000
Net Expenses	\$ 12,577,999	\$ 15,503,696	\$ 13,210,726	\$ 15,923,017
Net Increase/(loss)	\$ 2,237,795	\$ (257,569)	\$ 3,716,392	\$ 1,182,743



Revenues: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

		2020				
		2019	ADOPTED	2020	2021	CHANGE
		ACTUAL	(AMENDED)	PROJECTED	PROPOSED	CHANGE
OPERATING REVENUE						
Water Sales						
01-50-510-410100	Sales	\$ 4,843,138	5,161,164	5,462,877	5,626,822	465,658
01-50-510-410151	Agricultural Irrigation Sales	26,402	20,469	29,290	22,316	1,847
01-50-510-410171	Construction Sales	113,564	92,930	137,246	101,314	8,384
01-50-510-413011	Fixed Meter Charges	3,336,353	3,358,743	4,070,146	3,661,781	303,038
		<u>8,319,457</u>	<u>8,633,306</u>	<u>9,699,559</u>	<u>9,412,233</u>	<u>778,927</u>
Development and Installation Charges						
01-50-510-413021	Meter Fees	675,747	325,000	577,622	300,000	(25,000)
01-50-510-419011	Development Income	174,934	60,000	173,077	60,000	-
01-50-510-419012	Development Income - GIS	-	-	-	300	300
		<u>850,681</u>	<u>385,000</u>	<u>750,699</u>	<u>360,300</u>	<u>(24,700)</u>
Water Importation Surcharge						
01-50-510-415001	SGPWA Importation Charges	2,258,755	3,452,007	3,269,718	3,870,300	418,293
Water Pumping Energy Surcharge						
01-50-510-415011	SCE Power Charges	1,620,231	1,591,355	1,595,575	1,816,800	225,445
Other Charges for Service						
01-50-510-413001	Backflow Admin Charges	47,089	44,000	46,134	45,000	1,000
01-50-510-417001	2nd Notice Penalties	103,225	100,665	24,060	100,000	(665)
01-50-510-417011	3rd Notice Charges	38,810	35,000	14,053	50,000	15,000
01-50-510-417021	Account Reinstatement Fees	44,800	44,000	4,867	10,000	(34,000)
01-50-510-417031	Lien Processing Fees	4,800	4,000	1,333	2,000	(2,000)
01-50-510-417041	Credit Check Processing Fees	10,950	10,000	9,607	9,600	(400)
01-50-510-417051	Returned Check Fees	3,625	3,000	3,933	4,000	1,000
01-50-510-417061	Customer Damages/Upgrade Charges	41,976	22,000	21,737	22,000	-
01-50-510-417071	After Hours Call Out Charges	650	650	67	600	(50)
01-50-510-417081	Bench Test Fees	-	90	40	90	-
01-50-510-417091	Credit Card Processing Fees	50,643	45,000	17,954	78,000	33,000
01-50-510-419001	Insurance Rebate	-	-	-	-	-
01-50-510-419021	Recharge Income	7,643	-	-	-	-
01-50-510-419031	Well Maintenance Reimbursemnt	12,858	7,500	3,922	7,500	-
01-50-510-419041	Gain (Loss) - Asset Disposal	15,840	-	-	-	-
01-50-510-419061	Miscellaneous Income	3,328	100	52,210	500	400
		<u>386,236</u>	<u>316,005</u>	<u>199,916</u>	<u>329,290</u>	<u>13,285</u>
Total Operating Revenues		13,435,360	14,377,673	15,515,467	15,788,923	1,411,250
NON-OPERATING REVENUE						
Rental Income						
01-50-510-471001	Rent - 12303 Oak Glen	2,400	2,400	2,400	2,400	-
01-50-510-471011	Rent - 13695 Oak Glen	2,400	2,400	2,400	2,400	-
01-50-510-471021	Rent - 13697 Oak Glen	2,400	2,400	2,400	2,400	-
01-50-510-471031	Rent - 9781 Avenida Miravilla	2,400	2,400	2,400	2,400	-
01-50-510-471101	Util - 12303 Oak Glen	2,734	2,688	3,663	4,118	1,430
01-50-510-471111	Util - 13695 Oak Glen	3,566	2,158	2,892	4,000	1,842
01-50-510-471121	Util - 13697 Oak Glen	4,778	3,631	4,340	5,000	1,369
01-50-510-471131	Util - 9781 Avenida Miravilla	3,127	1,948	3,583	3,600	1,652
		<u>23,805</u>	<u>20,025</u>	<u>24,077</u>	<u>26,318</u>	<u>6,293</u>
Facilities Charges						
01-50-510-481001	Fac Fees-Wells	548,411	580,800	714,565	1,496,528	915,728
01-50-510-481006	Fac Fees-Water Rights (SWP)	422,466	367,500	452,139	383,425	15,925
01-50-510-481012	Fac Fees-Water Treatment Plant	260,892	276,300	339,935	711,933	435,633
01-50-510-481018	Fac Fees-Local Water Resources	167,262	145,500	179,010	151,805	6,305
01-50-510-481024	Fac Fees-Recyclcd Wtr Facilities	488,849	420,600	546,498	1,083,746	663,146
01-50-510-481030	Fac Fees-Transmission (16")	444,167	470,400	578,738	1,212,064	741,664
01-50-510-481036	Fac Fees-Storage	568,806	602,400	741,139	1,552,184	949,784

Revenues: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

		2019	2020	2020	2021	
		ACTUAL	ADOPTED (AMENDED)	PROJECTED	PROPOSED	CHANGE
Facilities Charges (continued)						
01-50-510-481042	Fac Fees-Booster	39,375	41,700	51,304	107,447	65,747
01-50-510-481048	Fac Fees-Pressure Reducng Stns	20,112	21,300	26,206	54,883	33,583
01-50-510-481054	Fac Fees-Misc Projects	22,273	18,600	22,884	47,926	29,326
01-50-510-481060	Fac Fees-Financing Costs	89,160	91,500	113,448	235,765	144,265
01-50-510-485001	Front Footage Fees	18,232	-	251,535	23,370	23,370
		<u>3,090,005</u>	<u>3,036,600</u>	<u>4,017,401</u>	<u>7,061,076</u>	<u>4,024,476</u>
Interest Earned						
01-50-510-490001	Interest Income - Bonita Vista	2,099	1,600	1,319	1,600	-
01-50-510-490011	Interest Income-Fairway Canyon	52,347	46,829	-	46,829	-
01-50-510-490021	Interest Income - General	1,302,184	800,000	744,164	600,000	(200,000)
		<u>1,356,630</u>	<u>848,429</u>	<u>745,483</u>	<u>648,429</u>	<u>(200,000)</u>
Grant Revenue						
01-50-510-419051	Grant Revenue	-	-	642,091	642,091	642,091
Reserve Contribution						
01-50-510-302011	Reserve Contribution	-	-	-	-	-
	Total Non-Operating Revenues	4,470,440	3,905,054	5,429,053	8,377,914	4,472,860
	Total Revenues	<u>\$ 17,905,799</u>	<u>\$ 18,282,727</u>	<u>\$ 20,944,519</u>	<u>\$ 24,166,837</u>	<u>\$ 5,884,110</u>

Expenses: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

		2020				
		2019	ADOPTED	2020	2021	
		ACTUAL	(AMENDED)	PROJECTED	PROPOSED	CHANGE
BOARD OF DIRECTORS						
01-10-110-500101	Board of Directors Fees	38,200	53,400	35,200	45,200	(8,200)
01-10-110-500115	Social Security	2,368	3,324	2,182	2,805	(519)
01-10-110-500120	Medicare	554	779	510	658	(121)
01-10-110-500125	Health Insurance	-	-	-	130,241	130,241
01-10-110-500140	Life Insurance	-	125	54	120	(5)
01-10-110-500143	EAP Program	-	75	62	360	285
01-10-110-500145	Workers' Compensation	207	776	189	521	(255)
01-10-110-500175	Training/Education/Mtgs/Travel	7,233	9,000	1,487	10,000	1,000
01-10-110-550012	Election Expenses	6,098	10,000	-	130,000	120,000
01-10-110-550042	Supplies-Other	501	1,030	252	1,000	(30)
01-10-110-550051	Advertising/Legal Notices	-	1,400	293	1,400	-
		55,161	79,909	40,229	322,305	242,396
ENGINEERING						
01-20-210-500105	Labor	322,085	568,262	323,934	561,698	(6,564)
01-20-210-500115	Social Security	19,414	39,710	17,777	39,169	(541)
01-20-210-500120	Medicare	4,851	9,294	4,903	9,164	(130)
01-20-210-500125	Health Insurance	30,013	104,544	27,273	107,328	2,784
01-20-210-500140	Life Insurance	928	2,784	547	2,736	(48)
01-20-210-500143	EAP Program	60	288	58	344	56
01-20-210-500145	Workers' Compensation	2,196	8,489	2,213	5,778	(2,711)
01-20-210-500150	Unemployment Insurance	-	19,324	2,361	19,100	(224)
01-20-210-500155	Retirement/CalPERS	36,978	93,299	44,893	90,255	(3,044)
01-20-210-500165	Uniforms & Employee Benefits	231	350	-	350	-
01-20-210-500175	Training/Education/Mtgs/Travel	2,083	6,000	241	6,000	-
01-20-210-500180	Accrued Sick Leave Expense	3,855	28,287	2,525	28,816	529
01-20-210-500185	Accrued Vacation Leave Expense	6,511	20,202	892	21,282	1,080
01-20-210-500187	Accrual Leave Payments	1,972	14,745	6,260	14,510	(235)
01-20-210-500195	CIP Related Labor	(65,829)	(225,000)	(111,911)	(225,000)	-
01-20-210-550030	Membership Dues	-	800	555	900	100
01-20-210-550051	Advertising/Legal Notices	1,182	2,000	-	2,000	-
		366,529	693,378	322,519	684,430	(8,948)
PROFESSIONAL SERVICES						
01-20-210-540012	Dev Reimbursable Engineering	-	-	-	-	-
01-20-210-540014	Development Reimbursable-GIS	-	-	-	300,000	300,000
01-20-210-540018	Grant & Loan Procurement	-	-	-	-	-
01-20-210-540048	Permits, Fees & Licensing	951	2,060	-	2,060	-
01-20-210-580031	Outside Engineering	-	61,800	-	60,000	(1,800)
01-20-210-580032	CIP Related Outside Engineering	-	(41,280)	-	(41,280)	-
01-30-310-580001	Accounting & Audit	31,649	36,050	35,680	36,050	-
01-30-310-580011	General Legal	45,910	154,500	69,536	150,000	(4,500)
01-30-310-580036	Other Professional Services	158,226	78,000	52,582	147,200	69,200
01-50-510-550096	Beaumont Basin Watermaster	25,171	43,260	56,472	50,000	6,740
01-50-510-550097	SAWPA Basin Monitoring Program	-	19,000	14,599	19,000	-
		261,908	353,390	228,869	723,030	369,640
FINANCE AND ADMINISTRATIVE SERVICES						
01-30-310-500105	Labor	912,157	1,140,773	849,245	1,178,947	38,174
01-30-310-500110	Overtime	526	1,185	1,078	1,214	29
01-30-310-500111	Double Time	-	500	241	193	(307)
01-30-310-500115	Social Security	54,142	87,852	48,723	88,696	844
01-30-310-500120	Medicare	14,713	20,557	13,813	20,759	202
01-30-310-500125	Health Insurance	178,741	287,496	188,251	268,320	(19,176)
01-30-310-500130	CalPERS Health Admin Costs	1,601	3,000	1,847	2,500	(500)
01-30-310-500140	Life Insurance	4,015	6,876	2,164	6,348	(528)

Expenses: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

		2020				
		2019	ADOPTED	2020	2021	
		ACTUAL	(AMENDED)	PROJECTED	PROPOSED	CHANGE
FINANCE AND ADMINISTRATIVE SERVICES (continued)						
01-30-310-500143	EAP Program	311	860	249	885	25
01-30-310-500145	Workers' Compensation	5,450	16,632	5,049	11,734	(4,898)
01-30-310-500150	Unemployment Insurance	7,782	38,808	6,995	40,094	1,286
01-30-310-500155	Retirement/CalPERS	164,057	213,002	176,514	211,738	(1,264)
01-30-310-500160	Post-Employment Health Expense	-	-	-	-	-
01-30-310-500161	Estim Current Yr OPEB Expense	-	107,150	-	151,500	44,350
01-30-310-500165	Uniforms & Employee Benefits	820	1,000	32	1,000	-
01-30-310-500175	Training/Education/Mtgs/Travel	12,866	25,000	8,388	25,000	-
01-30-310-500180	Accrued Sick Leave Expense	12,578	58,662	8,464	57,478	(1,184)
01-30-310-500185	Accrued Vacation Leave Expense	30,312	90,288	14,745	86,947	(3,341)
01-30-310-500187	Accrual Leave Payments	55,866	115,720	75,635	93,571	(22,149)
01-30-310-500190	Temporary Labor	20,234	25,000	28,607	49,154	24,154
01-30-310-500195	CIP Related Labor	-	-	-	(16,032)	(16,032)
01-30-310-550001	Bank/Financial Service Fees	9,272	20,600	6,903	20,600	-
01-30-310-550006	Cashiering Shortages/Overages	5	50	(1)	50	-
01-30-310-550008	Transaction/Return Fees	795	3,090	840	2,500	(590)
01-30-310-550010	Transaction/Credit Card Fees	51,965	45,320	63,056	78,000	32,680
01-30-310-550014	Credit Check Fees	6,364	10,300	4,903	10,300	-
01-30-310-550018	Employee Medical/First Aid	250	300	-	300	-
01-30-310-550024	Employment Testing	350	206	-	-	(206)
01-30-310-550026	Recruitment Expense	110	-	-	-	-
01-30-310-550030	Membership Dues	48,837	43,260	34,106	43,260	-
01-30-310-550036	Notary & Lien Fees	750	2,060	483	2,060	-
01-30-310-550042	Office Supplies	10,633	13,315	7,244	10,000	(3,315)
01-30-310-550046	Office Equipment	3,080	5,000	232	5,000	-
01-30-310-550048	Postage	14,200	5,150	3,530	12,000	6,850
01-30-310-550050	Utility Billing Service	70,868	70,040	69,477	72,000	1,960
01-30-310-550051	Advertising/Legal Notices	2,373	4,120	-	4,000	(120)
01-30-310-550054	Property, Auto& Gen Liab Insur	75,858	82,400	89,750	85,000	2,600
01-30-310-550066	Subscriptions	-	2,060	717	2,000	(60)
01-30-310-550072	Misc Operating Expenses	0	1,030	0	1,000	(30)
01-30-310-550078	Bad Debt Expense	25,000	3,000	-	25,000	22,000
		1,796,885	2,551,662	1,711,279	2,653,116	101,454
DEPRECIATION						
01-30-310-550084	Depreciation	2,707,811	2,681,000	2,832,383	2,850,000	169,000
		2,707,811	2,681,000	2,832,383	2,850,000	169,000
HUMAN RESOURCES AND RISK MANAGEMENT						
01-30-320-500105	Labor	11,873	66,992	49,775	67,242	250
01-30-320-500110	Overtime	-	569	602	563	(6)
01-30-320-500115	Social Security	752	4,590	2,759	4,630	40
01-30-320-500120	Medicare	176	1,075	743	1,084	9
01-30-320-500125	Health Insurance	3,232	26,136	14,878	26,832	696
01-30-320-500140	Life Insurance	49	444	131	444	-
01-30-320-500143	EAP Program	6	72	23	72	-
01-30-320-500145	Workers' Compensation	68	968	281	661	(307)
01-30-320-500150	Unemployment Insurance	-	2,278	-	2,287	9
01-30-320-500155	Retirement/CalPERS	913	11,866	4,594	11,828	(38)
01-30-320-500165	Uniforms & Employee Benefits	-	125	-	111	(14)
01-30-320-500175	Training/Education/Mtgs/Travel	300	9,350	571	9,400	50
01-30-320-500176	District Professional Development	-	19,000	-	29,000	10,000
01-30-320-500177	General Safety Training & Supplies	7,525	14,385	9,584	28,250	13,865
01-30-320-500180	Accrued Sick Leave Expenses	123	3,066	693	3,106	40
01-30-320-500185	Accrued Vacation Expenses	128	3,160	173	3,202	42
01-30-320-500187	Accrual Leave Payments	-	-	-	449	449
01-30-320-550024	Employment Testing	-	-	-	4,530	4,530
01-30-320-550025	Employee Retention	-	2,500	227	5,000	2,500

Expenses: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

	2019	2020	2020	2021	
	ACTUAL	ADOPTED	PROJECTED	PROPOSED	CHANGE
HUMAN RESOURCES AND RISK MANAGEMENT (continued)					
01-30-320-550026 Recruitment Expense	-	-	-	8,059	8,059
01-30-320-550028 District Certification	-	-	-	2,550	2,550
01-30-320-550030 Membership Dues	-	1,470	-	1,470	-
01-30-320-550042 Office Supplies	565	2,000	1,207	2,500	500
01-30-320-550051 Advertising/Legal Notices	-	1,000	1,910	2,785	1,785
01-30-320-580036 Other Professional Services	-	37,000	24,636	92,000	55,000
	<u>25,708</u>	<u>208,046</u>	<u>112,788</u>	<u>308,055</u>	<u>100,009</u>
INFORMATION TECHNOLOGY					
01-35-315-500105 Labor	122,426	140,662	118,241	143,514	2,852
01-35-315-500115 Social Security	8,286	12,380	9,747	11,298	(1,082)
01-35-315-500120 Medicare	2,021	2,896	2,280	2,643	(253)
01-35-315-500125 Health Insurance	25,292	26,136	25,371	26,832	696
01-35-315-500140 Life Insurance	561	912	302	936	24
01-35-315-500143 EAP Program	30	72	23	72	-
01-35-315-500145 Workers' Compensation	680	2,032	651	1,476	(556)
01-35-315-500150 Unemployment Insurance	-	4,783	-	4,880	97
01-35-315-500165 Uniforms & Employee Benefits	-	-	-	-	-
01-35-315-500155 Retirement/CalPERS	12,391	15,604	12,978	15,804	200
01-35-315-500175 Training/Education/Mtgs/Travel	3,630	4,120	167	4,120	-
01-35-315-500180 Accrued Sick Leave Expenses	-	8,029	-	8,270	241
01-35-315-500185 Accrued Vacation Expenses	2,389	14,597	-	15,035	438
01-35-315-500187 Accrual Leave Payments	14,465	35,678	38,878	14,660	(21,018)
01-35-315-500195 CIP Related Labor	-	(32,875)	-	(32,875)	-
01-35-315-501511 Telephone/Internet Service	23,970	36,668	28,340	36,668	-
01-35-315-550030 Membership Dues	603	2,060	292	2,060	-
01-35-315-550044 Printing/Toner & Maint	15,698	17,510	17,797	19,000	1,490
01-35-315-550051 Advertising/Legal Notices	-	-	-	-	-
01-35-315-580016 Computer Hardware	14,208	20,600	5,387	25,000	4,400
01-35-315-580021 IT/Software Support	199	5,150	13	5,150	-
01-35-315-580026 License/Maintenance/Support	103,713	150,000	136,118	210,000	60,000
	<u>350,562</u>	<u>467,014</u>	<u>396,586</u>	<u>514,543</u>	<u>47,529</u>
SOURCE OF SUPPLY					
01-40-410-500105 Labor	224,877	359,300	213,038	483,039	123,739
01-40-410-500110 Overtime	3,687	19,656	11,378	20,292	636
01-40-410-500111 Double Time	-	1,713	1,918	2,751	1,038
01-40-410-500113 Standby/On-Call	8,800	9,800	8,400	12,250	2,450
01-40-410-500115 Social Security	16,652	27,487	16,486	36,063	8,576
01-40-410-500120 Medicare	3,917	6,434	3,919	8,439	2,005
01-40-410-500125 Health Insurance	87,203	130,680	90,294	187,824	57,144
01-40-410-500140 Life Insurance	1,118	2,412	629	3,252	840
01-40-410-500143 EAP Program	119	360	91	504	144
01-40-410-500145 Workers' Compensation	7,502	26,047	7,580	24,270	(1,777)
01-40-410-500150 Unemployment Insurance	(259)	53,173	7,349	57,436	4,263
01-40-410-500155 Retirement/CalPERS	55,539	89,944	58,823	111,455	21,511
01-40-410-500165 Uniforms & Employee Benefits	981	2,786	1,192	3,652	866
01-40-410-500175 Training/Education/Mtgs/Travel	3,221	6,000	2,767	6,000	-
01-40-410-500180 Accrued Sick Leave Expense	12,887	17,418	17,256	22,256	4,838
01-40-410-500185 Accrued Vacation Leave Expense	12,344	23,785	13,548	31,088	7,303
01-40-410-500187 Accrual Leave Payments	2,840	9,626	-	8,586	(1,040)
01-40-410-500195 CIP Related Labor	-	(25,800)	-	(30,000)	(4,200)
01-40-410-500501 State Project Water Purchases	5,200,241	4,952,050	4,851,431	3,870,300	(1,081,750)
01-40-410-500511 Ground Water Purchases	-	-	-	-	-
01-40-410-501101 Electricity - Wells	1,589,400	1,591,355	2,128,512	1,816,800	225,445
01-40-410-501201 Gas - Wells	179	225	179	225	-
01-40-410-510011 Treatment & Chemicals	74,583	90,000	80,177	110,000	20,000
01-40-410-510021 Lab Testing	61,861	90,000	54,603	75,000	(15,000)

Expenses: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

SOURCE OF SUPPLY (continued)	2020				
	2019 ACTUAL	ADOPTED (AMENDED)	2020 PROJECTED	2021 PROPOSED	CHANGE
01-40-410-510031 Small Tools, Parts & Maint	3,003	7,200	1,876	8,000	800
01-40-410-520021 Maint & Rpr-Telemetry Equip	4,280	10,300	3,298	4,280	(6,020)
01-40-410-520031 Maint & Rpr-General Equipment	-	-	9	-	-
01-40-410-520061 Maint & Rpr-Pumping Equipment	80,337	128,750	169,177	142,613	13,863
01-40-410-540048 Permits, Fees & Licensing	-	-	-	-	-
01-40-410-540084 State Mandates & Tariffs	87,192	72,100	62,995	90,000	17,900
01-40-410-550024 Employment Testing	75	206	100	-	(206)
01-40-410-550066 Subscriptions	726	3,000	1,427	3,000	-
	<u>7,543,306</u>	<u>7,706,007</u>	<u>7,808,450</u>	<u>7,109,375</u>	<u>(596,632)</u>
TRANSMISSION AND DISTRIBUTION					
01-40-440-500105 Labor	573,963	910,902	522,622	890,681	(20,221)
01-40-440-500110 Overtime	34,880	40,809	43,681	42,887	2,078
01-40-440-500111 Double Time	7,310	8,252	12,697	11,117	2,865
01-40-440-500113 Standby/On-Call	14,104	24,700	14,967	29,250	4,550
01-40-440-500115 Social Security	44,174	71,607	43,145	68,068	(3,539)
01-40-440-500120 Medicare	10,416	16,764	10,222	15,931	(833)
01-40-440-500125 Health Insurance	190,938	333,780	215,624	303,216	(30,564)
01-40-440-500140 Life Insurance	2,917	6,240	1,730	5,496	(744)
01-40-440-500143 EAP Program	314	918	267	956	38
01-40-440-500145 Workers' Compensation	15,140	51,086	14,994	34,644	(16,442)
01-40-440-500155 Retirement/CalPERS	143,908	203,424	144,901	188,285	(15,139)
01-40-440-500165 Uniforms & Employee Benefits	5,152	5,893	5,227	7,000	1,107
01-40-440-500175 Training/Education/Mtgs/Travel	2,302	3,090	133	3,090	-
01-40-440-500177 General Safety Supplies	-	-	-	7,000	7,000
01-40-440-500180 Accrued Sick Leave Expense	35,169	49,544	44,513	45,345	(4,199)
01-40-440-500185 Accrued Vacation Leave Expense	38,229	66,253	36,651	53,352	(12,901)
01-40-440-500187 Accrual Leave Payments	16,476	46,097	13,596	20,399	(25,698)
01-40-440-500195 CIP Related Labor	(1,782)	(61,920)	(25,781)	(110,920)	(49,000)
01-40-440-510031 Small Tools, Parts & Maint	10,019	16,500	16,371	13,250	(3,250)
01-40-440-520071 Maint & Rpr-Pipelines&Hydrants	72,341	80,000	77,248	30,000	(50,000)
01-40-440-520081 Maint & Rpr-Pressure Regulators	7,099	7,725	4,559	8,750	1,025
01-40-440-540001 Backflow Program	1,887	7,725	2,392	4,200	(3,525)
01-40-440-540024 Inventory Adjustments	6,876	3,090	-	7,452	4,362
01-40-440-540036 Line Locates	3,388	3,605	2,255	3,605	-
01-40-440-540042 Meters Maintenance & Services	178,724	154,500	206,981	80,000	(74,500)
01-40-440-540078 Reservoirs Maintenance	23,373	54,500	27,903	54,500	-
01-40-440-550024 Employment Testing	551	412	-	-	(412)
01-40-440-550051 Advertising/Legal Notices	1,760	4,000	2,227	4,000	-
	<u>1,439,625</u>	<u>2,109,496</u>	<u>1,439,126</u>	<u>1,821,554</u>	<u>(287,942)</u>
INSPECTIONS					
01-40-450-500105 Labor	18,490	41,427	8,383	32,976	(8,451)
01-40-450-500110 Overtime	4,796	7,204	2,061	1,780	(5,424)
01-40-450-500111 Double Time	-	394	-	223	(171)
01-40-450-500113 Standby/On-Call	-	-	-	-	-
01-40-450-500115 Social Security	1,450	3,041	651	2,184	(857)
01-40-450-500120 Medicare	339	712	152	512	(200)
01-40-450-500125 Health Insurance	6,591	12,552	4,083	13,704	1,152
01-40-450-500140 Life Insurance	93	276	21	252	(24)
01-40-450-500143 EAP Program	9	34	3	36	2
01-40-450-500145 Workers' Compensation	540	2,924	213	1,617	(1,307)
01-40-450-500155 Retirement/CalPERS	5,391	12,292	3,140	8,891	(3,401)
	<u>37,699</u>	<u>80,856</u>	<u>18,707</u>	<u>62,175</u>	<u>(18,681)</u>
CUSTOMER SERVICE AND METER READING					
01-40-460-500105 Labor	160,705	173,375	140,506	174,027	652
01-40-460-500110 Overtime	3,431	13,807	9,814	14,424	617

Expenses: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

		2020				
		2019	ADOPTED	2020	2021	
		ACTUAL	(AMENDED)	PROJECTED	PROPOSED	CHANGE
CUSTOMER SERVICE AND METER READING (continued)						
01-40-460-500111	Double Time	725	2,152	4,590	3,933	1,781
01-40-460-500113	Standby/On-Call	2,000	-	-	3,250	3,250
01-40-460-500115	Social Security	11,340	14,222	10,752	14,421	199
01-40-460-500120	Medicare	2,658	3,330	2,565	3,375	45
01-40-460-500125	Health Insurance	62,926	78,408	62,005	80,496	2,088
01-40-460-500140	Life Insurance	732	1,140	380	1,188	48
01-40-460-500143	EAP Program	61	216	68	216	-
01-40-460-500145	Workers' Compensation	7,008	12,236	4,944	8,687	(3,549)
01-40-460-500155	Retirement/CalPERS	35,748	47,651	39,518	48,690	1,039
01-40-460-500165	Uniforms & Employee Benefits	284	1,600	1,087	1,800	200
01-40-460-500175	Training/Education/Mtgs/Travel	-	412	53	412	-
01-40-460-500180	Accrued Sick Leave Expense	7,569	7,934	10,131	8,040	106
01-40-460-500185	Accrued Vacation Leave Expense	14,862	14,722	8,891	14,918	196
01-40-460-500187	Accrual Leave Payments	490	17,029	-	13,584	(3,445)
01-40-460-500195	CIP Related Labor	(30,839)	(10,320)	(7,553)	(30,839)	(20,519)
01-40-460-550024	Employment Testing	-	206	60	-	(206)
		279,699	378,120	287,811	360,622	(17,498)
MAINTENANCE AND GENERAL PLANT						
01-40-470-500105	Labor	27,278	43,917	20,220	63,243	19,326
01-40-470-500110	Overtime	-	3,616	-	3,081	(535)
01-40-470-500111	Double Time	-	482	-	955	473
01-40-470-500113	Standby/On-Call	-	-	-	-	-
01-40-470-500115	Social Security	1,693	2,981	1,255	4,186	1,205
01-40-470-500120	Medicare	396	700	293	982	282
01-40-470-500125	Health Insurance	8,815	19,620	5,221	31,956	12,336
01-40-470-500140	Life Insurance	121	312	56	432	120
01-40-470-500143	EAP Program	12	53	10	85	32
01-40-470-500145	Workers' Compensation	1,125	3,102	589	3,101	(1)
01-40-470-500155	Retirement/CalPERS	5,130	10,963	5,049	11,576	613
01-40-470-501111	Electricity - 560 Magnolia	20,920	28,016	22,335	35,000	6,984
01-40-470-501121	Electricity - 12303 Oak Glen	2,803	2,575	3,444	4,000	1,425
01-40-470-501131	Electricity - 13695 Oak Glen	1,446	1,904	1,729	2,000	96
01-40-470-501141	Electricity - 13697 Oak Glen	2,321	2,903	2,393	3,000	97
01-40-470-501151	Elec - 9781 Avenida Miravilla	1,701	1,890	2,141	2,000	110
01-40-470-501161	Electricity - 815 E. 12th	4,773	6,180	6,162	6,000	(180)
01-40-470-501171	Electricity - 851 E. 6th	-	4,200	3,299	4,200	-
01-40-470-501321	Propane - 12303 Oak Glen	-	118	-	118	-
01-40-470-501331	Propane - 13695 Oak Glen	966	2,000	1,106	2,000	-
01-40-470-501341	Propane - 13697 Oak Glen	999	2,000	1,909	2,000	-
01-40-470-501351	Propane-9781 Avenida Miravilla	1,098	1,600	1,425	1,600	-
01-40-470-501411	Sanitation - 560 Magnolia	2,721	2,987	3,720	2,987	-
01-40-470-501461	Sanitation - 815 E. 12th	4,956	4,172	6,075	4,172	-
01-40-470-501471	Sanitation - 11083 Cherry Ave	3,108	3,296	3,282	3,296	-
01-40-470-501600	Property Maintenance & Repairs	-	-	-	-	-
01-40-470-501611	Maint & Repair- 560 Magnolia	26,856	25,000	23,531	26,856	1,856
01-40-470-501621	Maint & Repair- 12303 Oak Glen	239	1,236	157	4,600	3,364
01-40-470-501631	Maint & Repair- 13695 Oak Glen	-	1,200	689	9,000	7,800
01-40-470-501641	Maint & Repair- 13697 Oak Glen	767	1,200	-	4,000	2,800
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	414	1,545	70	4,000	2,455
01-40-470-501661	Maint & Repair- 815 E. 12th	8,258	5,150	5,078	7,115	1,965
01-40-470-501671	Maint & Repair- 851 E. 6th	-	1,500	2,230	3,000	1,500
01-40-470-501691	Maint & Rpr- Bldgs (General)	6,711	20,000	9,535	60,000	40,000
01-40-470-510001	Auto/Fuel	79,519	82,000	78,290	84,000	2,000
01-40-470-510002	CIP Related Fuel	-	-	-	-	-
01-40-470-520011	Maint & Rpr-Safety Equipment	6,174	17,510	10,324	17,510	-
01-40-470-520031	Maint & Rpr-General Equipment	39,515	47,380	65,891	47,380	-
01-40-470-520041	Maint & Rpr-Fleet	45,908	51,500	47,221	125,500	74,000

Expenses: 2020 Adopted (Amended) Budget versus 2020 Actuals versus 2021 Proposed Budget

	2020				CHANGE
	2019 ACTUAL	ADOPTED (AMENDED)	2020 PROJECTED	2021 PROPOSED	
MAINTENANCE AND GENERAL PLANT (continued)					
01-40-470-520051 Maint & Rpr-Paving	-	-	-	140,000	140,000
01-40-470-520091 Maint & Rpr-Communication Equip	-	5,665	-	6,500	835
01-40-470-540030 Landscape Maintenance	5,664	82,000	43,077	82,000	-
01-40-470-540072 Rechrng Facs, Cnyns&Ponds Maint	46,226	178,440	137,428	200,000	21,560
01-50-510-502001 Rents/Leases	-	24,580	24,543	24,900	320
01-50-510-510031 Small Tools, Parts & Maint	-	515	-	515	-
01-50-510-540066 Property Damages & Theft	43,387	15,450	1,057	26,827	11,377
01-50-510-550040 General Supplies	15,279	11,330	11,281	15,279	3,949
01-50-510-550060 Public Education/Community Outreach	3,620	137,000	159,929	99,330	(37,670)
01-50-510-550072 Misc Operating Expenses	-	1,030	-	1,030	-
01-30-310-560000 GASB 68 Pension Expense	-	-	-	167,500	167,500
01-50-510-550074 Disaster Preparedness Ongoing Expenses	-	15,000	132,316	15,000	-
	420,917	875,818	844,361	1,363,812	487,994
TOTAL OPERATING EXPENSE	\$ 15,285,810	\$ 18,184,696	\$ 16,043,109	\$ 18,773,017	\$ 588,321

Personnel Summary by Department

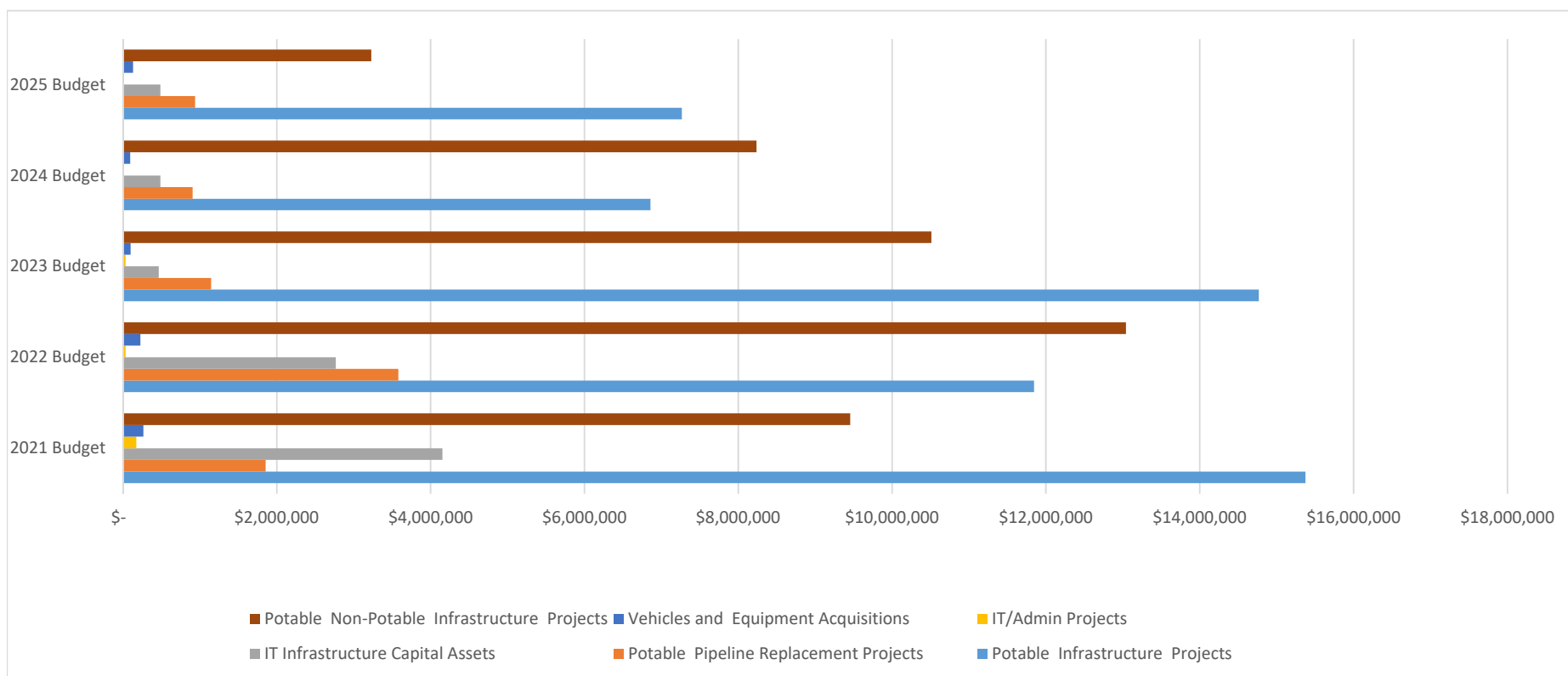
Full and Part-Time District Employees	2017 Actual	2018 Actual	2019 Actual	2020 Budget (FT)	2020 Budget (PT)	2021 Budget (FT)	2021 Budget (PT)
Engineering	5	3	6	4	4	4	3
Finance and Administrative Services							
Finance and Administrative Services	12	11	13	11	3	10	7
Human Resources	0	0	1	1	0	1	0
Information Technology	1	1	1	1	0	1	0
Operations							
Source of Supply	4	5	4	5	0	7	0
Transmission and Distribution	10	14	13	14	0	13	2
Field Inspections	0	0	0	0	0	0	0
Customer Service and Meter Reading	3	3	3	3	0	3	0
Maintenance and General Plant	0	0	0	0	0	0	0
Total Positions	35	37	41	39	7	39	12

Beaumont-Cherry Valley Water District
2021-2025 Capital Improvement Budget

Appendix A

Table 1 - All Projects By Type

	(APPENDIX B) ^{1,2,3} Potable Infrastructure Projects	(APPENDIX C) Potable Pipeline Replacement Projects	(APPENDIX D) IT Infrastructure Capital Assets	(APPENDIX D) IT/Admin Projects	(APPENDIX D) Vehicles and Equipment Acquisitions	(APPENDIX E) Non-Potable Infrastructure Projects	TOTAL
2020 Carryover	\$ 88,565,367	\$ 8,727,310	\$ 11,214,674	\$ 240,519	\$ 1,043,689	\$ 47,220,950	\$ 157,012,508
2021 Budget	\$ 15,374,040	\$ 1,853,479	\$ 4,152,235	\$ 174,064	\$ 265,000	\$ 9,454,479	\$ 31,273,297
2022 Budget	11,845,472	3,581,318	2,767,006	33,228	227,076	13,040,452	31,494,552
2023 Budget	14,768,521	1,145,613	464,224	33,228	98,521	10,509,742	27,019,849
2024 Budget	6,858,209	905,288	486,468	-	93,238	8,237,796	16,580,999
2025 Budget	7,266,766	937,139	486,946.27	-	131,594	3,228,683	12,051,128
	\$ 56,113,008	\$ 8,422,837	\$ 8,356,880	\$ 240,519	\$ 815,429	\$ 44,471,151	\$ 118,419,825



Footnotes:

GENERAL Carryover amounts are not added to Budget amounts, Carryover amounts are allocated to a budget year(s)

Budget amounts are subject to change from one year to the next because of inflation.

Budget amounts in 2021 for a project that are unspent would cause that same project to cost more in 2022

1 BCVWD EOC Staffing and Space Requirements Project was originally identified in 2020 CIB. Refer to Appendix E of 2020 Operating and Capital Improvement Budget for detailed analysis of costs. Consolidated with Potable Infrastructure Projects for 2021

2 Disaster Preparedness Equipment purchase cost was identified separately in Appendix F of 2020 CIB. Consolidated with Potable Infrastructure Projects for 2021

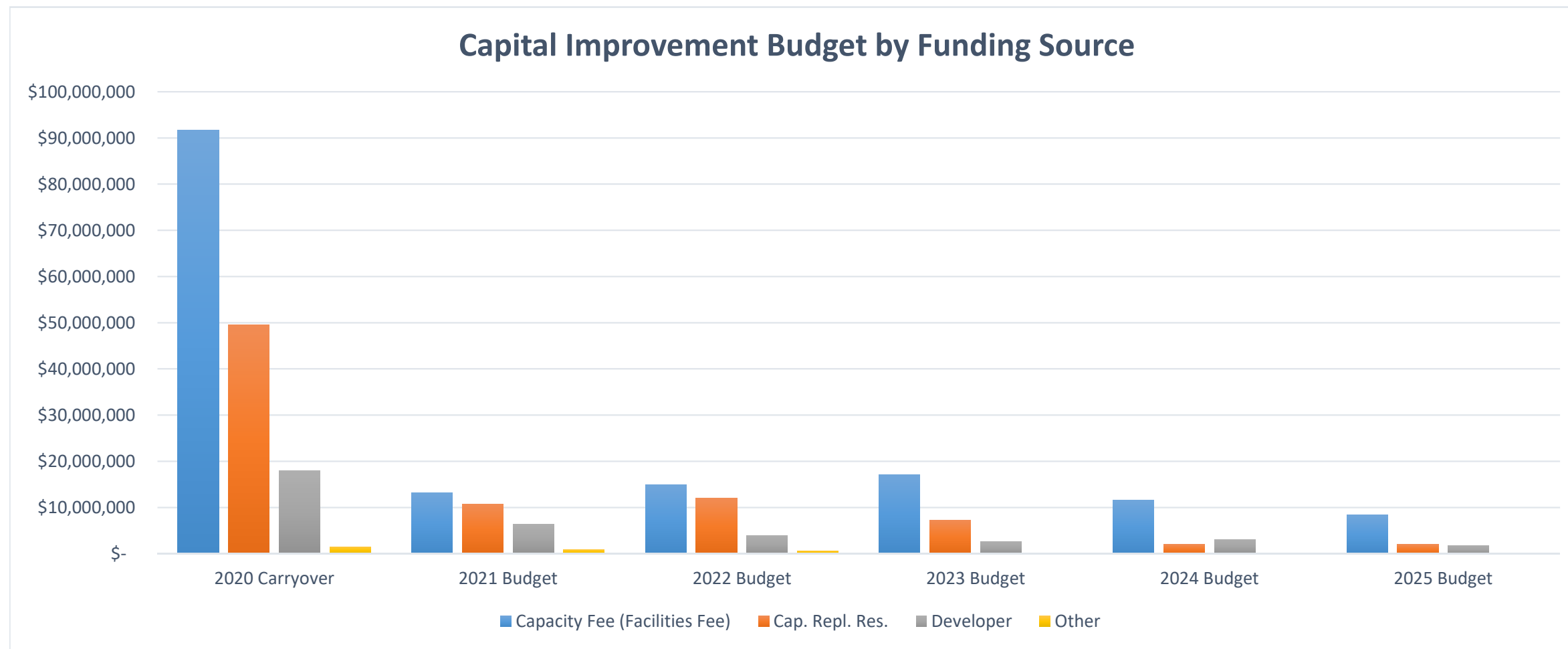
3 Investment in Sites Reservoir Project was identified separately in Appendix F. Consolidated with Potable Infrastructure Projects for 2021

**Beaumont-Cherry Valley Water District
2021-2025 Capital Improvement Budget**

Appendix A

Table 2 - All Funding Sources

	2020 Carryover	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Budget	Total Adjusted Budget
Capacity Fee (Facilities Fee)	\$ 91,723,879	\$ 13,200,411	\$ 14,979,646	\$ 17,109,852	\$ 11,566,446	\$ 8,345,791	\$ 65,202,146
Cap. Repl. Res.	\$ 49,527,869	10,759,726	12,005,936	7,268,524	1,980,202	1,958,190	33,972,578
Developer	\$ 18,026,442	6,413,160	3,908,970	2,641,473	3,034,351	1,747,147	17,745,101
Other	\$ 1,500,000	900,000	600,000	-	-	-	1,500,000
	\$ 160,778,190	\$ 31,273,297	\$ 31,494,552	\$ 27,019,849	\$ 16,580,999	\$ 12,051,128	\$ 118,419,825



NOTE: Carryover amounts are not added to Budget amounts, Carryover amounts are allocated to a budget year(s)



**Beaumont-Cherry Valley Water District
Regular Board Meeting
December 3, 2020**

Item 3b

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Authorization of General Manager to extend a Contract for Public Relations and Community Outreach Consulting Services with CV Strategies for a One-Year Term in an Amount Not-to-Exceed \$99,330**

Staff Recommendation

Authorize the General Manager to extend a contract for Public Relations and Community Outreach Consulting services with CV Strategies for a one-year term (2021 calendar year) in an amount not-to-exceed \$99,330.

Background

At a Special Meeting on October 2, 2018, the Board directed staff to prepare an RFP in a cafeteria style to submit to public relations consultants. After reviewing responses to the RFP, the Board approved a one-year contract with CV Strategies including the potential to extend the contract for two or three additional years. At a special meeting on January 7, 2020, the Board extended the contract for a second one-year term in a not-to-exceed amount of \$100,000.

The CV Strategies proposal focused more on public relations than marketing, showing an understanding of the District's needs and goals. CV Strategies has community outreach experience and offered a unique approach with training customer service representatives and District spokespersons to properly communicate with the public.

Over the past two years, BCVWD staff has worked with CV Strategies in improving the District's social media and website presence. CV Strategies also assisted in the Proposition 218 rate action process. Accomplishments include improvements to the District's website with emphasis on transparency, social media presence, monitoring and response, crisis communication, and consistent messaging.

At the September 26, 2019 meeting of the Board of Directors, President Covington appointed members to an Ad Hoc Communications Committee to provide recommendations for the District's public relations activities.

Summary

With the continued need for crisis communications support related to the potential debris flow events, and the desire to produce some promotional and informative videos, the role of CV Strategies is still important to the District. The Ad Hoc Communications Committee recommends continuation of the contract through the 2021 calendar year to assure continued and comprehensive public outreach activities, assistance with crisis communications and other matters, and ongoing social media efforts.



District staff identifies that CV Strategies' future 2022 services as well as 2021 performance activities will again be reviewed with the Board in late 2021 for consideration of further contract extensions.

Fiscal Impact

Not-to-Exceed \$99,330 during contract term January 2021 to December 2021.

Attachments

- Attachment A – Contract
- Attachment B – Scope of Work excerpt taken from the November 21, 2018 Technical Proposal for Public Relations and Community Outreach Consulting Services
- Attachment C - Menu of Services for 2021
- Attachment D - Year-End Recap of 2020

ATTACHMENT A - CV STRATEGIES CONTRACT

**AGREEMENT BETWEEN
BEAUMONT-CHERRY VALLEY WATER DISTRICT
AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This Agreement made and entered into this 14th day of January, 2019, by and between **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a California Irrigation (Special) District, hereinafter referred to as **DISTRICT**, and **CV Strategies**, hereinafter referred to as **CONSULTANT**.

DISTRICT:

Beaumont-Cherry Valley Water District
P.O. Box 2037
560 Magnolia Avenue
Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

CV Strategies
73700 Dinah Shore Drive, Unit 402
Palm Desert, CA 92211

Phone# (760) 641-0739

Attention: Erin Gilhuly, President
Email: erin@cvstrat.com

Witnesseth that in consideration of the mutual promises as hereinafter contained, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall furnish all labor, materials, equipment, and supplies and shall perform all work necessary or incidental to performing project services for DISTRICT. The project services are generally described as **Public Relations and Community Outreach Consulting Services**, as described in Attachment I: "CONSULTANT Services and Fees". Such services shall be performed by CONSULTANT as an independent contractor.

2. GENERAL CONDITIONS

This Agreement contains the entire Agreement between DISTRICT and CONSULTANT relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both DISTRICT and CONSULTANT.

DISTRICT and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both DISTRICT and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.

3. TERM OF AGREEMENT

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until terminated as provided herein. CONSULTANT recognizes that the services required by the DISTRICT are dependent upon the timely performance of CONSULTANT's services. Specific periods of time for rendering services or specific dates by which services are to be completed are outlined in "CONSULTANT Services and Fees", Attachment I.

4. COMPENSATION

CONSULTANT shall be compensated for services performed under this Agreement in accordance with "CONSULTANT Services and Fees", included in Attachment I. Payment for services shall be computed upon the basis of the actual services provided. The amounts in Attachment I shall not be exceeded without DISTRICT's prior written authorization.

5. INVOICING AND PAYMENT

CONSULTANT shall invoice DISTRICT for services performed and DISTRICT will pay CONSULTANT within sixty (60) days of receipt of invoice.

6. OWNERSHIP OF PRODUCT

CONSULTANT agrees that all data and information generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of DISTRICT.

CONSULTANT shall deliver all data and information to DISTRICT upon request and in any event upon the completion of all services hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Agreement, said documents shall be delivered to DISTRICT without additional cost to DISTRICT.

7. STANDARDS AND LIABILITY

The services provided by CONSULTANT under this Agreement, including findings, recommendations, and professional advice, shall be based on practices and procedures customary in CONSULTANT'S profession. CONSULTANT asserts that it will employ the current standard of care in performing its services.

8. SUBCONTRACTING

Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of DISTRICT.

9. SUCCESSORS AND ASSIGNS

This Agreement is to be binding on the heirs, successors, and assignees of the parties hereto, but is not to be assigned by either party without first obtaining the written consent of the other party hereto.

10. CHANGES

DISTRICT, within the general scope of this Agreement may, at any time, by written notice to CONSULTANT, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, an equitable adjustment in fee and/or term will be made, provided any claim for such an adjustment is made within thirty (30) days of the receipt of said written notice.

11. TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party in fulfilling its obligations under this Agreement, through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) at least fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, itemizing the reasons therefor, and (2) an opportunity to consult with the terminating party prior to termination to establish a reasonable period to fulfill its obligations.

If during the term of this Agreement, DISTRICT determines that the CONSULTANT is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONSULTANT in writing of such defect or failure to perform, giving CONSULTANT a fourteen (14) day notice thereafter in which to perform said specified services or cure specified deficiencies. If CONSULTANT has not performed specified services or cured specified deficiencies within the time specified, such shall constitute a breach of this Agreement, and DISTRICT may, by written notice to CONSULTANT, terminate immediately this Agreement. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT's notice of termination, less any amounts for damages to DISTRICT from such breach. In no event, however, shall CONSULTANT be entitled to receive in excess of the total compensation set forth in Attachment I.

12. INDEPENDENCE OF DISTRICT

CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor and shall be responsible for the means and methods used in performing services under this Agreement.

13. LEGAL REQUIREMENTS

CONSULTANT shall secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to its services hereunder.

14. LAWS AND VENUE

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

15. INSURANCE

CONSULTANT agrees and shall submit evidence to DISTRICT before beginning services under this Agreement that CONSULTANT has procured and shall maintain Comprehensive General Liability, Comprehensive Automobile Liability, and Professional Liability insurance coverage, with limits at or above those described below; Workers' Compensation and Employer's Liability insurance will be procured and maintained as required by the laws of the State of California. Any insurance on a "claims made" basis shall be maintained for at least three (3) years after completion of the services.

Prior to commencement of services, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing required insurance coverages. Such certificates shall be issued by insurance carrier(s) acceptable to DISTRICT and shall be endorsed to include: (1) DISTRICT as additional insured on the Comprehensive General Liability Policy; (2) waiver of subrogation against DISTRICT on the Workers Compensation Policy; and (3) thirty (30) days prior written notice of cancellation or material change in any of the coverages.


MINIMUM REQUIRED INSURANCE

- | | |
|--|--------------------------------|
| 1. Workers Compensation | - Statutory |
| Employer's Liability | - \$1,000,000 each accident |
| | - \$1,000,000 each employee |
| | - \$1,000,000 policy limit |
| 2. Comprehensive General & Contractual Liability | |
| Bodily Injury | } - \$1,000,000 per occurrence |
| Property Damage | |
| Personal Injury, with employment exclusion deleted | - \$1,000,000 in the aggregate |

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on the day and year first above written.

CV Strategies

ATTEST:

(Consultant)
By: 
(Signature)
Title: Eric Giltuly / President
(Print Name/Title)
Date: 1/15/2019

Secretary

BEAUMONT-CHERRY VALLEY

WATER DISTRICT

By: 

Dan Jagers
General Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/16/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WILLIAM YOUNGBLOOD INSURANCE 35-400 Bob Hope Dr. Suite 107 Rancho Mirage, CA 92270	CONTACT NAME:		
	PHONE (A/C No. Ext): (760) 770-2827	FAX (A/C No.): (760) 770-0447	
	E-MAIL ADDRESS: Bill@insurancesuperstore.net		
INSURED CV STRATEGIES, INC. 73-700 Dinah Shore Unit 402 PALM DESERT, CA 92211 (760) 776-1766	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: USLI: AM Best "A++"		25895
	INSURER B: HARTFORD: AM Best "A+		30104
	INSURER C:		
	INSURER D:		
	INSURER E:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CX 2551292	9/26/2018	9/26/2019	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			CX 2551292	9/26/2018	9/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$	BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			XL 1573038	6/16/2018	6/16/2019	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72 WEC DX2148	3/05/2018	3/05/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	Professional Errors and Omissions	Y					E.L. EACH ACCIDENT \$ 1,000,000	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Professional Errors and Omissions	Y		CX 2551292	9/26/2018	9/26/2019	\$ 2,000,000 Occ \$ 2,000,000 Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Thirty (30) days prior written notice of cancellation or material change in any of the coverages.

Certificate holder is named as additional insured with respect to Professional Liability.

CERTIFICATE HOLDER Beaumont-Cherry Valley Water District PO Box 2037 560 Magnolia Avenue Beaumont, CA 92223	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**BEAUMONT-CHERRY VALLEY WATER DISTRICT
REQUEST FOR PROPOSALS
FOR
PUBLIC RELATIONS AND COMMUNITY OUTREACH
SERVICES**

**Beaumont-Cherry Valley Water District
560 Magnolia Ave
Beaumont, California 92223
(951) 845-9581**

**RFP Posting Date
October 25, 2018**

**RFP Due Date
November 21, 2018
At 4:00 P.M.**

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Attachments

Exhibit A: Beaumont-Cherry Valley Water District Professional Services Agreement

I. INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

Beaumont-Cherry Valley Water District (District or BCVWD) invites qualified firms/consultants to submit proposals for public relations and community outreach services from qualified firms (Proposers) to assist with the preparation of various marketing products and community outreach services such as press releases, brochures, illustrations, videos and informational documents as described in the Scope of Work.

B. BACKGROUND

The Beaumont-Cherry Valley Water District (District) was formed in 1919 as the Beaumont Irrigation District under California Irrigation District Law, Water Code Section §20500 et seq. The name was changed to the Beaumont-Cherry Valley Water District in 1973. Beaumont-Cherry Valley Water District is a California Special District that provides potable and non-potable water service within its 28 square mile service area.

The District is located in the foothills of the San Bernardino Mountains, approximately 75 miles east of Los Angeles along interstate 10. With a service area encompassing approximately 28 square miles, the District provides potable water and non-potable water service to over 48,000 residents within the City of Beaumont and the unincorporated Community of Cherry Valley, in Riverside and San Bernardino Counties in Southern California.

The District is governed by a five-member Board of Directors elected at-large to four year terms by BCVWD's constituents. The General Manager administers the day-to-day operations of the District in accordance with policies and procedures established by the Board of Directors.

C. OVERVIEW OF CURRENT COMMUNICATIONS METHODS

The District uses a variety of tools and methods to communicate with its constituents. These tools include printed publications, websites, and social media platforms. The following locations are maintained by the District's Information Technology Department:

Website - <https://bcvwd.org>

Twitter - <https://twitter.com/bcvwd92223>

YouTube - <https://www.youtube.com/channel/UC8w8BHEVEPxSWGXNn-iA-AA>

Several tools are utilized to monitor the traffic on the District's website and social media platforms. These include, but are not limited to, Google Analytics, tracking cookies, and IP address logging.

D. PROJECT SUMMARY AND DESIRED QUALIFICATIONS

The District seeks a professional public relations/marketing/consulting firm with experience

creating a unique brand/identity, memorable message development and effective communication through multiple media formats to broad and diverse audiences to provide public relations and community outreach services.

Proposals will be accepted from firms that demonstrate competence and experience in all areas of expertise required by the scope of services, including but not limited to: community outreach, social media management, brand/identity creation, public relations, message development and delivery, event communication and prioritizing multi-phased communication campaigns.

Firms should also demonstrate competence in graphic and oral communication to large and diverse groups and expertise in facilitating consensus from multiple public and private interests. Finally, the selected firm must be able to demonstrate the ability to coordinate, deliver and manage the District's message to the news media, Internet and social media. Of particular importance is the ability to develop a PR/Community Outreach Campaign to increase positive perceptions of the District.

E. TENTATIVE TIME SCHEDULE

October 25, 2018	Initial distribution of RFP package
November 1, 2018	Deadline for submission of questions
November 8, 2018	Estimated District response to questions
November 21, 2018	Proposal closing date and time of 4:00 P.M. PT
November 28, 2018	Conduct finalist interviews
December 12, 2018	Anticipated date for approval/award by Board of Directors

F. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

Inquiries and questions concerning the contract terms and conditions contained within this Request for Proposal must be received in writing by 4:00 p.m. on November 1, 2018 to yolanda.rodriquez@bcvwd.org or the address below:

Beaumont-Cherry Valley Water District
Yolanda Rodriguez, MPA
Director of Finance and Administrative Services
560 Magnolia Ave
Beaumont, CA 92223
(951) 845-9581 Ext. 224

To ensure that written requests are received and answered in a timely manner, email correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used. Proposers shall not contact other District personnel with any questions or clarifications concerning this RFP.

1. **Closing Date:** All proposals must be received by 4:00 p.m. local time on Wednesday, November 21, 2018.
2. **Proposals:** Please submit one (1) original unbound copy clearly marked as "original" on the outside cover and contain an original signature, and five (5) bound copies in a sealed envelope marked – **Technical Proposal for BCVWD Public Relations and**

Community Outreach Services, and one (1) digital copy in PDF format to the address below.

3. **Not to Exceed Cost Estimate:** Please submit one (1) original unbound copy, and five (5) copies in a sealed envelope separate from the Technical Proposal marked **Cost Proposal for BCVWD Public Relations and Community Outreach** and one (1) digital copy in PDF format to the address below:

Beaumont-Cherry Valley Water District
Attn: Yolanda Rodriguez, Director of Finance & Administrative Services
560 Magnolia Ave
Beaumont, CA 92223

4. Proposals must be valid for a period of 120 calendar days from the Closing Date and Time for Receipt of Proposals. No Proposal may be withdrawn after the submission date.
5. All Proposals shall be submitted on standard 8.5 x 11 inch paper. All pages should be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II. ***It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein.*** All responses to this RFP shall be word processed (except where otherwise provided or noted), concise, straightforward and must fully address each requirement and question. Although not a substitute for complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.
6. Information in Proposals shall become public property and subject to disclosure laws. All Proposals shall become the property of the District. The District reserves the right to make use of any information or ideas in the Proposals.
7. By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under the RFP and that it is capable of providing and performing quality work to achieve the District's objectives.
8. The District shall not, in any event, be liable for any pre-contractual expenses incurred by Proposers in the preparation of their Proposal. Pre-contractual expenses are defined as expenses incurred by the Proposer and include:
 - a. preparing its Proposal in response to this RFP;
 - b. submitting the Proposal to the District;
 - c. negotiating with the District any matter related to the Proposer's Proposal; and
 - d. any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the Agreement.
9. Each Proposer must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the Proposal. Deviations, clarifications, and/or exceptions must be clearly identified and listed separately as alternative items for the District's consideration.

10. After the Closing Date and Time for Receipt of Proposals, evaluation and proposal clarification will commence. No proposals received after the closing date and time will be considered.
11. Proposers judged most responsive to the District's requirements may be asked to give a presentation of their Proposal including on-site demonstration to the District staff. Selected Proposers should be prepared to make their presentation within five calendar days after notification and be prepared to discuss all aspects of their Proposals in detail, including technical questions regarding the Proposal. No Proposer shall be allowed to alter or amend its Proposal through the use of the presentation process.
12. In the event the District deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by the District.
13. The District reserves the right to negotiate modifications with any Proposer as necessary to serve the best interest of the District. Any Proposal may be rejected if it is conditional, incomplete or deviates from specifications in this request. The District reserves the right to waive, at its discretion, any procedural irregularity, immaterial defects or other improprieties, which the District deems reasonably correctable or otherwise not warranting rejection of the Proposal. Any waiver will not excuse a proponent from full compliance.
14. Proposers shall describe their approach to the Scope of Work and indicate itemized costs in separate attachments.
15. The District reserves the right to:
 - a. Negotiate the final Agreement with any Proposer(s) as necessary to serve the best interest of the District;
 - b. Withdraw this RFP at any time without prior notice and, furthermore, makes no representations that any contract will be awarded to any Proposer responding to this RFP; or
 - c. Award its total requirement to one Proposer or to apportion those requirements among two or more Proposers as the District may deem to be in its best interest.

In addition, negotiations may or may not be conducted with Proposers; therefore, the Proposal submitted should contain the Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

16. A Professional Services Agreement will be proposed for execution. The District's standard Professional Services Agreement is attached (Exhibit A). It may be modified to incorporate other pertinent Articles/Terms and Conditions set forth in this RFP, including those added by addendum, and to reflect the Proposer's offer or the outcome of negotiations, if any, conducted with the Proposer. The Proposer's exceptions to the terms and conditions of the proposed agreement, or the Proposer's inability to comply with any of the provisions of the proposed agreement, are to be declared in the Proposal.

II. PROPOSAL RESPONSE REQUIREMENTS

A. RESPONSE ITEMS

Five (5) copies of the proposal should be submitted in a binder format. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Do not include any irrelevant or marketing information.

Responses must provide the information listed below. The information should be provided in order it is requested and include the section and sub-sections number(s) and statement/question in your response. Describe alternate approaches to the requested services where feasible or additional services offered or recommended which may not be specifically requested but could be of benefit to the District.

1. Cover Letter

- i. All Proposals must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. **An unsigned Proposal submission is grounds for rejection.**

2. Firm and Staff Profile

- i. Describe the firm's approach to the project. The proposal should set forth a detailed work plan for completing tasks including a tentative schedule with milestones and product deliverables.
- ii. Provide a description and samples of your firm's prior experience and qualifications in providing advertising, marketing, media, and communication services to municipalities, special districts and/or other governmental entities.
- iii. Identify the proposed Project Manager and key project team members and responsibilities. Provide a brief resume for each person outlining their credentials and experience. Provide base operations of each team member and indicate what, if any, subcontractors are routinely used as part of your operations. In the event of proposed staff changes, the District will require that replacement staff meet the same level of qualifications and equivalent rates as the staff submitted. The Beaumont-Cherry Valley Water District reserves the right to approve or reject replacements.
- iv. A minimum of three references from agencies to whom the firm/individual has provided services comparable to the services identified and described in this RFP.

3. Project Understanding

- i. Provide your general understanding of the District's media and communication

needs. Identify any potential challenges or special concerns that may be encountered in performing the scope of services.

4. Other Supporting Information

- i. Include any other information you feel to be relevant to the selection of your firm or the makeup of the project team.

B. CERTIFICATE OF INSURANCE

The Proposer will be required to maintain insurance coverage throughout the course of the Professional Services Agreement, and shall provide BCVWD with evidence of said coverage as set forth in the Professional Services Agreement. The requirement is subject to change and modification pursuant to review by the District's Legal Counsel. Please review contract language and insurance requirements prior to submitting proposal and note any proposed exceptions to the Agreement tenets in your proposal. The District's Professional Services Agreement is attached. (Exhibit A).

C. VALIDITY OF PROPOSAL

The Proposer shall state the length of time for which the submitted Proposal shall remain valid. The District requires a period of at least 120 calendar days.

D. CERTIFICATION OF UNDERSTANDING

The District assumes no responsibility for any understanding or representation made by any of its officers or agents during or prior to the execution of any Agreement resulting from this RFP unless:

1. Such understanding or representations are expressly stated in the agreement; and
2. The Agreement expressly provides that the responsibility therefore is assumed by the District. Representations made, but not so expressly stated and for which liability is not expressly assumed by the District in the Agreement, shall be deemed only for the information of the Proposer.

E. STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer shall state whether it, or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so, explain the circumstances.

F. RESOURCES TO BE PROVIDED BY THE DISTRICT

The Proposer must list any resources, District assistance, or other items expected to be provided by the District.

G. FEE PROPOSAL

Proposals shall include a description of the types of services to be provided, the total cost for the project, including fees, reimbursable and estimated number of hours, and hourly billing rate to be spent on each major task.

Once the contract has been awarded, a proposer will not be permitted to charge the District for any service performed pursuant to the terms and conditions of the contract that is not clearly identified in terms of cost and detail within the proposer's proposal to the District. The only exceptions to this limitation will be if the District specifically requests an additional service that is not identified in the RFP or in the proposer's proposal and the parties amend the contract.

Proposers are encouraged to propose alternatives to the listed requirements that will reduce cost and enhance service. The District will evaluate these alternatives on an individual basis.

Alternative services should be listed separately. All services listed must be priced, even though an alternative service has been proposed.

III. CONTRACT TERMS

The successful firm will enter into a Professional Services Agreement with the District for an initial term of one (1) year (December 2018 through December 2019). After the initial term, the District may grant up to three (3) one-year extensions based upon mutual consent and in accordance with approved budgets and specific task approvals by the Board of Directors.

IV. SCOPE OF WORK

A. NATURE OF SERVICES REQUIRED

The District is seeking a cost effective approach for community outreach and communication with its customers. The following shall act only as a general preliminary Scope of Services to generally communicate the District's expectations. Firms should identify any additional services required to meet District's expectations, price them, and explain them in their response. It is at the District's discretion which services will be required.

Account Management

- Execute a weekly strategy discussion with designated District contact(s) by phone.
- Monitor local and national publications and online alerts for stories about Beaumont/Cherry Valley area.
- Provide Spanish and other language translation services for targeted communication pieces.
- Develop and manage a 12-month calendar for District communications and a related plan for executing on that plan.
- Provide leadership and direction for the implementation and maintenance of a Beaumont-Cherry Valley Water District strategic communication plan that keeps the public and the workforce highly informed, engages the public in local government, and manages media relations.
- Champion, manage, and monitor the use of all forms of communication including social media

platforms, the district's media channels, print materials, and other communication methods that are available or might become available in the future.

- Provide recommendations and/or strategies as deemed appropriate to enhance the District's image, messaging and brand identity.
- Provide crisis communication counsel as necessary.
- Concept development, including quality graphic design.
- Develop original copy (text), copywriting and editing. This may also include Spanish and other languages marketing collateral.

Community Outreach

- Develop a monthly digital news platform to educate and advise subscribers on District's issues, meetings, events, programs, services and/or projects on a monthly basis.
- Work with District partners and influencers to gather news about Beaumont-Cherry Valley Water District for distribution via social media, e-news platform or District website.
- Develop news releases, media advisories, articles, website content and fact sheet for District events, initiatives, projects, and services.
- Community outreach to involve public engagement and facilitation of the Proposition 218 process for setting water rates and fees, water quality reporting, graphic design, and media production.
- Examine existing and upcoming programs and initiatives of the District and develop strategies for promoting these efforts to the community.

Public Relations

- Enhance the District's public media outlets; to include, providing strategic support for communication projects, initiatives, and campaigns designed to advance the District's vision, mission, image and branding.
- Develop public relations strategies to raise public and community awareness of District's upcoming Centennial Celebration in 2019.
- Create messaging to drive interaction and build excitement through sharing relevant content and providing opportunities to interact with the programs/services. Draft and edit news releases, media advisories, informational matter and distributing to designated media outlets upon direction and approval by the District's General Manager or designee.
- Develop public relations strategies to raise public and community awareness of District's matters upon direction and approval by the District's General Manager and Board of Directors.
- Develop a communication strategy, electronic material, and mailing notices in compliance of Proposition 218 based on draft rate adjustments provided by the District.
- Develop a series of new customer on-boarding engagement email messages and content about the District services, meetings, and service options.
- Develop strategies for countering misinformation and misconceptions.
- Tracking and responding to stories, events, crisis, in the media that may benefit the District from a response on behalf of the District, upon direction and approval by the District's General Manager or designee.

Social Media

- Work with District's IT Department to develop a concrete email marketing and geo-targeting strategy using tools like: YouTube and Twitter.
- Provide District staff with guidance on email marketing best practices and emails as a key

source for social media content. Identify appropriate imagery to use, where possible to aid the work impact and reach of social media posts.

- Build messaging that can be used in various channels including social media and paid traditional media to geo-target key audiences through timely/relevant channels to drive awareness, create an emotional connection and educate on key actions, and drive traffic to the website.

Multi-Media

- Produce 1 - 3 monthly videos in Spanish and English that, in 30 seconds to a minute, address community water issues, public information explanation or event promotion. Assist District Staff in adding videos to its social media channels.

B. PROPOSED COST

Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. Beaumont-Cherry Valley Water District shall not, in any event be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. Beaumont-Cherry Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.

V. PROPOSAL EVALUATION CRITERIA

Proposals that meet the requirements specified in this RFP will be evaluated based on the following criteria:

1. Cost-effectiveness and a demonstrated effort to be cost-conscious.
2. Proposal price.
3. Step by step approach to the engagement and detailed schedule for completion.
4. Completeness and responsiveness of the proposal submitted.
5. Experience as related to media relations, marketing and social media management.
6. Documented prior experience in handling project(s) of similar size and scope.
7. Demonstrated ability to meet deadlines.
8. Business integrity and reputation in the industry relevant to scope of services.
9. Proven prior experience, as confirmed by references.
10. Proven skill and reputation, including timeliness and demonstrable results, as confirmed by references.
11. Meets qualifications set forth in this RFP.
12. The proposal deemed most advantageous to the Beaumont-Cherry Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted and the District's need for each major task.

Exhibit A

DISTRICT'S PROFESSIONAL SERVICES AGREEMENT

A **sample** of the District's Professional Services Agreement is provided for review (attached). Submission of a Proposal is the Contractor's willingness to accept the terms of the agreement.

Please specifically identify each and every term of the agreement that your firm/consultant is unwilling to accept and the reason therefore.

ATTACHMENT B - SCOPE OF WORK

G. FEE PROPOSAL

Proposals shall include a description of the types of services to be provided, the total cost for the project, including fees, reimbursable and estimated number of hours, and hourly billing rate to be spent on each major task.

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Multi-Media

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B. PROPOSED COST

Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. Beaumont-Cherry Valley Water District shall not, in any event be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. Beaumont-Cherry Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.

V. PROPOSAL EVALUATION CRITERIA

Proposals that meet the requirements specified in this RFP will be evaluated based on the following criteria:

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5. Experience as related to media relations, marketing and social media management.
6. Documented prior experience in handling project(s) of similar size and scope.
7. Demonstrated ability to meet deadlines.
8. Business integrity and reputation in the industry relevant to scope of services.
9. Proven prior experience, as confirmed by references.
10. Proven skill and reputation, including timeliness and demonstrable results, as confirmed by references.
11. Meets qualifications set forth in this RFP.
12. The proposal deemed most advantageous to the Beaumont-Cherry Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted and the District's need for each major task.

Attachment C



Beaumont-Cherry Valley Water District Outreach Cost Menu - 2021

INITIATIVES - PRIORITIES & ONGOING SUPPORT	HOURS	COST
RECYCLED WATER	20	\$3,300
<ul style="list-style-type: none"> • Update fact sheet • Update press release • Distribute press release • Repurpose content for newsletter, social media, etc. • Monitor media response 		
SPRING & FALL NEWSLETTERS (Includes CCR)	80	\$13,200
<ul style="list-style-type: none"> • Develop editorial calendar • Write content • Design newsletter 		
WEB SUPPORT	60	\$9,900
<ul style="list-style-type: none"> • Ongoing web support and updates 		
SOCIAL MEDIA MANAGEMENT	120	\$19,800
<ul style="list-style-type: none"> • Provide social media support as needed • Develop monthly social media calendar (through Dec.) 		
ONGOING MEDIA STRATEGY	48	\$7,920
<ul style="list-style-type: none"> • Provide ongoing support as needed 		
BOARD MEETING SUPPORT	24	\$3,960
<ul style="list-style-type: none"> • Attend monthly Board meetings • Provide support as needed 		
BOARD COMMUNICATIONS COMMITTEE	60	\$9,900
<ul style="list-style-type: none"> • Attend & facilitate meetings • Provide support as needed 		
CRISIS COMMUNICATIONS PLAN	40	\$6,600
<ul style="list-style-type: none"> • Develop comprehensive crisis communications plan 		



Beaumont-Cherry Valley Water District
 Outreach Cost Menu - 2021

INITIATIVES - 2ND PRIORITY		HOURS	COST
VIDEO DEVELOPMENT		60	\$9,900
<ul style="list-style-type: none"> Facilitate, film and log footage for videos Produce 3-5 short videos based on the video plan 			
CAPACITY FEES OUTREACH		35	\$5,775
<ul style="list-style-type: none"> Develop fact sheet and FAQs Coordinate web content Facilitate stakeholder meetings 			
INITIATIVES - 3RD PRIORITY		HOURS	COST
WATER SUPPLY AND CONSERVATION OUTREACH		15	\$2,475
<ul style="list-style-type: none"> Develop fact sheet and FAQs Coordinate web content Create infographic 			
STORMWATER OUTREACH		20	\$3,300
<ul style="list-style-type: none"> Develop fact sheet and FAQs Coordinate web content Create infographic 			
MISSION, VISION AND KEY MESSAGES		20	\$3,300
<ul style="list-style-type: none"> Facilitate Board workshop Develop mission, vision and key messages 			
Proposed Annual Budget (Does Not Include Printing or Postage)		602	\$99,330

Attachment D

Beaumont-Cherry Valley Water District – 2020 Year-end Communications Recap November 17, 2020

Rates Education	
<ul style="list-style-type: none"> • Rates education outreach plan • Designed Public Hearing Notice • Newspaper ad Public Hearing Notice • FAQs – English & Spanish • Pocket guide – English & Spanish • Website homepage content • Water rates web page development • Bill estimator support • Board key message cards • Customer service training • Field staff training • Spokesperson education • Rates targeted social media posts (throughout) 	<ul style="list-style-type: none"> • Community Town Hall Meeting <ul style="list-style-type: none"> ○ Preparation and support ○ Develop presentation ○ Facilitate meeting and present ○ Rates education handout ○ “New bill” lobby card ○ Printed materials ○ Signage ○ Video recording (online) ○ Feedback report • Public Hearing support • Press holding statement • Website update with Board vote • Newsletter article • Ongoing web updates
COVID-19 Crisis Communication	
<ul style="list-style-type: none"> • Op-ed • Website updates and content (ongoing) • Newsletter article • Social media content • Conservation education • Stagnant water information • Strategic counsel • Ongoing support as needed 	
Apple and El Dorado Fire Communication	
<ul style="list-style-type: none"> • Apple Fire press release • Social media posts - garnered community engagement • Web updates 	
Fire Aftermath Messaging Plan	
<ul style="list-style-type: none"> • Plan development • Key messages • Social media posts/community messages 	

Earned Media

- COVID Op-ed
 - Record Gazette coverage 3/26/20 and 4/3/20
 - Posted website and social media
- Apple Fire media outreach & press release
 - Resulted in two local articles highlighting BCVWD (Record Gazette and Patch.com)
 - Press release posted on website and social media
- WaterSMART grant funds press release
 - Record Gazette coverage 2/29/20
 - Posted website and social media
- Certificate of Financial Excellence
 - Distributed to local media
 - Posted website and social media
- Special Districts Week
 - Article in Patch.com 5/26/20
 - Posted website and social media

Newsletters

- Spring edition 2020
 - Design and content
 - Posting/electronic distribution
- Winter edition 2021
 - Planning
 - Begin content development

Collateral

- How to Read Your Bill handout
 - Design and content
 - Web and social media content
 - Posting/electronic distribution
- Welcome Packet
 - Design and content
 - Infographic – Who is Responsible?
 - Web and social media content
 - Posting/electronic distribution/printing

Water Quality Report

- Newsletter-style report (design and content)
- Postcard
- Posting/electronic distribution

<ul style="list-style-type: none"> • Web and social media content
2020 Elections
<ul style="list-style-type: none"> • Web update • Social media posts
Bogart Park
<ul style="list-style-type: none"> • Web update • Social media post
Water Efficiency Legislation
<ul style="list-style-type: none"> • Web update • Social media posts
Website Support (ongoing)
<ul style="list-style-type: none"> • Division web pages • Ongoing updates and guidance
Social Media (ongoing)
<ul style="list-style-type: none"> • Monthly schedule and content development • Board quotes • Posts and customer/community response support • Transition support from posting by CV Strategies to BCVWD staff • Posting/response support as needed • Analytics reports
Ongoing Support
<ul style="list-style-type: none"> • Media monitoring • Ongoing strategic counsel and support as needed • Ongoing communication check-in meetings • Ad-Hoc Communications Committee meeting attendance and preparation • Board support, meeting attendance, progress updates and planning



**Beaumont-Cherry Valley Water District
Regular Board Meeting
December 3, 2020**

Item **3c**

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Authorization of General Manager to extend a contract for Grant Writing Consulting Services with Townsend Public Affairs for a One-Year Term in an Amount Not-to-Exceed \$48,000**

Staff Recommendation

Authorize the General Manager to extend a Contract for grant writing consulting services with Townsend Public Affairs for a one-year term in an amount not-to-exceed \$48,000.

Background

At its October 25, 2018 meeting, the Board approved a contract with Townsend Public Affairs for grantwriting consulting services. Over the past two years, the consultant has met with staff and become familiar with District operations and needs, and community opportunities.

Since 2019, Townsend has identified and submitted grant proposals on behalf of BCVWD for the following:

- AMR / AMI project FY 2020
- Recycled Water Facility
- AMR / AMI project FY 2021

In addition to the submittals of the grant proposals on behalf of BCVWD, Townsend reviews potential funding opportunities for eligibility, has helped respond to inquiries regarding application clarification, provides weekly updates on COVID-19, prepares letters of support for legislative matters pertaining to water, and has assisted staff with various reports.

Townsend was instrumental to the submission process to the Bureau of Reclamation (BOR) WaterSMART: Water and Energy efficiency Grant for the Advanced Metering Infrastructure Project FY20, which awarded the District a matching grant in the amount of \$1.5 million in 2020. Townsend not only prepared the draft of the application, but assisted staff with responses to additional information, and guidance on new registrations.

Although only one submission has been successful in obtaining a grant, staff believes the District has benefited from the guidance that Townsend has provided in evaluations of grant opportunities as well as drafting grant related reports, and recommends continuance of the contract to pursue additional opportunities for funding for:



- Recycled Water Distribution Facility
- Water conservation – metering
- Turf removal
- Solar power for well electrical
- Pipeline replacements
- SCADA upgrade
- IT updates including data storage and security

Fiscal Impact

The fiscal impact for a one-year term of service is \$48,000.

Attachment

- Agreement Between Beaumont-Cherry Valley Water District and Consultant for Professional Services

**AGREEMENT BETWEEN
BEAUMONT-CHERRY VALLEY WATER DISTRICT
AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This Agreement made and entered into this 1st day of November, 2018, by and between **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a California Irrigation (Special) District, hereinafter referred to as **DISTRICT**, and Townsend Public Affairs, Inc., hereinafter referred to as **CONSULTANT**.

DISTRICT:

Beaumont-Cherry Valley Water District
P.O. Box 2037
560 Magnolia Avenue
Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

Townsend Public Affairs, Inc.
1401 Dove Street, Suite 330
Newport Beach, CA 92660

Email: ctownsend@townsendpa.com

Fax: _____

Attention: Christopher Townsend, President

Witnesseth that in consideration of the mutual promises as hereinafter contained, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

CONSULTANT shall furnish all labor, materials, equipment, and supplies and shall perform all work necessary or incidental to performing project services for DISTRICT. The project services are generally described as Grant Writing Consulting Services, as described in Attachment I: "CONSULTANT PROPOSAL for Services and Fees". Such services shall be performed by CONSULTANT as an independent contractor.

2. GENERAL CONDITIONS

This Agreement contains the entire Agreement between DISTRICT and CONSULTANT relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both DISTRICT and CONSULTANT.

DISTRICT and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both DISTRICT and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.

3. TERM OF AGREEMENT

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until terminated as provided herein. CONSULTANT recognizes that the services required by the DISTRICT are dependent upon the timely performance of CONSULTANT's services. Specific periods of time for rendering services or specific dates by which services are to be completed are outlined in "CONSULTANT PROPOSAL's Services and Fees", included in Attachment I.

This Agreement shall have an initial term of three (3) years from Effective Date, with the option of non-renewal after the first and second year. District will notify Consultant within sixty (60) days of non-renewal.

4. COMPENSATION

CONSULTANT shall be compensated for services performed under this Agreement in accordance with "CONSULTANT PROPOSAL's Services and Fees", included in Attachment I. Payment for services shall be computed upon the basis of the actual services provided. The amounts in Attachment I shall not be exceeded without DISTRICT's prior written authorization.

5. INVOICING AND PAYMENT

CONSULTANT shall invoice DISTRICT for services performed and DISTRICT will pay CONSULTANT within thirty (30) days of receipt of invoice.

6. OWNERSHIP OF PRODUCT

CONSULTANT agrees that all data and information generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of DISTRICT.

CONSULTANT shall deliver all data and information to DISTRICT upon request and in any event upon the completion of all services hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Agreement, said documents shall be delivered to DISTRICT without additional cost to DISTRICT.

7. STANDARDS AND LIABILITY

The services provided by CONSULTANT under this Agreement, including findings, recommendations, and professional advice, shall be based on practices and procedures customary in CONSULTANT'S profession. CONSULTANT asserts that it will employ the current standard of care in performing its services.

8. SUBCONTRACTING

Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of DISTRICT.

9. SUCCESSORS AND ASSIGNS

This Agreement is to be binding on the heirs, successors, and assignees of the parties hereto, but is not to be assigned by either party without first obtaining the written consent of the other party hereto.

10. CHANGES

DISTRICT, within the general scope of this Agreement may, at any time, by written notice to CONSULTANT, issue additional instructions, require additional services, or direct the omission of services covered by this Agreement. In such event, an equitable adjustment in fee and/or term will be made, provided any claim for such an adjustment is made within thirty (30) days of the receipt of said written notice.

11. TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party in fulfilling its obligations under this Agreement, through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) at least fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, itemizing the reasons therefor, and (2) an opportunity to consult with the terminating party prior to termination to establish a reasonable period to fulfill its obligations.

If during the term of this Agreement, DISTRICT determines that the CONSULTANT is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONSULTANT in writing of such defect or failure to perform, giving CONSULTANT a fourteen (14) day notice thereafter in which to perform said specified services or cure specified deficiencies. If CONSULTANT has not performed specified services or cured specified deficiencies within the time specified, such shall constitute a breach of this Agreement, and DISTRICT may, by written notice to CONSULTANT, terminate immediately this Agreement. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement. In said event, CONSULTANT shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT's notice of termination, less any amounts for damages to DISTRICT from such breach. In no event, however, shall CONSULTANT be entitled to receive in excess of the total compensation set forth in Attachment I. The District reserves the right not to renew contract after the first and second year.

12. INDEPENDENCE OF DISTRICT

CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor and shall be responsible for the means and methods used in performing services under this Agreement.

13. LEGAL REQUIREMENTS

CONSULTANT shall secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to its services hereunder.

14. LAWS AND VENUE

This agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

15. INSURANCE

CONSULTANT agrees and shall submit evidence to DISTRICT before beginning services under this Agreement that CONSULTANT has procured and shall maintain Comprehensive General Liability, Comprehensive Automobile Liability, and Professional Liability insurance coverage, with limits at or above those described below; Workers' Compensation and Employer's Liability insurance will be procured and maintained as required by the laws of the State of California. Any insurance on a "claims made" basis shall be maintained for at least three (3) years after completion of the services.

Prior to commencement of services, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing required insurance coverages. Such certificates shall be issued by insurance carrier(s) acceptable to DISTRICT and shall be endorsed to include: (1) DISTRICT as additional insured on the Comprehensive General Liability Policy; (2) waiver of subrogation against DISTRICT on the Workers Compensation Policy; and (3) thirty (30) days prior written notice of cancellation or material change in any of the coverages.

MINIMUM REQUIRED INSURANCE

- 1. Workers Compensation - Statutory
Employer's Liability - \$1,000,000 each accident
- \$1,000,000 each employee
- \$1,000,000 policy limit

- 2. Comprehensive General & Contractual Liability
 - Bodily Injury } - \$1,000,000 per occurrence
 - Property Damage } - \$1,000,000 in the aggregate
 - Personal Injury, with employment exclusion deleted - \$1,000,000 in the aggregate

- 3. Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles
 - Bodily Injury } - \$1,000,000 per occurrence
 - Property Damage } - \$1,000,000 in the aggregate
- 4. Professional Liability
 - \$1,000,000 per claim
 - \$1,000,000 in the aggregate

In the event CONSULTANT fails to obtain or maintain any insurance coverage required under this Agreement, DISTRICT may terminate this Agreement for cause.

16. INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to indemnify and hold harmless DISTRICT, its officers, agents, and employees from claims attributed to CONSULTANT's negligent acts, errors, or omissions. DISTRICT agrees to indemnify and hold harmless CONSULTANT, its officers, agents, and employees from claims attributed to DISTRICT's negligent acts, errors, or omissions.

17. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the consulting services period or following completion of the project, DISTRICT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

In the event the parties are unable to reach settlement, all claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement, or the breach thereof, shall be decided by arbitration in accordance with the rules of the American Arbitration Association. Notice of demand of arbitration must be filed in writing with the other parties to this Agreement and the American Arbitration Association. The demand must be made within a reasonable time after the parties conclude that they are unable to reach settlement. The award rendered by the arbitrator shall be final, judgment may be entered upon in any court having jurisdiction thereof, and shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10 & 11).

6. NOT-TO-EXCEED COST ESTIMATE

Attachment 1 (part 2)

Proposal Form (Mandatory)

Submitted herewith is our proposal to perform the Grant Writing Services for the Beaumont-Cherry Valley Water District.

The undersigned agrees to perform the grant writing services specified at a total cost not to exceed the price quotation indicated below.

The Contract will be performed in accordance with requirements set forth in the Request for Proposal and the District's standard professional agreement. Services will be performed by the personnel identified in the "Statement of Qualifications".

	<u>Not-to-Exceed</u>
Initial Review of District Projects for grant opportunities:	\$ <u>Included</u>
Initial Grant Funding Research: (November 2018 through November 2019)	\$ <u>Included</u>
For 12 consecutive months from (September 2018 through August 2019) (Include how that price is quoted (e.g. per month, per grant, on-call, etc.): (November 2019 through November 2020)	\$ <u>4,000 per month</u>
For 12 consecutive months from (September 2019 through August 2020) (If renewed): (November 2020 through November 2021)	\$ <u>4,000 per month</u>
For 12 consecutive months from (September 2020 through August 2021) (If renewed):	\$ <u>4,000 per month</u>



ITEMIZED COST ESTIMATE

DESCRIPTION OF SERVICES	FEE
Grant Writing Consulting Services	\$4,000 Per Month*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Monthly Reports	Included
• Establishment of Clear Accountabilities	Included
• Grant Application Development and Submittal	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes time, material, travel, and other expenses which may be associated with the duties and obligations under this Request for Proposals.</i>	

CHARGE OUT RATES FOR KEY PERSONNEL

KEY PERSONNEL	HOURLY BILLING RATES*
Christopher Townsend, President	\$200
Cori Williams, Southern California Director	\$150
Sharon Gonsalves, Senior Associate	\$125
Eric O'Donnell, Associate	\$100
Johannus Reijnders, Associate	\$100
Zac Commins, Associate	\$100
<i>*Billing rates for all key personnel assigned to the project, materials, etc. have been incorporated into the total not-to-exceed cost above</i>	



Attachment I (part 1)



**Beaumont-Cherry Valley Water District
Request for Proposals
For
Grant Writing Consulting Services**

**Beaumont-Cherry Valley Water District
560 Magnolia Ave,
Beaumont, California 92223
(951) 845-9581**

RFP Posting Date

July 3, 2018

RFP Due Date

July 31, 2018

At 4:00 P.M.

CONTENTS

A. BACKGROUND

B. SCOPE OF WORK

C. SPECIAL PROVISIONS

D. SAMPLE OF PROFESSIONAL SERVICE AGREEMENT

**SECTION A
BACKGROUND**

I. INTRODUCTION

Beaumont-Cherry Valley Water District (District or BCVWD) invites qualified firms/consultants to submit proposals for contractual grant writing services. The District is seeking to contract with an individual or firm that specializes in the management of the overall grant process and can assist the District to maximize the benefits of grant funding. The required services are herein described in the Scope of Work.

II. DISTRICT PROFILE

The District was formed in 1919 as the Beaumont Irrigation District under California Irrigation District Law, Water Code Section §20500 *et seq.* The name was changed to the Beaumont-Cherry Valley Water District in 1973. Beaumont-Cherry Valley Water District is a California Special District that provides potable and non-potable water service within its 28 square mile service area.

The District is located in the foothills of the San Bernardino Mountains, approximately 75 miles east of Los Angeles along interstate 10. With a service area encompassing approximately 28 square miles, the District provides potable water and non-potable water service to over 48,000 residents within the City of Beaumont and the unincorporated Community of Cherry Valley in Riverside and San Bernardino Counties in Southern California.

III. BACKGROUND AND OBJECTIVE (BCVWD)

The District is governed by a five-member Board of Directors elected at-large to four year terms by BCVWD's constituents. The General Manager administers the day-to-day operations of the District in accordance with policies and procedures established by the Board of Directors.

It is the intention of the District to apply for grants which address documented District needs associated with services delivery, necessary capital infrastructure improvements and water and non-potable water recharge and recovery project(s). In addition, it is the intent of the District to apply for grants which not only are consistent with identified District needs but those grants that can be properly and efficiently administered by staff taking into account existing duties and responsibilities. The goal of the District's grant program is to secure funding for services and projects which the District otherwise would be required to utilize Capital Replacement funds.

**SECTION B
SCOPE OF WORK**

I. SCOPE OF SERVICES

The District is seeking a Contractor/Consultant to provide grant writing services for Beaumont-Cherry Valley Water District. These services would include researching grants for which the District meets application criteria, preparing and submitting grant applications, and fulfilling administration requirements for successful grants. The proposal should provide pricing options for each Scope of Services component listed below together with a suggested budget for each component of the Scope. Specific services, although not all-inclusive, to be performed are as follows:

Funding needs analysis – Work with the District's departments to assess the validity of current funding priority areas and identify new priority areas for funding.

1. Review District projects for grant opportunities
2. Grant funding research – Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies and organizations that support the District's funding needs and priorities in the following general areas by way of illustration and not by way of limitation:
 - Infrastructure Development and Maintenance
 - Recycled/Non-Potable Water
 - Storm Water
 - Water Conservation Initiatives
 - Watershed Restoration
 - GIS Geographic Information System
 - Raw Water and Recycled Water Recharge Projects
 - Storm Water Capture Projects
3. On-call grant research – In addition to the areas defined above, other areas may be also identified through the Funding needs analysis process and throughout the duration of the contract.
4. Grant proposal development – Provide grant proposal writing services associated with:
 - Grant application review and preparing a timeline and chart of tasks for grant submission.
 - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production and submittal of applications to funding sources.
 - Ensuring that letter of support and other required certifications or documents are submitted with the grant timeline.
 - Completing tasks (including but not limited to reports and budgets) for post-award administration and accountability in accordance with the grant timeline.
 - A copy of each grant application submitted is to be provided to the Beaumont-Cherry Valley Water District.
5. Monthly reports – the successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

Firms or individuals submitting a response to this RFP shall provide the District with a detailed description of the work that will be completed and other information as requested in this RFP.

II. PROPOSAL REQUIREMENTS

Proposer must submit a detailed proposal which includes, at a minimum, the following:

1. Define the methodology/approach to be used to identify the needs of the District which would be eligible for funding through grants, including whether costs will be hourly or per grant, written and submitted.
2. Generally, detail the involvement and role of District staff and District resources in the grant writing process. Describe, in detail, the process you would utilize to prepare the actual grant application.
3. List your experience in the identification and preparation of grants for special districts. Specifically, detail your experience with federal and state grants for infrastructure improvement and maintenance, storm water, water conservation initiatives, watershed restoration, GIS Geographic Information systems, technology community development and capital assets.
4. List up to five (5) funded grants which you developed detailing the funding source, amount requested and amount funded. As well as a list of grants for which the Beaumont-Cherry Valley Water District would qualify and that your organization would pursue on our behalf.
5. Example of Grant Application: Attach an example of a grant application that was written by you and successfully funded for an agency (preferably from a comparable California water district).
6. Describe the background, experience and qualifications of the person(s) who will act as the grant writer and the qualifications of any staff who will assist with the preparation of grant applications (include their role, education, relevant experience and related qualifications).
7. Attach a list of references. At least two of these should be from Water Districts/Cities in California. Include the name of contact, affiliation, address, direct telephone number and email address.
8. Describe in detail the fee structure you propose for providing grant writing services.

III. SELECTION

The District will make its selection based on its review of the proposal submitted. The criteria will include qualifications, experience, fee structure, and the ability to meet the needs of the District.

Firms/Consultants wishing to submit an RFP should meet the following minimum qualifications:

1. Excellent written and verbal communication skills.
2. Highly organized with the ability to manage prospect identification and evaluation.
3. Proficient in research, interpreting research, and analyzing data.
4. Must demonstrate a proven track record of successful grant writing results for federal, state, and local grant applications.
5. Must have a physical office location in California.

IV. PROPOSAL CONDITIONS AND FORMAT INFORMATION

So that competing proposals can be compared equally, firms/consultants must assemble their proposals in strict adherence to the layout requirements: (Failure to follow all proposal layout requirements may result in disqualification of your proposal for being non-responsive).

Proposal Form (Mandatory)

Submitted herewith is our proposal to perform the Grant Writing Services for the Beaumont-Cherry Valley Water District.

The undersigned agrees to perform the grant writing services specified at a total cost not to exceed the price quotation indicated below.

The Contract will be performed in accordance with requirements set forth in the Request for Proposal and the District's standard professional agreement. Services will be performed by the personnel identified in the "Statement of Qualifications".

Not-to-Exceed

Initial Review of District Projects for grant opportunities:

\$ Included

Initial Grant Funding Research:

\$ Included

For 12 consecutive months from (*September* 2018 through *August* 2019)
(Include how that price is quoted (e.g. per month, per grant, on-call, etc.):

\$ 4,000. per month

For 12 consecutive months from (*September* 2019 through *August* 2020)
(If renewed):

\$ 4,000 per month

For 12 consecutive months from (*September* 2020 through *August* 2021)
(If renewed):

\$ 4,000 per month

All questions should be in writing and directed to Yolanda Rodriguez, Director of Finance and Administrative Services.

The signature of an authorized representative must appear on the cover sheet of the firm's/consultant's proposal. The signature shall be interpreted to indicate the firm's/consultant's willingness to comply with all the terms and conditions set forth in this solicitation, unless specific written exceptions are noted.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs.

Statement of Qualifications:

The proposal must be assembled in the following order, with tabs separating each section:

1. A description of the organization's/consultant's professional qualifications.
2. A statement indicating the number of employees, by level, which will perform the grant writing and related services.
3. A resume for each employee who will be assigned to the District's grant writing services, including:
 - a. Name of individual
 - b. Education/professional credentials
 - c. Experience with grant writing services
 - d. Hourly rates to be charged
4. A separate listing of current and prior clients indicating the following:
 - a. Types of service performed; and
 - b. Names, addresses and telephone numbers of persons who may be contacted by BCVWD staff as references.
5. Indicate availability to proceed with work on or about September 3, 2018 and include a tentative schedule for completing the grant availability research, grant applications and deliverables.
6. In a separate sealed envelope, provide a not-to-exceed cost estimate adequate to cover the scope of the service. The cost estimate should be itemized by task and include a list of charge out rates related to the names of key personnel to be used by the firm/consultant for this service. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposals. All costs must be identified. This process is not considered a bid, nor will cost alone decide who is selected.

Please note that BCVWD relies heavily on the not to exceed amount and is reluctant to grant further increases unless substantial reasons are made for overage. A requested payment schedule should accompany the work schedule.

V. CONTRACT AWARD

Issuance of the Request for Proposals (RFP) and receipt of proposals does not commit BCVWD to award a contract. BCVWD reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. BCVWD also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the respondent(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet BCVWD's needs.

Staff will review and evaluate all qualified proposals utilizing a forced ranking system. BCVWD may conduct telephonic interviews with top ranked candidates as well as reference checks.

VI. EVALUATION PROCESS AND SELECTION CRITERIA

The District will review all submittals and make a recommendation based upon the established evaluation criteria. After the proposals have been evaluated, the highest ranked firm/consultant may be interviewed. All firms/consultants submitting a proposal will be notified in writing as to their status in the selection process.

The criteria for selection will be based on, but not limited to, the following:

- Experience and qualifications of personnel assigned to provide the grant writing services and their availability.
- References from clients with similar services provided.
- Price proposal (including expenses)

Final selection will be made based upon both the written proposals and the interview. Information contained in the cost envelope will be secondary and will be opened after the proposals have been reviewed; how that information is used is at the discretion of the District.

VII. DISCRETION AND LIABILITY WAIVER

The District reserves the right to reject all proposals or to request and obtain from one or more of the firms/consultants submitting proposals, supplementary information as may be necessary for District staff to analyze the proposals pursuant to the firm's/consultant's selection criteria.

The District is not liable for costs incurred by the firm/consultant for the cost of the proposal. The firm/consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

All proposals shall be binding for a period of 90 days after the proposal due date. The District also reserves the following rights and options with respect to this RFP:

- To re-issue this RFP with or without change or modification, at any time prior to the District's execution of a Professional Services Agreement pursuant to this RFP;
- To cancel this RFP with or without issuing another request for proposals;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to the District's execution of a Professional Services Agreement pursuant to this RFP;
- To waive informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the District's sole judgment, material to the proposal;
- To request modification of some or all of the proposals following evaluation by the District;
- To request clarifications of any proposals;

- To negotiate simultaneously, or otherwise, with one or more Respondents; and
- To discontinue and resume negotiations with one or more Respondents.

VIII. INSURANCE REQUIREMENTS

The chosen firm/consultant will be required to maintain insurance coverage throughout the course of the Professional Services Agreement, and shall provide BCVWD with evidence of said coverage as set forth in the Professional Services Agreement. The requirement is subject to change and modification pursuant to review by the District’s Legal Counsel. Please review contract language and insurance requirements prior to submitting proposal and note any proposed exceptions to the Agreement tenets in your proposal. The Professional Services Agreement is attached.

IX. PROPOSAL SCHEDULE

****This is a tentative schedule and may be modified at the District’s discretion.**

Notice Inviting Proposals for Grant Writing Services	July 3, 2018
Proposals Due	July 31, 2018 at 4:00 p.m.
Evaluation & Possible Interview	August 1 – 2, 2018
Board of Directors Approval	August 23, 2018
Contract Award	August 28, 2018

X. DIRECTIONS FOR SUBMITTING PROPOSAL

Closing Date: All proposals must be received by 4:00 p.m. on Tuesday, July 31, 2018.

Proposals: Please submit one (1) original unbound copy, and three (3) copies in a sealed envelope marked – **Proposal for BCVWD Grant Writing Services**, and one (1) digital copy in PDF format to the to the address below.

Not to Exceed Cost Estimate: Please submit one (1) original unbound copy, and three (3) copies in a sealed envelope separate from the Technical Proposal marked **Cost Proposal for BCVWD Grant Writing Services** and one (1) digital copy in pdf format to the following:

Beaumont-Cherry Valley Water District
 Attn: Yolanda Rodriguez
 560 Magnolia Ave
 Beaumont, CA 92223
yolanda.rodriquez@bcvwd.org

Each sealed envelope containing a bid proposal must have, on the outside:

- The name of the bidder

- The bidder's address
- The statement "GRANT WRITING SERVICES: DO NOT OPEN UNTIL THE TIME OF BID OPENING"

The proposal must be received at the specified address by the closing date and time indicated above. Firms/consultants mailing or shipping their proposals must allow sufficient delivery time to ensure timely receipt of their proposals. Late proposals will not be accepted.

Beaumont-Cherry Valley Water District reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposal received.

SECTION C SPECIAL PROVISIONS

I. ACCURACY OF THIS SPECIFICATION. This specification is believed by the District to be accurate and to contain no affirmative misrepresentation or any concealment of fact. In preparing its bid, the bidder and all subcontractors named in its bid shall bear sole responsibility for bid preparation errors resulting from any misstatements or omissions in this specification which could easily have been ascertained. Although the effect of ambiguities or defects in this specification will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify the District in writing of specification defects or ambiguities prior to bid submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

II. QUESTIONS AND INQUIRIES

Questions concerning this RFP may be submitted in writing or emailed no later than Wednesday, July 25, 2018:

Beaumont-Cherry Valley Water District
Attn: Yolanda Rodriguez, Director of Finance and Administrative Svc.
560 Magnolia Avenue
Beaumont, CA 92333
E-mail: yolanda.rodriquez@bcvwd.org

All questions and responses will be published with the RFP document on the BCVWD website. This information will be located on the Home Page, under "Our District" on the *Current Solicitations* Tab.

SECTION D DISTRICT'S PROFESSIONAL SERVICES AGREEMENT

A sample of the District's Professional Services Agreement is provided for review (attached). Submission of a Proposal is the Contractor's willingness to accept the terms of the agreement.

Please specifically identify each and every term of the agreement that your firm/consultant is unwilling to accept and the reason therefore.