



BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue, Beaumont, CA 92223

**NOTICE AND AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, March 10, 2021 - 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=SXlzMFZCMGh0YTFL2tnUGlpU3h0UT09>

To telephone in, please dial: (669) 900-9128

Enter Meeting ID: 843 1855 9070

Enter Passcode: 113552

*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 Slawson

Roll Call - Board of Directors

Pledge of Allegiance: President Slawson

	President Daniel Slawson
	Vice President Lona Williams
	Secretary Andy Ramirez
	Treasurer David Hoffman
	Member John Covington

Invocation: Director Ramirez

Roll Call

Teleconference Verification

Public Comment

PUBLIC COMMENT: RAISE HAND OR PRESS *9 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. Consent Calendar:** All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
 - a. Review of the January 2021 Budget Variance Reports (pages 4 - 8)
 - b. Review of the January 31, 2021 Cash/Investment Balance Report (page 9)
 - c. Review of Check Register for the Month of February 2021 (pages 10 - 26)
 - d. Review of February 2021 Invoices Pending Approval (pages 27 - 29)
 - e. Minutes of the Regular Meeting of February 10, 2021 (pages 30 - 36)
 - f. Minutes of the Regular Meeting of February 25, 2021 (pages 37 - 43)
 - g. Report of District Vendor Expenditures in Fiscal Year 2021 (pages 44 - 46)
 - h. Correspondence – Receive and File – Required Correspondence from FY 2020 Independent Audit Firm (pages 47 - 57)

- 3. Proposed Human Resources Department Vision, Mission, and Values Statement** (pages 58 - 59)

- 4. Discussion of San Geronio Pass Water Agency Report on 2021 Water Year Conditions and Department of Water Resources Water Allocation** (pages 60 - 69)

- 5. Resolution 2021-__:** Approving the Cooperative Agreement for Beaumont Master Drainage Plan Line 16 Project between Beaumont Cherry Valley Water District and Riverside County Flood Control and Water Conservation District (pages 70 - 126)

- 6. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07** (Report due every 21 days) (No Staff Report)

- 7. 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.

- Personnel Committee Meeting: Monday, Mar. 15, 2021 at 6 p.m.
- Engineering Workshop: Thursday, Mar. 25, 2021 at 6 p.m.
- Finance and Audit Committee Meeting: Thursday, Apr. 1, 2021 at 3 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Apr. 7, 2021 at 10 a.m.
- Regular Board Meeting: Wednesday, Apr. 14, 2021 at 6 p.m.

9. Action List for Future Meetings

- Water supply for BCVWD and the region
- Reinstatement of fees waived due to COVID-19
- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project
- Legal perspective on the Delta Conveyance (request to Counsel Markman)

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 March 7, 2021, 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: 2021.03.04 14:02:05 -08'00'

Yolanda Rodriguez
Director of Finance and Administration

General Ledger

Budget Variance Revenue

User: wclayton

Printed: 2/25/2021 5:54:09 PM

Period 01 - 01

Fiscal Year 2021

Beaumont-Cherry Valley Water District

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



Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail/ Uncollect
50	GENERAL					
01-50-510-419051	Grant Revenue	\$ 642,090.72	\$ -	\$ -	\$ 642,090.72	100.00%
	Grant Rev	\$ 642,090.72	\$ -	\$ -	\$ 642,090.72	100.00%
01-50-510-490001	Interest Income - Bonita Vista	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	100.00%
01-50-510-490011	Interest Income-Fairway Canyon	\$ 46,829.00	\$ -	\$ -	\$ 46,829.00	100.00%
01-50-510-490021	Interest Income - General	\$ 600,000.00	\$ 12,021.00	\$ 12,021.00	\$ 587,979.00	98.00%
	Interest Income	\$ 648,429.00	\$ 12,021.00	\$ 12,021.00	\$ 636,408.00	98.15%
01-50-510-481001	Fac Fees-Wells	\$ 1,496,528.00	\$ 385,264.00	\$ 385,264.00	\$ 1,111,264.00	74.26%
01-50-510-481006	Fac Fees-Water Rights (SWP)	\$ 383,425.00	\$ -	\$ -	\$ 383,425.00	100.00%
01-50-510-481012	Fac Fees-Water Treatment Plant	\$ 711,933.00	\$ 183,279.00	\$ 183,279.00	\$ 528,654.00	74.26%
01-50-510-481018	Fac Fees-Local Water Resources	\$ 151,805.00	\$ -	\$ -	\$ 151,805.00	100.00%
01-50-510-481024	Fac Fees-Recycld Wtr Facilities	\$ 1,083,746.00	\$ 278,998.00	\$ 278,998.00	\$ 804,748.00	74.26%
01-50-510-481030	Fac Fees-Transmission (16")	\$ 1,212,064.00	\$ 312,032.00	\$ 312,032.00	\$ 900,032.00	74.26%
01-50-510-481036	Fac Fees-Storage	\$ 1,552,184.00	\$ 399,592.00	\$ 399,592.00	\$ 1,152,592.00	74.26%
01-50-510-481042	Fac Fees-Booster	\$ 107,447.00	\$ 27,661.00	\$ 27,661.00	\$ 79,786.00	74.26%
01-50-510-481048	Fac Fees-Pressure Reducng Stns	\$ 54,883.00	\$ 14,129.00	\$ 14,129.00	\$ 40,754.00	74.26%
01-50-510-481054	Fac Fees-Misc Projects	\$ 47,926.00	\$ 12,338.00	\$ 12,338.00	\$ 35,588.00	74.26%
01-50-510-481060	Fac Fees-Financing Costs	\$ 235,765.00	\$ 60,695.00	\$ 60,695.00	\$ 175,070.00	74.26%
01-50-510-485001	Front Footage Fees	\$ 23,370.00	\$ -	\$ -	\$ 23,370.00	0.00%
	Non-Operating Revenue	\$ 7,061,076.00	\$ 1,673,988.00	\$ 1,673,988.00	\$ 5,387,088.00	76.29%
01-50-510-410100	Sales	\$ 5,626,822.29	\$ 395,864.55	\$ 395,864.55	\$ 5,230,957.74	92.96%
01-50-510-410151	Agricultural Irrigation Sales	\$ 22,315.78	\$ 2,213.28	\$ 2,213.28	\$ 20,102.50	90.08%
01-50-510-410171	Construction Sales	\$ 101,314.47	\$ 6,080.00	\$ 6,080.00	\$ 95,234.47	94.00%
01-50-510-413001	Backflow Admin Charges	\$ 45,000.00	\$ 2,802.16	\$ 2,802.16	\$ 42,197.84	93.77%
01-50-510-413011	Fixed Meter Charges	\$ 3,661,780.56	\$ 307,041.98	\$ 307,041.98	\$ 3,354,738.58	91.61%
01-50-510-413021	Meter Fees	\$ 300,000.00	\$ 8,656.00	\$ 8,656.00	\$ 291,344.00	97.11%
01-50-510-415001	SGPWA Importation Charges	\$ 3,870,300.00	\$ 304,901.95	\$ 304,901.95	\$ 3,565,398.05	92.12%
01-50-510-415011	SCE Power Charges	\$ 1,816,800.00	\$ 135,512.09	\$ 135,512.09	\$ 1,681,287.91	92.54%
01-50-510-417001	2nd Notice Penalties	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	100.00%
01-50-510-417011	3rd Notice Charges	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	100.00%
01-50-510-417021	Account Reinstatement Fees	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%
01-50-510-417031	Lien Processing Fees	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100.00%
01-50-510-417041	Credit Check Processing Fees	\$ 9,600.00	\$ 115.00	\$ 115.00	\$ 9,485.00	98.80%
01-50-510-417051	Returned Check Fees	\$ 4,000.00	\$ 200.00	\$ 200.00	\$ 3,800.00	95.00%
01-50-510-417061	Custmr Damages/Upgrade Charges	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%
01-50-510-417071	After Hours Call Out Charges	\$ 600.00	\$ -	\$ -	\$ 600.00	100.00%
01-50-510-417081	Bench Test Fees	\$ 90.00	\$ -	\$ -	\$ 90.00	100.00%
01-50-510-417091	Credit Card Processing Fees	\$ 78,000.00	\$ 5.25	\$ 5.25	\$ 77,994.75	99.99%
01-50-510-419011	Development Income	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100.00%
01-50-510-419012	Development Income-GIS	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	100.00%
01-50-510-419031	Well Maintenance Reimbursemnt	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	100.00%
01-50-510-419061	Miscellaneous Income	\$ 500.00	\$ -	\$ -	\$ 500.00	100.00%
	Operating Revenue	\$ 16,088,623.10	\$ 1,163,392.26	\$ 1,163,392.26	\$ 14,925,230.84	92.77%
01-50-510-471001	Rent - 12303 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 2,200.00	91.67%
01-50-510-471011	Rent - 13695 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 2,200.00	91.67%
01-50-510-471021	Rent - 13697 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 2,200.00	91.67%
01-50-510-471031	Rent - 9781 Avenida Miravilla	\$ 2,400.00	\$ 200.00	\$ 200.00	\$ 2,200.00	91.67%
01-50-510-471101	Util - 12303 Oak Glen	\$ 4,118.00	\$ 278.78	\$ 278.78	\$ 3,839.22	93.23%
01-50-510-471111	Util - 13695 Oak Glen	\$ 4,000.00	\$ 391.07	\$ 391.07	\$ 3,608.93	90.22%
01-50-510-471121	Util - 13697 Oak Glen	\$ 5,000.00	\$ 661.23	\$ 661.23	\$ 4,338.77	86.78%
01-50-510-471131	Util - 9781 Avenida Miravilla	\$ 3,600.00	\$ 619.99	\$ 619.99	\$ 2,980.01	82.78%
	Rent/Utilities	\$ 26,318.00	\$ 2,751.07	\$ 2,751.07	\$ 23,566.93	89.55%
Revenue Total		\$ 24,466,536.82	\$ 2,852,152.33	\$ 2,852,152.33	\$ 21,614,384.49	88.34%

General Ledger

Budget Variance Expense

User: wclayton
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Period 01 - 01
Fiscal Year 2021

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
Beaumont CA 92223
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Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
10	BOARD OF DIRECTORS						
01-10-110-500101	Board of Directors Fees	\$ 45,200.00	\$ 1,800.00	\$ 1,800.00	\$ 43,400.00	\$ -	96.02%
01-10-110-500115	Social Security	\$ 2,805.00	\$ 111.60	\$ 111.60	\$ 2,693.40	\$ -	96.02%
01-10-110-500120	Medicare	\$ 658.00	\$ 26.10	\$ 26.10	\$ 631.90	\$ -	96.03%
01-10-110-500125	Health Insurance	\$ 130,241.40	\$ -	\$ -	\$ 130,241.40	\$ -	100.00%
01-10-110-500140	Life Insurance	\$ 120.00	\$ 6.70	\$ 6.70	\$ 113.30	\$ -	94.42%
01-10-110-500143	EAP Program	\$ 360.00	\$ 7.75	\$ 7.75	\$ 352.25	\$ -	97.85%
01-10-110-500145	Workers' Compensation	\$ 521.00	\$ 9.36	\$ 9.36	\$ 511.64	\$ -	98.20%
01-10-110-500175	Training/Education/Mtgs/Travel	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	100.00%
	Board of Directors Personnel	\$ 189,905.40	\$ 1,961.51	\$ 1,961.51	\$ 187,943.89	\$ -	98.97%
01-10-110-550042	Supplies-Other	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
	Board of Directors Materials & Supplies	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-10-110-550012	Election Expenses	\$ 130,000.00	\$ -	\$ -	\$ 130,000.00	\$ -	100.00%
01-10-110-550051	Advertising/Legal Notices	\$ 1,400.00	\$ 362.00	\$ 362.00	\$ 1,038.00	\$ -	74.14%
	Board of Directors Services	\$ 131,400.00	\$ 362.00	\$ 362.00	\$ 131,038.00	\$ -	99.72%
Expense Total	BOARD OF DIRECTORS	\$ 322,305.40	\$ 2,323.51	\$ 2,323.51	\$ 319,981.89	\$ -	99.28%
20	ENGINEERING						
01-20-210-500105	Labor	\$ 561,698.00	\$ 16,355.60	\$ 16,355.60	\$ 545,342.40	\$ -	97.09%
01-20-210-500115	Social Security	\$ 39,169.00	\$ 1,014.42	\$ 1,014.42	\$ 38,154.58	\$ -	97.41%
01-20-210-500120	Medicare	\$ 9,164.00	\$ 237.24	\$ 237.24	\$ 8,926.76	\$ -	97.41%
01-20-210-500125	Health Insurance	\$ 107,328.00	\$ 3,001.34	\$ 3,001.34	\$ 104,326.66	\$ -	97.20%
01-20-210-500140	Life Insurance	\$ 2,736.00	\$ 35.28	\$ 35.28	\$ 2,700.72	\$ -	98.71%
01-20-210-500143	EAP Program	\$ 344.00	\$ 7.75	\$ 7.75	\$ 336.25	\$ -	97.75%
01-20-210-500145	Workers' Compensation	\$ 5,778.00	\$ 119.80	\$ 119.80	\$ 5,658.20	\$ -	97.93%
01-20-210-500150	Unemployment Insurance	\$ 19,100.00	\$ -	\$ -	\$ 19,100.00	\$ -	100.00%
01-20-210-500155	Retirement/CalPERS	\$ 90,255.00	\$ 2,509.76	\$ 2,509.76	\$ 87,745.24	\$ -	97.22%
01-20-210-500165	Uniforms & Employee Benefits	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ -	100.00%
01-20-210-500175	Training/Education/Mtgs/Travel	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	100.00%
01-20-210-500180	Accrued Sick Leave Expense	\$ 28,816.00	\$ -	\$ -	\$ 28,816.00	\$ -	100.00%
01-20-210-500185	Accrued Vacation Leave Expense	\$ 21,282.00	\$ -	\$ -	\$ 21,282.00	\$ -	100.00%
01-20-210-500187	Accrual Leave Payments	\$ 14,510.00	\$ -	\$ -	\$ 14,510.00	\$ -	100.00%
01-20-210-500195	CIP Related Labor	\$ (225,000.00)	\$ (4,871.94)	\$ (4,871.94)	\$ (220,128.06)	\$ -	97.83%
	Engineering Personnel	\$ 681,530.00	\$ 18,409.25	\$ 18,409.25	\$ 663,120.75	\$ -	97.30%
01-20-210-540048	Permits, Fees & Licensing	\$ 2,060.00	\$ -	\$ -	\$ 2,060.00	\$ -	100.00%
	Engineering Materials & Supplies	\$ 2,060.00	\$ -	\$ -	\$ 2,060.00	\$ -	100.00%
01-20-210-540014	Development Reimbursable-GIS	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	\$ -	100.00%
01-20-210-550030	Membership Dues	\$ 900.00	\$ 300.00	\$ 300.00	\$ 600.00	\$ -	66.67%
01-20-210-550051	Advertising/Legal Notices	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
01-20-210-580031	Outside Engineering	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ -	100.00%
01-20-210-580032	CIP Related Outside Engineering	\$ (41,280.00)	\$ -	\$ -	\$ (41,280.00)	\$ -	100.00%
	Engineering Services	\$ 321,620.00	\$ 300.00	\$ 300.00	\$ 321,320.00	\$ -	99.91%
Expense Total	ENGINEERING	\$ 1,005,210.00	\$ 18,709.25	\$ 18,709.25	\$ 986,500.75	\$ -	98.14%
30	FINANCE & ADMIN SERVICES						
01-30-310-500105	Labor	\$ 1,178,947.00	\$ 29,241.39	\$ 29,241.39	\$ 1,149,705.61	\$ -	97.52%
01-30-310-500110	Overtime	\$ 1,214.00	\$ -	\$ -	\$ 1,214.00	\$ -	100.00%
01-30-310-500111	Double Time	\$ 193.00	\$ -	\$ -	\$ 193.00	\$ -	100.00%
01-30-310-500115	Social Security	\$ 88,696.00	\$ 2,181.04	\$ 2,181.04	\$ 86,514.96	\$ -	97.54%
01-30-310-500120	Medicare	\$ 20,759.00	\$ 510.08	\$ 510.08	\$ 20,248.92	\$ -	97.54%
01-30-310-500125	Health Insurance	\$ 268,320.00	\$ 14,417.56	\$ 14,417.56	\$ 253,902.44	\$ -	94.63%
01-30-310-500130	CalPERS Health Admin Costs	\$ 2,500.00	\$ 150.00	\$ 150.00	\$ 2,350.00	\$ -	94.00%
01-30-310-500140	Life Insurance	\$ 6,348.00	\$ 100.44	\$ 100.44	\$ 6,247.56	\$ -	98.42%
01-30-310-500143	EAP Program	\$ 885.00	\$ 15.50	\$ 15.50	\$ 869.50	\$ -	98.25%
01-30-310-500145	Workers' Compensation	\$ 11,734.00	\$ 191.58	\$ 191.58	\$ 11,542.42	\$ -	98.37%
01-30-310-500150	Unemployment Insurance	\$ 40,094.00	\$ -	\$ -	\$ 40,094.00	\$ -	100.00%
01-30-310-500155	Retirement/CalPERS	\$ 211,738.00	\$ 9,681.49	\$ 9,681.49	\$ 202,056.51	\$ -	95.43%
01-30-310-500161	Estim Current Yr OPEB Expense	\$ 151,500.00	\$ -	\$ -	\$ 151,500.00	\$ -	100.00%
01-30-310-500165	Uniforms & Employee Benefits	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-30-310-500175	Training/Education/Mtgs/Travel	\$ 25,000.00	\$ 200.00	\$ 200.00	\$ 24,800.00	\$ -	99.20%
01-30-310-500180	Accrued Sick Leave Expense	\$ 57,478.00	\$ 1,563.20	\$ 1,563.20	\$ 55,914.80	\$ -	97.28%
01-30-310-500185	Accrued Vacation Leave Expense	\$ 86,947.00	\$ 4,247.60	\$ 4,247.60	\$ 82,699.40	\$ -	95.11%
01-30-310-500187	Accrual Leave Payments	\$ 93,571.00	\$ -	\$ -	\$ 93,571.00	\$ -	100.00%
01-30-310-500195	CIP Related Labor	\$ (16,032.00)	\$ -	\$ -	\$ (16,032.00)	\$ -	100.00%
01-30-310-560000	GASB 68 Pension Expense	\$ 167,500.00	\$ -	\$ -	\$ 167,500.00	\$ -	100.00%
01-30-320-500105	Labor	\$ 67,242.00	\$ 2,213.62	\$ 2,213.62	\$ 65,028.38	\$ -	96.71%
01-30-320-500110	Overtime	\$ 563.00	\$ -	\$ -	\$ 563.00	\$ -	100.00%
01-30-320-500115	Social Security	\$ 4,630.00	\$ 137.26	\$ 137.26	\$ 4,492.74	\$ -	97.04%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-30-320-500120	Medicare	\$ 1,084.00	\$ 32.10	\$ 32.10	\$ 1,051.90	\$ -	97.04%
01-30-320-500125	Health Insurance	\$ 26,832.00	\$ 1,278.20	\$ 1,278.20	\$ 25,553.80	\$ -	95.24%
01-30-320-500140	Life Insurance	\$ 444.00	\$ 6.60	\$ 6.60	\$ 437.40	\$ -	98.51%
01-30-320-500143	EAP Program	\$ 72.00	\$ 1.55	\$ 1.55	\$ 70.45	\$ -	97.85%
01-30-320-500145	Workers' Compensation	\$ 661.00	\$ 11.51	\$ 11.51	\$ 649.49	\$ -	98.26%
01-30-320-500150	Unemployment Insurance	\$ 2,287.00	\$ -	\$ -	\$ 2,287.00	\$ -	100.00%
01-30-320-500155	Retirement/CalPERS	\$ 11,828.00	\$ 243.71	\$ 243.71	\$ 11,584.29	\$ -	97.94%
01-30-320-500165	Uniforms & Employee Benefits	\$ 111.00	\$ -	\$ -	\$ 111.00	\$ -	100.00%
01-30-320-500175	Training/Education/Mtgs/Travel	\$ 9,400.00	\$ -	\$ -	\$ 9,400.00	\$ -	100.00%
01-30-320-500176	District Professional Developm	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00	\$ -	100.00%
01-30-320-500177	Gen Safety Training & Supplies	\$ 28,250.00	\$ 250.00	\$ 250.00	\$ 28,000.00	\$ 224.29	98.32%
01-30-320-500180	Accrued Sick Leave Expense	\$ 3,106.00	\$ -	\$ -	\$ 3,106.00	\$ -	100.00%
01-30-320-500185	Accrued Vacation Leave Expense	\$ 3,202.00	\$ -	\$ -	\$ 3,202.00	\$ -	100.00%
01-30-320-500187	Accrual Leave Payments	\$ 449.00	\$ -	\$ -	\$ 449.00	\$ -	100.00%
01-30-320-550024	Employment Testing	\$ 4,530.00	\$ 18.89	\$ 18.89	\$ 4,511.11	\$ -	99.58%
	Finance & Admin Services Personnel	\$ 2,592,083.00	\$ 66,693.32	\$ 66,693.32	\$ 2,525,389.68	\$ 224.29	97.42%
01-30-310-550006	Cashiering Shortages/Overages	\$ 50.00	\$ -	\$ -	\$ 50.00	\$ -	100.00%
01-30-310-550018	Employee Medical/First Aid	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	100.00%
01-30-310-550042	Office Supplies	\$ 10,000.00	\$ 638.23	\$ 638.23	\$ 9,361.77	\$ -	93.62%
01-30-310-550046	Office Equipment	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-30-310-550048	Postage	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	\$ -	100.00%
01-30-310-550066	Subscriptions	\$ 2,000.00	\$ 92.10	\$ 92.10	\$ 1,907.90	\$ -	95.40%
01-30-310-550072	Misc Operating Expenses	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-30-310-550078	Bad Debt Expense	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	100.00%
01-30-310-550084	Depreciation	\$ 2,850,000.00	\$ 231,116.06	\$ 231,116.06	\$ 2,618,883.94	\$ -	91.89%
01-30-320-550028	District Certification	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00	\$ -	100.00%
01-30-320-550042	Office Supplies	\$ 2,500.00	\$ 85.21	\$ 85.21	\$ 2,414.79	\$ -	96.59%
	Finance & Admin Services Materials & Supplies	\$ 2,910,400.00	\$ 231,931.60	\$ 231,931.60	\$ 2,678,468.40	\$ -	92.03%
01-30-310-500190	Temporary Labor	\$ 49,154.00	\$ 11,628.98	\$ 11,628.98	\$ 37,525.02	\$ -	76.34%
01-30-310-550001	Bank/Financial Service Fees	\$ 20,600.00	\$ -	\$ -	\$ 20,600.00	\$ -	100.00%
01-30-310-550008	Transaction/Return Fees	\$ 2,500.00	\$ 25.00	\$ 25.00	\$ 2,475.00	\$ -	99.00%
01-30-310-550010	Transaction/Credit Card Fees	\$ 78,000.00	\$ 5,931.70	\$ 5,931.70	\$ 72,068.30	\$ -	92.40%
01-30-310-550014	Credit Check Fees	\$ 10,300.00	\$ -	\$ -	\$ 10,300.00	\$ -	100.00%
01-30-310-550030	Membership Dues	\$ 43,260.00	\$ 11,775.63	\$ 11,775.63	\$ 31,484.37	\$ -	72.78%
01-30-310-550036	Notary & Lien Fees	\$ 2,060.00	\$ -	\$ -	\$ 2,060.00	\$ -	100.00%
01-30-310-550050	Utility Billing Service	\$ 72,000.00	\$ 4,802.21	\$ 4,802.21	\$ 67,197.79	\$ -	93.33%
01-30-310-550051	Advertising/Legal Notices	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
01-30-310-550054	Property, Auto & Gen Liab Insur	\$ 85,000.00	\$ 8,240.83	\$ 8,240.83	\$ 76,759.17	\$ -	90.30%
01-30-310-580001	Accounting & Audit	\$ 36,050.00	\$ 150.00	\$ 150.00	\$ 35,900.00	\$ -	99.58%
01-30-310-580011	General Legal	\$ 150,000.00	\$ (3,042.50)	\$ (3,042.50)	\$ 153,042.50	\$ -	102.03%
01-30-310-580036	Other Professional Services	\$ 147,200.00	\$ 4,000.00	\$ 4,000.00	\$ 143,200.00	\$ -	97.28%
01-30-320-550025	Employee Retention	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-30-320-550026	Recruitment Expense	\$ 8,059.00	\$ -	\$ -	\$ 8,059.00	\$ -	100.00%
01-30-320-550030	Membership Dues	\$ 1,470.00	\$ 1,059.00	\$ 1,059.00	\$ 411.00	\$ -	27.96%
01-30-320-550051	Advertising/Legal Notices	\$ 2,785.00	\$ -	\$ -	\$ 2,785.00	\$ -	100.00%
01-30-320-580036	Other Professional Services	\$ 92,000.00	\$ 2,250.00	\$ 2,250.00	\$ 89,750.00	\$ -	97.55%
	Finance & Admin Services Services	\$ 809,438.00	\$ 46,820.85	\$ 46,820.85	\$ 762,617.15	\$ -	94.22%
Expense Total	FINANCE & ADMIN SERVICES	\$ 6,311,921.00	\$ 345,445.77	\$ 345,445.77	\$ 5,966,475.23	\$ 224.29	94.52%
35	INFORMATION TECHNOLOGY						
01-35-315-500105	Labor	\$ 143,514.00	\$ 5,207.20	\$ 5,207.20	\$ 138,306.80	\$ -	96.37%
01-35-315-500115	Social Security	\$ 11,298.00	\$ 323.09	\$ 323.09	\$ 10,974.91	\$ -	97.14%
01-35-315-500120	Medicare	\$ 2,643.00	\$ 75.56	\$ 75.56	\$ 2,567.44	\$ -	97.14%
01-35-315-500125	Health Insurance	\$ 26,832.00	\$ 2,170.69	\$ 2,170.69	\$ 24,661.31	\$ -	91.91%
01-35-315-500140	Life Insurance	\$ 936.00	\$ 16.80	\$ 16.80	\$ 919.20	\$ -	98.21%
01-35-315-500143	EAP Program	\$ 72.00	\$ 1.55	\$ 1.55	\$ 70.45	\$ -	97.85%
01-35-315-500145	Workers' Compensation	\$ 1,476.00	\$ 27.08	\$ 27.08	\$ 1,448.92	\$ -	98.17%
01-35-315-500150	Unemployment Insurance	\$ 4,880.00	\$ -	\$ -	\$ 4,880.00	\$ -	100.00%
01-35-315-500155	Retirement/CalPERS	\$ 15,804.00	\$ 786.98	\$ 786.98	\$ 15,017.02	\$ -	95.02%
01-35-315-500175	Training/Education/Mtgs/Travel	\$ 4,120.00	\$ -	\$ -	\$ 4,120.00	\$ -	100.00%
01-35-315-500180	Accrued Sick Leave Expense	\$ 8,270.00	\$ -	\$ -	\$ 8,270.00	\$ -	100.00%
01-35-315-500185	Accrued Vacation Leave Expense	\$ 15,035.00	\$ -	\$ -	\$ 15,035.00	\$ -	100.00%
01-35-315-500187	Accrual Leave Payments	\$ 14,660.00	\$ -	\$ -	\$ 14,660.00	\$ -	100.00%
01-35-315-500195	CIP Related Labor	\$ (32,875.00)	\$ -	\$ -	\$ (32,875.00)	\$ -	100.00%
	Information Technology Personnel	\$ 216,665.00	\$ 8,608.95	\$ 8,608.95	\$ 208,056.05	\$ -	96.03%
01-35-315-501511	Telephone/Internet Service	\$ 36,668.00	\$ 2,334.06	\$ 2,334.06	\$ 34,333.94	\$ -	93.63%
01-35-315-550044	Printing/Toner & Maint	\$ 19,000.00	\$ 577.01	\$ 577.01	\$ 18,422.99	\$ -	96.96%
	Information Technology Materials & Supplies	\$ 55,668.00	\$ 2,911.07	\$ 2,911.07	\$ 52,756.93	\$ -	94.77%
01-35-315-550030	Membership Dues	\$ 2,060.00	\$ 695.00	\$ 695.00	\$ 1,365.00	\$ -	66.26%
01-35-315-580016	Computer Hardware	\$ 25,000.00	\$ 161.59	\$ 161.59	\$ 24,838.41	\$ -	99.35%
01-35-315-580021	IT/Software Support	\$ 5,150.00	\$ -	\$ -	\$ 5,150.00	\$ -	100.00%
01-35-315-580026	License/Maintenance/Support	\$ 210,000.00	\$ 26,205.47	\$ 26,205.47	\$ 183,794.53	\$ -	87.52%
	Information Technology Services	\$ 242,210.00	\$ 27,062.06	\$ 27,062.06	\$ 215,147.94	\$ -	88.83%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
Expense Total	INFORTMATION TECHNOLOGY	\$ 514,543.00	\$ 38,582.08	\$ 38,582.08	\$ 475,960.92	\$ -	92.50%
40	OPERATIONS						
410	Source of Supply Personnel						
01-40-410-500105	Labor	\$ 483,039.00	\$ 7,637.10	\$ 7,637.10	\$ 475,401.90	\$ -	98.42%
01-40-410-500110	Overtime	\$ 20,292.00	\$ 94.62	\$ 94.62	\$ 20,197.38	\$ -	99.53%
01-40-410-500111	Double Time	\$ 2,751.00	\$ -	\$ -	\$ 2,751.00	\$ -	100.00%
01-40-410-500113	Standby/On-Call	\$ 12,250.00	\$ 700.00	\$ 700.00	\$ 11,550.00	\$ -	94.29%
01-40-410-500115	Social Security	\$ 36,063.00	\$ 676.25	\$ 676.25	\$ 35,386.75	\$ -	98.12%
01-40-410-500120	Medicare	\$ 8,439.00	\$ 158.16	\$ 158.16	\$ 8,280.84	\$ -	98.13%
01-40-410-500125	Health Insurance	\$ 187,824.00	\$ 7,877.35	\$ 7,877.35	\$ 179,946.65	\$ -	95.81%
01-40-410-500140	Life Insurance	\$ 3,252.00	\$ 32.04	\$ 32.04	\$ 3,219.96	\$ -	99.01%
01-40-410-500143	EAP Program	\$ 504.00	\$ 6.20	\$ 6.20	\$ 497.80	\$ -	98.77%
01-40-410-500145	Workers' Compensation	\$ 24,270.00	\$ 290.61	\$ 290.61	\$ 23,979.39	\$ -	98.80%
01-40-410-500150	Unemployment Insurance	\$ 57,436.00	\$ -	\$ -	\$ 57,436.00	\$ -	100.00%
01-40-410-500155	Retirement/CalPERS	\$ 111,455.00	\$ 3,414.58	\$ 3,414.58	\$ 108,040.42	\$ -	96.94%
01-40-410-500165	Uniforms & Employee Benefits	\$ 3,652.00	\$ -	\$ -	\$ 3,652.00	\$ -	100.00%
01-40-410-500175	Training/Education/Mtgs/Travel	\$ 6,000.00	\$ 145.00	\$ 145.00	\$ 5,855.00	\$ -	97.58%
01-40-410-500180	Accrued Sick Leave Expense	\$ 22,256.00	\$ -	\$ -	\$ 22,256.00	\$ -	100.00%
01-40-410-500185	Accrued Vacation Leave Expense	\$ 31,088.00	\$ 2,450.06	\$ 2,450.06	\$ 28,637.94	\$ -	92.12%
01-40-410-500187	Accrual Leave Payments	\$ 8,586.00	\$ -	\$ -	\$ 8,586.00	\$ -	100.00%
01-40-410-500195	CIP Related Labor	\$ (30,000.00)	\$ -	\$ -	\$ (30,000.00)	\$ -	100.00%
440	Transmission & Distribution Personnel						
01-40-440-500105	Labor	\$ 890,681.00	\$ 18,602.51	\$ 18,602.51	\$ 872,078.49	\$ -	97.91%
01-40-440-500110	Overtime	\$ 42,887.00	\$ 1,400.98	\$ 1,400.98	\$ 41,486.02	\$ -	96.73%
01-40-440-500111	Double Time	\$ 11,117.00	\$ -	\$ -	\$ 11,117.00	\$ -	100.00%
01-40-440-500113	Standby/On-Call	\$ 29,250.00	\$ 1,200.00	\$ 1,200.00	\$ 28,050.00	\$ -	95.90%
01-40-440-500115	Social Security	\$ 68,068.00	\$ 1,450.48	\$ 1,450.48	\$ 66,617.52	\$ -	97.87%
01-40-440-500120	Medicare	\$ 15,931.00	\$ 339.22	\$ 339.22	\$ 15,591.78	\$ -	97.87%
01-40-440-500125	Health Insurance	\$ 303,216.00	\$ 18,850.36	\$ 18,850.36	\$ 284,365.64	\$ -	93.78%
01-40-440-500140	Life Insurance	\$ 5,496.00	\$ 87.06	\$ 87.06	\$ 5,408.94	\$ -	98.42%
01-40-440-500143	EAP Program	\$ 956.00	\$ 20.45	\$ 20.45	\$ 935.55	\$ -	97.86%
01-40-440-500145	Workers' Compensation	\$ 34,644.00	\$ 448.69	\$ 448.69	\$ 34,195.31	\$ -	98.70%
01-40-440-500155	Retirement/CalPERS	\$ 188,285.00	\$ 7,255.68	\$ 7,255.68	\$ 181,029.32	\$ -	96.15%
01-40-440-500165	Uniforms & Employee Benefits	\$ 7,000.00	\$ 781.79	\$ 781.79	\$ 6,218.21	\$ -	88.83%
01-40-440-500175	Training/Education/Mtgs/Travel	\$ 3,090.00	\$ -	\$ -	\$ 3,090.00	\$ -	100.00%
01-40-440-500177	General Safety Supplies	\$ 7,000.00	\$ 197.11	\$ 197.11	\$ 6,802.89	\$ -	97.18%
01-40-440-500180	Accrued Sick Leave Expense	\$ 45,345.00	\$ 489.26	\$ 489.26	\$ 44,855.74	\$ -	98.92%
01-40-440-500185	Accrued Vacation Leave Expense	\$ 53,352.00	\$ 2,564.95	\$ 2,564.95	\$ 50,787.05	\$ -	95.19%
01-40-440-500187	Accrual Leave Payments	\$ 20,399.00	\$ -	\$ -	\$ 20,399.00	\$ -	100.00%
01-40-440-500195	CIP Related Labor	\$ (110,920.00)	\$ -	\$ -	\$ (110,920.00)	\$ -	100.00%
450	Inspections Personnel						
01-40-450-500105	Labor	\$ 32,976.00	\$ 3,075.16	\$ 3,075.16	\$ 29,900.84	\$ -	90.67%
01-40-450-500110	Overtime	\$ 1,780.00	\$ 696.50	\$ 696.50	\$ 1,083.50	\$ -	60.87%
01-40-450-500111	Double Time	\$ 223.00	\$ -	\$ -	\$ 223.00	\$ -	100.00%
01-40-450-500115	Social Security	\$ 2,184.00	\$ 233.93	\$ 233.93	\$ 1,950.07	\$ -	89.29%
01-40-450-500120	Medicare	\$ 512.00	\$ 54.71	\$ 54.71	\$ 457.29	\$ -	89.31%
01-40-450-500125	Health Insurance	\$ 13,704.00	\$ 1,250.07	\$ 1,250.07	\$ 12,453.93	\$ -	90.88%
01-40-450-500140	Life Insurance	\$ 252.00	\$ 5.34	\$ 5.34	\$ 246.66	\$ -	97.88%
01-40-450-500143	EAP Program	\$ 36.00	\$ 1.17	\$ 1.17	\$ 34.83	\$ -	96.75%
01-40-450-500145	Workers' Compensation	\$ 1,617.00	\$ 99.26	\$ 99.26	\$ 1,517.74	\$ -	93.86%
01-40-450-500155	Retirement/CalPERS	\$ 8,891.00	\$ 655.99	\$ 655.99	\$ 8,235.01	\$ -	92.62%
460	Customer Svc & Meter Reading Personnel						
01-40-460-500105	Labor	\$ 174,027.00	\$ 7,154.56	\$ 7,154.56	\$ 166,872.44	\$ -	95.89%
01-40-460-500110	Overtime	\$ 14,424.00	\$ 726.57	\$ 726.57	\$ 13,697.43	\$ -	94.96%
01-40-460-500111	Double Time	\$ 3,933.00	\$ -	\$ -	\$ 3,933.00	\$ -	100.00%
01-40-460-500113	Standby/On-Call	\$ 3,250.00	\$ -	\$ -	\$ 3,250.00	\$ -	100.00%
01-40-460-500115	Social Security	\$ 14,421.00	\$ 605.45	\$ 605.45	\$ 13,815.55	\$ -	95.80%
01-40-460-500120	Medicare	\$ 3,375.00	\$ 141.60	\$ 141.60	\$ 3,233.40	\$ -	95.80%
01-40-460-500125	Health Insurance	\$ 80,496.00	\$ 4,764.60	\$ 4,764.60	\$ 75,731.40	\$ -	94.08%
01-40-460-500140	Life Insurance	\$ 1,188.00	\$ 18.12	\$ 18.12	\$ 1,169.88	\$ -	98.47%
01-40-460-500143	EAP Program	\$ 216.00	\$ 4.73	\$ 4.73	\$ 211.27	\$ -	97.81%
01-40-460-500145	Workers' Compensation	\$ 8,687.00	\$ 247.48	\$ 247.48	\$ 8,439.52	\$ -	97.15%
01-40-460-500155	Retirement/CalPERS	\$ 48,690.00	\$ 2,279.31	\$ 2,279.31	\$ 46,410.69	\$ -	95.32%
01-40-460-500165	Uniforms & Employee Benefits	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	\$ -	100.00%
01-40-460-500175	Training/Education/Mtgs/Travel	\$ 412.00	\$ -	\$ -	\$ 412.00	\$ -	100.00%
01-40-460-500180	Accrued Sick Leave Expense	\$ 8,040.00	\$ 1,855.94	\$ 1,855.94	\$ 6,184.06	\$ -	76.92%
01-40-460-500185	Accrued Vacation Leave Expense	\$ 14,918.00	\$ 26.53	\$ 26.53	\$ 14,891.47	\$ -	99.82%
01-40-460-500187	Accrual Leave Payments	\$ 13,584.00	\$ -	\$ -	\$ 13,584.00	\$ -	100.00%
01-40-460-500195	CIP Related Labor	\$ (30,839.00)	\$ -	\$ -	\$ (30,839.00)	\$ -	100.00%
470	Maintenance & General Plant Personnel						
01-40-470-500105	Labor	\$ 63,243.00	\$ -	\$ -	\$ 63,243.00	\$ -	100.00%
01-40-470-500110	Overtime	\$ 3,081.00	\$ -	\$ -	\$ 3,081.00	\$ -	100.00%
01-40-470-500111	Double Time	\$ 955.00	\$ -	\$ -	\$ 955.00	\$ -	100.00%
01-40-470-500115	Social Security	\$ 4,186.00	\$ -	\$ -	\$ 4,186.00	\$ -	100.00%
01-40-470-500120	Medicare	\$ 982.00	\$ -	\$ -	\$ 982.00	\$ -	100.00%
01-40-470-500125	Health Insurance	\$ 31,956.00	\$ -	\$ -	\$ 31,956.00	\$ -	100.00%
01-40-470-500140	Life Insurance	\$ 432.00	\$ -	\$ -	\$ 432.00	\$ -	100.00%
01-40-470-500143	EAP Program	\$ 85.00	\$ -	\$ -	\$ 85.00	\$ -	100.00%
01-40-470-500145	Workers' Compensation	\$ 3,101.00	\$ -	\$ -	\$ 3,101.00	\$ -	100.00%
01-40-470-500155	Retirement/CalPERS	\$ 11,576.00	\$ 218.87	\$ 218.87	\$ 11,357.13	\$ -	98.11%
	Operations Personnel	\$ 3,147,348.00	\$ 101,286.40	\$ 101,286.40	\$ 3,046,061.60	\$ -	96.78%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
410	Source of Supply Materials & Supplies						
01-40-410-501101	Electricity - Wells	\$ 1,816,800.00	\$ 97,000.88	\$ 97,000.88	\$ 1,719,799.12	\$ -	94.66%
01-40-410-501201	Gas - Wells	\$ 225.00	\$ 14.79	\$ 14.79	\$ 210.21	\$ -	93.43%
01-40-410-510011	Treatment & Chemicals	\$ 110,000.00	\$ 16,557.45	\$ 16,557.45	\$ 93,442.55	\$ -	84.95%
01-40-410-510021	Lab Testing	\$ 75,000.00	\$ 3,316.00	\$ 3,316.00	\$ 71,684.00	\$ -	95.58%
01-40-410-510031	Small Tools, Parts & Maint	\$ 8,000.00	\$ 376.27	\$ 376.27	\$ 7,623.73	\$ -	95.30%
01-40-410-520021	Maint & Rpr-Telemetry Equip	\$ 4,280.00	\$ -	\$ -	\$ 4,280.00	\$ -	100.00%
01-40-410-520061	Maint & Rpr-Pumping Equipment	\$ 142,613.00	\$ 63.06	\$ 63.06	\$ 142,549.94	\$ 75.67	99.90%
01-40-410-550066	Subscriptions	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
440	Transmission & Distribution Materials & Supplies						
01-40-440-510031	Small Tools, Parts & Maint	\$ 13,250.00	\$ -	\$ -	\$ 13,250.00	\$ -	100.00%
01-40-440-520071	Maint & Rpr-Pipelines&Hydrants	\$ 30,000.00	\$ 431.85	\$ 431.85	\$ 29,568.15	\$ -	98.56%
01-40-440-520081	Maint & Rpr-Pressure Regulatrs	\$ 8,750.00	\$ 145.68	\$ 145.68	\$ 8,604.32	\$ -	98.34%
01-40-440-540001	Backflow Program	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00	\$ -	100.00%
01-40-440-540024	Inventory Adjustments	\$ 7,452.00	\$ -	\$ -	\$ 7,452.00	\$ -	100.00%
01-40-440-540036	Line Locates	\$ 3,605.00	\$ 25.82	\$ 25.82	\$ 3,579.18	\$ -	99.28%
01-40-440-540042	Meters Maintenance & Services	\$ 80,000.00	\$ 328.80	\$ 328.80	\$ 79,671.20	\$ -	99.59%
01-40-440-540078	Reservoirs Maintenance	\$ 54,500.00	\$ -	\$ -	\$ 54,500.00	\$ -	100.00%
470	Maintenance & General Plant Materials & Supplies						
01-40-470-501111	Electricity - 560 Magnolia	\$ 35,000.00	\$ 1,417.11	\$ 1,417.11	\$ 33,582.89	\$ -	95.95%
01-40-470-501121	Electricity - 12303 Oak Glen	\$ 4,000.00	\$ 278.78	\$ 278.78	\$ 3,721.22	\$ -	93.03%
01-40-470-501131	Electricity - 13695 Oak Glen	\$ 2,000.00	\$ 104.56	\$ 104.56	\$ 1,895.44	\$ -	94.77%
01-40-470-501141	Electricity - 13697 Oak Glen	\$ 3,000.00	\$ 166.37	\$ 166.37	\$ 2,833.63	\$ -	94.45%
01-40-470-501151	Elec - 9781 Avenida Miravilla	\$ 2,000.00	\$ 104.54	\$ 104.54	\$ 1,895.46	\$ -	94.77%
01-40-470-501161	Electricity - 815 E. 12th	\$ 6,000.00	\$ 422.79	\$ 422.79	\$ 5,577.21	\$ -	92.95%
01-40-470-501171	Electricity - 851 E. 6th	\$ 4,200.00	\$ 204.32	\$ 204.32	\$ 3,995.68	\$ -	95.14%
01-40-470-501321	Propane - 12303 Oak Glen	\$ 118.00	\$ -	\$ -	\$ 118.00	\$ -	100.00%
01-40-470-501331	Propane - 13695 Oak Glen	\$ 2,000.00	\$ 286.51	\$ 286.51	\$ 1,713.49	\$ -	85.67%
01-40-470-501341	Propane - 13697 Oak Glen	\$ 2,000.00	\$ 494.86	\$ 494.86	\$ 1,505.14	\$ -	75.26%
01-40-470-501351	Propane-9781 Avenida Miravilla	\$ 1,600.00	\$ 515.45	\$ 515.45	\$ 1,084.55	\$ -	67.78%
01-40-470-501411	Sanitation - 560 Magnolia	\$ 2,987.00	\$ 211.35	\$ 211.35	\$ 2,775.65	\$ -	92.92%
01-40-470-501461	Sanitation - 815 E. 12th	\$ 4,172.00	\$ 410.59	\$ 410.59	\$ 3,761.41	\$ -	90.16%
01-40-470-501471	Sanitation - 11083 Cherry Ave	\$ 3,296.00	\$ 279.65	\$ 279.65	\$ 3,016.35	\$ -	91.52%
01-40-470-501611	Maint & Repair- 560 Magnolia	\$ 26,856.00	\$ 1,436.74	\$ 1,436.74	\$ 25,419.26	\$ -	94.65%
01-40-470-501621	Maint & Repair- 12303 Oak Glen	\$ 4,600.00	\$ -	\$ -	\$ 4,600.00	\$ -	100.00%
01-40-470-501631	Maint & Repair- 13695 Oak Glen	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ -	100.00%
01-40-470-501641	Maint & Repair- 13697 Oak Glen	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
01-40-470-501661	Maint & Repair- 815 E. 12th	\$ 7,115.00	\$ 367.99	\$ 367.99	\$ 6,747.01	\$ -	94.83%
01-40-470-501671	Maint & Repair- 851 E. 6th	\$ 3,000.00	\$ 150.00	\$ 150.00	\$ 2,850.00	\$ -	95.00%
01-40-470-501691	Maint & Rpr- Buidlgs (General)	\$ 60,000.00	\$ 244.44	\$ 244.44	\$ 59,755.56	\$ -	99.59%
01-40-470-510001	Auto/Fuel	\$ 84,000.00	\$ 4,956.32	\$ 4,956.32	\$ 79,043.68	\$ -	94.10%
01-40-470-520011	Maint & Rpr-Safety Equipment	\$ 17,510.00	\$ -	\$ -	\$ 17,510.00	\$ -	100.00%
01-40-470-520031	Maint & Rpr-General Equipment	\$ 47,380.00	\$ -	\$ -	\$ 47,380.00	\$ -	100.00%
01-40-470-520041	Maint & Rpr-Fleet	\$ 125,500.00	\$ 2,736.95	\$ 2,736.95	\$ 122,763.05	\$ -	97.82%
01-40-470-520051	Maint & Rpr-Paving	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	\$ -	100.00%
01-40-470-520091	Maint & Rpr-Communicatn Equip	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	100.00%
	Operations Materials & Supplies	\$ 2,973,509.00	\$ 133,049.92	\$ 133,049.92	\$ 2,840,459.08	\$ 75.67	95.52%
410	Source of Supply Services						
01-40-410-500501	State Project Water Purchases	\$ 3,870,300.00	\$ -	\$ -	\$ 3,870,300.00	\$ -	100.00%
01-40-410-540084	State Mandates & Tariffs	\$ 90,000.00	\$ 14,186.85	\$ 14,186.85	\$ 75,813.15	\$ -	84.24%
440	Transmission & Distribution Services						
01-40-440-550051	Advertising/Legal Notices	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
470	Maintenance & General Plant Services						
01-40-470-540030	Landscape Maintenance	\$ 82,000.00	\$ 5,185.73	\$ 5,185.73	\$ 76,814.27	\$ -	93.68%
01-40-470-540072	Rechrg Facs, Cnyns&Ponds Maint	\$ 200,000.00	\$ 1,537.72	\$ 1,537.72	\$ 198,462.28	\$ -	99.23%
	Operations Services	\$ 4,246,300.00	\$ 20,910.30	\$ 20,910.30	\$ 4,225,389.70	\$ -	99.51%
Expense Total	OPERATIONS	\$ 10,367,157.00	\$ 255,246.62	\$ 255,246.62	\$ 10,111,910.38	\$ 75.67	97.54%
50	GENERAL						
01-50-510-502001	Rents/Leases	\$ 24,900.00	\$ 2,085.75	\$ 2,085.75	\$ 22,814.25	\$ -	91.62%
01-50-510-510031	Small Tools, Parts & Maint	\$ 515.00	\$ -	\$ -	\$ 515.00	\$ -	100.00%
01-50-510-540066	Property Damages & Theft	\$ 26,827.00	\$ -	\$ -	\$ 26,827.00	\$ -	100.00%
01-50-510-550040	General Supplies	\$ 15,279.00	\$ 606.82	\$ 606.82	\$ 14,672.18	\$ -	96.03%
01-50-510-550060	Public Ed./Community Outreach	\$ 99,330.00	\$ 7,727.50	\$ 7,727.50	\$ 91,602.50	\$ -	92.22%
01-50-510-550072	Misc Operating Expenses	\$ 1,030.00	\$ -	\$ -	\$ 1,030.00	\$ -	100.00%
01-50-510-550074	Disaster Preparedness Ongoing Expenses	\$ 15,000.00	\$ 1,336.17	\$ 1,336.17	\$ 13,663.83	\$ -	91.09%
	General Materials & Supplies	\$ 182,881.00	\$ 11,756.24	\$ 11,756.24	\$ 171,124.76	\$ -	93.57%
01-50-510-550096	Beaumont Basin Watermaster	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	100.00%
01-50-510-550097	SAWPA Basin Monitoring Program	\$ 19,000.00	\$ 1,275.66	\$ 1,275.66	\$ 17,724.34	\$ -	93.29%
	General Services	\$ 69,000.00	\$ 1,275.66	\$ 1,275.66	\$ 67,724.34	\$ -	98.15%
Expense Total	GENERAL	\$ 251,881.00	\$ 13,031.90	\$ 13,031.90	\$ 238,849.10	\$ -	94.83%
Expense Total	ALL EXPENSES	\$ 18,773,017.40	\$ 673,339.13	\$ 673,339.13	\$ 18,099,678.27	\$ 299.96	96.41%



**Beaumont-Cherry Valley Water District
Cash Balance & Investment Report
As of January 31, 2021**

Account Name	Account Ending #	Cash Balance Per Account	
		Balance	Prior Month Balance
Wells Fargo			
General	4152	\$3,932,684.73	\$1,963,041.09
Total Cash		\$ 3,932,684.73	\$ 1,963,041.09

Account Name	Market Value	Prior Month Balance	Actual % of		Maturity	Par Amount	Rate	2021 Interest to Date
			Total	Policy % Limit				
Ca. State Treasurer's Office: Local Agency Investment Fund	\$27,734,307.84	\$27,690,525.28	43%	No Limit	Liquid	N/A	0.42	\$43,782.56 ⁽¹⁾
CalTRUST Short Term Fund	\$36,846,857.46	\$36,871,342.74	57%	No Limit	Liquid	N/A	0.37	\$12,021.00 ⁽²⁾
Total Investments	\$64,581,165.30	\$64,561,868.02						\$55,803.56
Total Cash & Investments	\$ 68,513,850.03	\$ 66,524,909.11						

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

[Signature] 2/22/2021

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

[Signature] 2/22/2021

⁽¹⁾ 4th Quarter 2020 Interest received in 2021

⁽²⁾ As of 01/31, the District has invested a total of \$34,645,361.14 with CalTRUST. The Market Value decrease is due to the share price dropping from \$10.10 per share to \$10.09. As of 2/01/2021, the price per share increased back to \$10.10 and the District Market Value is \$36,883,375.66.

Accounts Payable

Checks by Date - Detail by Check Date

User: wclayton
Printed: 2/24/2021 8:55 PM

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

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11181	10223 229227 229691	Richards, Watson & Gershon Legal Services Oct Board Approval 12/14/2020 Legal Services Nov Board Approval 01/13/2021	01/28/2021		3,042.50 1,917.50
Total for Check Number 11181:				0.00	4,960.00
11182	10665 12586	Lautzenhisner's Stationary Permanent Record (archival) Paper	01/28/2021		327.64
Total for Check Number 11182:				0.00	327.64
11183	UB*04158	JB Paving & Eng. Refund Check	01/28/2021		1,934.91
Total for Check Number 11183:				0.00	1,934.91
Total for 1/28/2021:				0.00	7,222.55
ACH	10138 HW201 Jan 2021	ARCO Business Solutions ARCO Fuel Charges 01/19 - 01/25/2021	02/01/2021		1,244.07
Total for this ACH Check for Vendor 10138:				0.00	1,244.07
ACH	10132 3729013 3730314	South Coast AQMD ICE (50-500 HP EM Elec Gen - Nat Gas - Fac ID 26688 - Well 21 Flat Fee For Last Fiscal Year Emissions- Fac ID 26688 - Well 21	02/01/2021		421.02 143.22
Total for this ACH Check for Vendor 10132:				0.00	564.24
Total for 2/1/2021:				0.00	1,808.31
11184	UB*04163	Cynthia Ditty Refund Check Refund Check	02/03/2021		57.87 8.75
Total for Check Number 11184:				0.00	66.62
11185	UB*04160	Lisa Lara Refund Check Refund Check	02/03/2021		84.33 5.25
Total for Check Number 11185:				0.00	89.58
11186	UB*04159	Becky Mefford Refund Check Refund Check	02/03/2021		3.50 3.62
Total for Check Number 11186:				0.00	7.12

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11187	UB*04162	Steve & Lori Snow Refund Check Refund Check	02/03/2021		165.45 3.50
Total for Check Number 11187:				0.00	168.95
11188	UB*04161	Stacy Williams Refund Check	02/03/2021		5.74
Total for Check Number 11188:				0.00	5.74
11189	10216 57034181 57034181 57074018 57074018	Accountemps Robert Half Finance & Accounting Accounting Tech Temp 01/18 - 01/22/2021 L Ochoa Labor Cost 01/18 - 01/22/2021 Accounting Tech Temp 01/24 - 01/29/2021 L Ochoa Labor Cost 01/24 - 01/29/2021	02/03/2021		811.42 390.68 1,144.00 458.80
Total for Check Number 11189:				0.00	2,804.90
11190	10003 43893	All Purpose Rental Replacement Shovel - Unit 11	02/03/2021		25.27
Total for Check Number 11190:				0.00	25.27
11191	10144 LYUM1513238 LYUM1516111	AlSCO Inc. Cleaning of Mats/Shop Towels 12th/Palm Jan 2021 Cleaning of Mats/Shop Towels 12th/Palm Jan 2021	02/03/2021		35.60 35.60
Total for Check Number 11191:				0.00	71.20
11192	10420 1LYW-JT6M-VMHY	Amazon Capital Services, Inc. Hand Sanitizer Dispenser - 815 E 12th	02/03/2021		142.18
Total for Check Number 11192:				0.00	142.18
11193	10901 010-53469-Feb 010-53469-Feb	Ameritas Life Insurance Corp. Ameritas Dental Feb 2021 Ameritas Visions Feb 2021	02/03/2021		1,848.96 425.56
Total for Check Number 11193:				0.00	2,274.52
11194	10220 390039	Calolympic Safety Respirators/Multi Gas Vapor Cartridges - Production	02/03/2021		226.78
Total for Check Number 11194:				0.00	226.78
11195	10774 921426 921429 921437-921438	Jesus Camacho (19) Truck Washes Dec 2020 (2) Truck Washes Dec 2020 (22) Truck Washes Feb 2020	02/03/2021		190.00 20.00 235.00
Total for Check Number 11195:				0.00	445.00
11196	10822 26049011 26049012	Canon Financial Services, Inc. Contract and Usage Charges - Jan 2021 - Main Office Contract and Usage Charges - Jan 2021 - Main Office	02/03/2021		335.04 241.97
Total for Check Number 11196:				0.00	577.01

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11197	10614	Cherry Valley Automotive	02/03/2021		
	31848	Labor - Oil Filter/Motor Oil - Unit 38/OD 16,558			20.00
	31848	Oil Filter/Motor Oil - Unit 38/OD 16,558			35.07
	32059	Replaced Starter Assembly - Unit 12/ OD 63,752			264.57
	32059	Labor - Replaced Starter Assembly - Unit 12/ OD 63,752			170.00
Total for Check Number 11197:				0.00	489.64
11198	10112	Cla-Val	02/03/2021		
	812373	Repair on Pressure Regulator - Cherry Valley			10,904.70
Total for Check Number 11198:				0.00	10,904.70
11199	10902	Colonial Life	02/03/2021		
	5374368-0113590	Col Life Premiums Jan 2021			3,682.26
Total for Check Number 11199:				0.00	3,682.26
11200	10942	Diamond Environmental Services LP	02/03/2021		
	3031159	Rental and Service Portable Toilet - 01/18 - 02/14/2021			89.15
	3031160	Rental and Service Portable Toilets - 1/18 - 02/14/2021			229.55
Total for Check Number 11200:				0.00	318.70
11201	10398	Infosend, Inc.	02/03/2021		
	184998	Jan 2021 Printing Supply Charges for Utility Billing			737.96
	184998	Jan 2021 Printing Supply Charges for Utility Billing			550.97
	184999	Jan 2021 Postage Supply Charges for Utility Billing			3,513.28
Total for Check Number 11201:				0.00	4,802.21
11202	10809	Inner-City Auto Repair & Tires	02/03/2021		
	1660	Replaced (6) Tires/ Mount/Balance, Unit 5/ OD 76,725			1,456.15
	1661	Labor - Oil Filter/Fuel Filter/Oil Unit 5/ OD 76,725			182.00
	1661	Oil Filter/Fuel Filter/Oil Unit 5/ OD 76,725			186.33
Total for Check Number 11202:				0.00	1,824.48
11203	10527	OfficeTeam, A Robert Half Company	02/03/2021		
	56989023	Customer Service Temp 01/11 - 01/15/2021			420.39
	57026053	Administrative Assistant Temp 01/18 - 01/22/2021			1,386.03
	57082309	Customer Service Temp 01/25 - 01/29/2021			558.50
Total for Check Number 11203:				0.00	2,364.92
11204	10797	Raftelis Financial Consultants, Inc.	02/03/2021		
	17886	Professional Services Study Fee 11/01/ 2020 - 12/31/2020			3,120.00
Total for Check Number 11204:				0.00	3,120.00
11205	10282	Rancho Paseo Medical Group	02/03/2021		
	12012020	Pre-Employment Physical/Drug Screen - Field Staff			170.00
Total for Check Number 11205:				0.00	170.00
11206	10095	Riverside County Dept. of Waste Resources	02/03/2021		
	202012000339	Weeds/Trash Removal NCR I Dec 2020			25.46
Total for Check Number 11206:				0.00	25.46

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11207	10689 192628	Safety Compliance Company Field Safety Meeting - PPE 1/6/2021	02/03/2021		250.00
Total for Check Number 11207:				0.00	250.00
11208	10431 30571	Southern California West Coast Electric Emergency Repair - Short Circuited Termination Box Well Motor	02/03/2021		12,130.00
Total for Check Number 11208:				0.00	12,130.00
11209	10031 3467678282 3467678283 3468407054	Staples Business Advantage Office Supplies Office Supplies Office Supplies	02/03/2021		55.76 53.64 176.25
Total for Check Number 11209:				0.00	285.65
11210	10298 C52990	State of California Department of Consumer Affairs Civil Engineer License Renewal - D Jagers	02/03/2021		115.00
Total for Check Number 11210:				0.00	115.00
11211	10778 6201	Urban Habitat Landscape Contracted Services - Jan 2021	02/03/2021		5,140.50
Total for Check Number 11211:				0.00	5,140.50
11212	10934 1013119	USAFact, Inc. Customer Service Application 12/30 - 01/30/2021	02/03/2021		18.89
Total for Check Number 11212:				0.00	18.89
11213	10385 5518729 5518731	Waterline Technologies, Inc. - PSOC (10) Hypochlorite Solutions - Well 25 (10) Hypochlorite Solutions - Well 29	02/03/2021		1,197.00 1,197.00
Total for Check Number 11213:				0.00	2,394.00
Total for 2/3/2021:				0.00	54,941.28
ACH	10085 1624210/4269 1624210/4269 1624210/4269 1624210/4269 1624210/4269 1624210/4269 1624210/4269	CalPERS Retirement System PR Batch 00001.02.2021 CalPERS 7.5% EE PEPRA PR Batch 00001.02.2021 CalPERS ER PEPRA PR Batch 00001.02.2021 CalPERS ER Paid Classic PR Batch 00001.02.2021 CalPERS 8% ER Paid PR Batch 00001.02.2021 CalPERS 8% EE Paid PR Batch 00001.02.2021 CalPERS 1% ER Paid PR Batch 00001.02.2021 CalPERS 7% EE Deduction	02/04/2021		2,955.57 3,246.78 9,148.49 785.40 2,302.95 184.13 1,288.95
Total for this ACH Check for Vendor 10085:				0.00	19,912.27
ACH	10087 2-117-412-000 2-117-412-000 2-117-412-000	EDD PR Batch 00001.02.2021 State Income Tax PR Batch 00001.02.2021 CA SDI PR Batch 00001.02.2021 SDI correction	02/04/2021		4,175.69 1,255.79 8.82
Total for this ACH Check for Vendor 10087:				0.00	5,440.30

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
ACH	10094	U.S. Treasury	02/04/2021		
	82344412	PR Batch 00001.02.2021 Medicare Employee Portion Corr			10.66
	82344412	PR Batch 00001.02.2021 FICA Employee Portion			6,593.68
	82344412	PR Batch 00001.02.2021 FICA Employer Portion			6,593.68
	82344412	PR Batch 00001.02.2021 Federal Income Tax			10,584.80
	82344412	PR Batch 00001.02.2021 Medicare Employer Portion			1,542.06
	82344412	PR Batch 00001.02.2021 Medicare Employee Portion			1,542.06
	82344412	PR Batch 00001.02.2021 FICA Employee Portion correction			45.59
Total for this ACH Check for Vendor 10094:				0.00	26,912.53
ACH	10141	Ca State Disbursement Unit	02/04/2021		
	34749072	PR Batch 00001.02.2021 Garnishment			360.05
	34749072	PR Batch 00001.02.2021 Garnishment			288.46
Total for this ACH Check for Vendor 10141:				0.00	648.51
ACH	10203	Voya Financial	02/04/2021		
	VB1450-0001 Jan	PR Batch 00001.02.2021 Deferred Comp			350.00
Total for this ACH Check for Vendor 10203:				0.00	350.00
ACH	10264	CalPERS Supplemental Income Plans	02/04/2021		
	16321012	PR Batch 00001.02.2021 ROTH			177.19
	16321012	PR Batch 00001.02.2021 ROTH % Deduction			55.34
	16321012	PR Batch 00001.02.2021 CalPERS 457			450.00
	16321012	PR Batch 00001.02.2021 CalPERS 457 %			64.86
Total for this ACH Check for Vendor 10264:				0.00	747.39
ACH	10895	Basic Pacific	02/04/2021		
	22391209	PR Batch 00001.02.2021 Flexible Spending Account (PT)			197.91
Total for this ACH Check for Vendor 10895:				0.00	197.91
Total for 2/4/2021:				0.00	54,208.91
ACH	10138	ARCO Business Solutions	02/08/2021		
	HW201 Jan	ARCO Fuel Charges 01/26 - 02/01/2021			2,036.04
Total for this ACH Check for Vendor 10138:				0.00	2,036.04
ACH	10087	EDD	02/08/2021		
	1-905-149-088	PR Batch 00002.02.2021 State Income Tax			3.31
	1-905-149-088	PR Batch 00002.02.2021 CA SDI			11.40
Total for this ACH Check for Vendor 10087:				0.00	14.71
ACH	10094	U.S. Treasury	02/08/2021		
	53659563	PR Batch 00002.02.2021 Medicare Employer Portion			13.80
	53659563	PR Batch 00002.02.2021 Medicare Employee Portion			13.80
	53659563	PR Batch 00002.02.2021 FICA Employee Portion			58.99
	53659563	PR Batch 00002.02.2021 FICA Employer Portion			58.99
Total for this ACH Check for Vendor 10094:				0.00	145.58
ACH	10087	EDD	02/08/2021		
	0935117984	PR Batch 00003.02.2021 CA SDI			11.14
	0935117984	PR Batch 00003.02.2021 State Income Tax			12.86
Total for this ACH Check for Vendor 10087:				0.00	24.00

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
ACH	10094	U.S. Treasury	02/08/2021		
	3486031	PR Batch 00003.02.2021 Medicare Employee Portion			13.46
	3486031	PR Batch 00003.02.2021 FICA Employee Portion			57.54
	3486031	PR Batch 00003.02.2021 Medicare Employer Portion			13.46
	3486031	PR Batch 00003.02.2021 FICA Employer Portion			57.54
	3486031	PR Batch 00003.02.2021 Federal Income Tax			45.88
Total for this ACH Check for Vendor 10094:				0.00	187.88
Total for 2/8/2021:				0.00	2,408.21
ACH	10288	CalPERS Health Fiscal Services Division	02/09/2021		
	16305408-Feb	Retired Employees Health Ins Feb 2021			2,370.00
	16305408-Feb	Active Employees Health Ins Feb 2021			49,491.44
	16305408-Feb	Admin Fee for Health Ins Feb 2021			118.78
	16305408-Feb	Admin Fee for Retired Emp Health Ins Feb 2021			13.12
Total for this ACH Check for Vendor 10288:				0.00	51,993.34
Total for 2/9/2021:				0.00	51,993.34
11214	10929	IC Systems	02/10/2021		
	939	60lb Buckets of Accu-Tab Chlorine Tablets for District chlorinat			14,136.00
Total for Check Number 11214:				0.00	14,136.00
Total for 2/10/2021:				0.00	14,136.00
ACH	10138	ARCO Business Solutions	02/12/2021		
	HW201 Feb 2021	ARCO Fuel Charges 02/02 - 02/08/2021			1,048.14
Total for this ACH Check for Vendor 10138:				0.00	1,048.14
ACH	10781	Umpqua Bank	02/12/2021		
	10016	City of Beaumont			
		Monthly Sewer Charges 11/01 - 01/01/2021			152.16
	10019	C R & R Incorporated			
		Monthly Charges 3 YD Commercial Bin Jan 2021			279.65
	10037	Waste Management Of Inland Empire			
		Recycling Dumpster Charges - 815 E 12th Jan 2021			95.45
		Yard Dumpsters 815 E 12th Jan 2021			315.14
		Monthly Sanitation 560 Magnolia Jan 2021			95.45
		Recycling Dumpster Charges 560 Magnolia Jan 2021			115.90
	10083	California Chamber of Commerce			
		2021 California/Federal Labor Law Posters			54.34
		2021 CalChamber Membership			469.00
	10116	Verizon Wireless Services LLC			
		Cell Phone Charges for Jan 2021			108.28
		iPad Charges for Jan 2021			436.00
	10135	Big Time Design			
		(8) Industrial Work Shirts/(8) Dickie Pants			431.00
	10173	California Society of Municipal Finance Officers			
		CSMFO 2021 Budget Award Application			150.00
	10224	Legal Shield			
		Monthly Prepaid Legal for Employees Jan 2021			142.50
	10284	Underground Service Alert of Southern California			
		Monthly Maintenance Fee Dec 2020			10.00
		128 New Ticket Charges Dec 2020			211.20
		Monthly Maintenance Fee Credit from Nov 2020			-13.20

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
	10318	Dell Marketing LP (14) Monitors/(7) Hardware Drives/(3) Laptops/(3) Mouse			7,708.14
	10397	Wal-Mart Safety Boot - Field Staff			150.79
	10420	Amazon Capital Services, Inc. 2021 Calendar Year Day Planner			24.94
	10495	Best Buy (3) Keyboards/ (3) Mouse - Temp Staff			161.59
		Universal Lens - Field Camera			8.61
		Memory Card/Cartridges/Charger - Main Office/Unit 3			61.38
	10526	Verizon Monthly Phone Service 01/01 - 01/31/2021			1,028.26
	10532	Go Daddy.com Annual 2021 Renewal Website			107.88
	10546	Frontier Communications 01/10 - 02/09/2021 Jan FIOS/FAX 12th/Palm			325.86
		01/25 - 02/24/2021 Feb FIOS/FAX 560 Magnolia Ave			335.66
		01/25 - 02/24/2021 Feb FIOS/FAX 841 E 6th St			100.00
	10596	Tractor Supply Co Weed Abatement - Canyon			215.48
	10623	WP Engine Web Host for BCVWD Website Jan 2021			115.00
	10627	ISACA CDPSE Membership			695.00
	10692	MMSoft Design Network Monitoring Software Feb 2021			202.45
	10698	D & S Towing Towing - Starter Inop - Unit 12/ OD 63,752			200.00
	10761	BLS*Spamtitan Email Filtering - Districtwide Jan 2021			47.00
		Monthly Web Filter License Jan 2021			73.32
	10784	Autodesk, Inc. Auto CAD Software - 851 E 6th St Jan 2021			710.00
	10790	Microsoft Monthly Microsoft Office License - Jan 2021			560.00
		Monthly Microsoft Exchange - Jan 2021			264.00
	10793	WateReuse Association 36th Annual Member Registration J Bean			145.00
	10892	Zoom Video Communications, Inc. (10) Video Conferences Month Year			205.90
	10955	City of Calimesa Encroachment Permit EP21-02			123.00
	10956	Matthew Bender & Co Inc. HR Dept. Office Supplies - 2021 PERL			85.21
	10957	Hampton Inn RiskMgt/Storm Floodings - Dahlstrom 01/28/2021			114.50
	10958	Holiday Inn RiskMgt/Storm Flooding - Morales 01/28/2021			148.49
Total for this ACH Check for Vendor 10781:				0.00	16,970.33
Total for 2/12/2021:				0.00	18,018.47

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
ACH	10030	Southern California Edison	02/16/2021		
	01272021	Electricity 12/23 - 01/25/2021 - 560 Magnolia			1,417.11
	01272021	Electricity 12/23 - 01/25/2021 - Wells			97,000.88
	01272021	Electricity 12/23 - 01/25/2021 - 9781 Avenida Miravilla			104.54
	01272021	Electricity 12/19 - 01/21/2021 - 815 E 12th			422.79
	01272021	Electricity 12/23 - 01/25/2021 - 13697 Oak Glen			166.37
	01272021	Electricity 08/24 - 12/23/2020 - Wells (Prior Month)			124,775.38
	01272021	Electricity 12/23 - 01/25/2021 - 13695 Oak Glen			104.56
	01272021	Electricity 12/16 - 01/15/2021 - 851 E 6th			126.63
	01272021	Electricity 12/23 - 01/25/2021 - 12303 Oak Glen			278.78
Total for this ACH Check for Vendor 10030:				0.00	224,397.04
ACH	10042	Southern California Gas Company	02/16/2021		
	07132135000 Jan	Monthly Gas Charges 12/28 - 01/27/2021			14.79
Total for this ACH Check for Vendor 10042:				0.00	14.79
ACH	10052	Home Depot Credit Services	02/16/2021		
	027627	4' LED Lumens/4 x 4 LED Shop - District Buildings			226.18
	027627	Disinfectant Spray - 815 E 12th			11.79
Total for this ACH Check for Vendor 10052:				0.00	237.97
ACH	10147	Online Information Services, Inc.	02/16/2021		
	1039660	(23) Credit Reports for Jan 2021			92.10
Total for this ACH Check for Vendor 10147:				0.00	92.10
ACH	10350	NAPA Auto Parts	02/16/2021		
	01312021	Windshield Wipers/Carburetor Cleaner-Unit 32/OD 48,662			34.45
	01312021	Windshield Wipers - Unit 33/OD 43,430			29.07
	01312021	Passenger Turn Signal Bulbs - Unit 11/OD 165,703			3.76
Total for this ACH Check for Vendor 10350:				0.00	67.28
ACH	10743	Townsend Public Affairs, Inc.	02/16/2021		
	16806	Consulting Services - Feb 2021			4,000.00
Total for this ACH Check for Vendor 10743:				0.00	4,000.00
Total for 2/16/2021:				0.00	228,809.18
11215	UB*04172	Access Asset Management Refund Check	02/17/2021		192.65
Total for Check Number 11215:				0.00	192.65
11216	UB*04180	Access Asset Management Refund Check	02/17/2021		192.98
Total for Check Number 11216:				0.00	192.98
11217	UB*04189	Claudia Aguilar Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		12.94 5.96 4.08 8.51 29.12 20.37 7.00
Total for Check Number 11217:				0.00	87.98

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11218	UB*04183	Allied Pacific Property Management Refund Check	02/17/2021		723.03
Total for Check Number 11218:				0.00	723.03
11219	UB*04187	Randall Balt Refund Check Refund Check	02/17/2021		6.60 3.25
Total for Check Number 11219:				0.00	9.85
11220	UB*04192	Oran Bearden Refund Check Refund Check	02/17/2021		65.29 1.75
Total for Check Number 11220:				0.00	67.04
11221	UB*04194	Ryan Bonds Refund Check	02/17/2021		5.25
Total for Check Number 11221:				0.00	5.25
11222	UB*04170	Dennis Chua Refund Check	02/17/2021		1.75
Total for Check Number 11222:				0.00	1.75
11223	UB*04185	Jessica Churby Refund Check	02/17/2021		1.75
Total for Check Number 11223:				0.00	1.75
11224	UB*04167	Deanna Dickey Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		69.76 22.91 15.27 7.02 10.18
Total for Check Number 11224:				0.00	125.14
11225	UB*04163	Cynthia Ditty Refund Check	02/17/2021		83.38
Total for Check Number 11225:				0.00	83.38
11226	UB*04203	El Mar Drive LLC Refund Check Refund Check	02/17/2021		69.58 1.75
Total for Check Number 11226:				0.00	71.33
11227	UB*04204	El Mar Drive LLC Refund Check Refund Check	02/17/2021		5.25 69.58
Total for Check Number 11227:				0.00	74.83

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11228	UB*04199	Shanna Estrada Refund Check	02/17/2021		1.75
Total for Check Number 11228:				0.00	1.75
11229	UB*04188	Conrado Evangelista Refund Check	02/17/2021		7.00
Total for Check Number 11229:				0.00	7.00
11230	UB*04174	James Evans Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		46.11 8.50 1.75 19.11 17.52 1.75
Total for Check Number 11230:				0.00	94.74
11231	UB*04198	Expert Real Estate & Investment Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		51.93 23.08 42.00 12.81 24.38 17.68
Total for Check Number 11231:				0.00	171.88
11232	UB*04168	Dionne Facey Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		14.60 3.18 8.73 64.16 30.11 3.13 32.85 3.78 6.27
Total for Check Number 11232:				0.00	166.81
11233	UB*04178	Hector Figueroa Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		20.62 8.75 10.00 141.08 22.49
Total for Check Number 11233:				0.00	202.94
11234	UB*04201	Cynthia Freeman-Clay Refund Check	02/17/2021		1.75
Total for Check Number 11234:				0.00	1.75

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11235	UB*04175	Veronica Goedhart Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		5.61 12.63 11.58 3.50 99.00
Total for Check Number 11235:				0.00	132.32
11236	UB*04171	Joseph Grimes Refund Check Refund Check	02/17/2021		16.82 7.00
Total for Check Number 11236:				0.00	23.82
11237	UB*04173	Herman Weissker Inc. Refund Check Refund Check Refund Check Refund Check	02/17/2021		5.04 2,046.07 2.24 8.19
Total for Check Number 11237:				0.00	2,061.54
11238	UB*04200	Allen Hodges Refund Check	02/17/2021		55.18
Total for Check Number 11238:				0.00	55.18
11239	UB*04186	John Holecek Refund Check	02/17/2021		1.75
Total for Check Number 11239:				0.00	1.75
11240	UB*04196	Dennis Howell Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		11.14 3.50 25.07 22.98 63.62
Total for Check Number 11240:				0.00	126.31
11241	UB*04191	Ronald Lana Refund Check	02/17/2021		93.67
Total for Check Number 11241:				0.00	93.67
11242	UB*04181	Lawrence Lara Jr Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		18.82 42.35 24.55 40.25 18.82
Total for Check Number 11242:				0.00	144.79
11243	UB*04177	Susan Mcarron Refund Check	02/17/2021		1.75
Total for Check Number 11243:				0.00	1.75

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11244	UB*04164	Patrick J McGrath Refund Check Refund Check Refund Check	02/17/2021		1.75 241.25 7.00
Total for Check Number 11244:				0.00	250.00
11245	UB*04202	Elizabeth Miranda Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		37.76 7.33 10.12 33.48 16.44 36.97 7.00
Total for Check Number 11245:				0.00	149.10
11246	UB*04176	Michelle Miranda Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		14.91 8.13 2.29 31.89 18.30 1.75
Total for Check Number 11246:				0.00	77.27
11247	UB*04190	Amisi & Ashleigh Mosheir Refund Check	02/17/2021		79.44
Total for Check Number 11247:				0.00	79.44
11248	UB*04166	Matthew Mueller Refund Check	02/17/2021		137.91
Total for Check Number 11248:				0.00	137.91
11249	UB*04197	Pardee Homes Refund Check Refund Check Refund Check Refund Check	02/17/2021		59.90 29.04 927.72 65.34
Total for Check Number 11249:				0.00	1,082.00
11250	UB*04193	Taylor Pettit Refund Check	02/17/2021		16.47
Total for Check Number 11250:				0.00	16.47
11251	UB*03783 08092020	XiaoJuan Qu Refund Check	02/17/2021		95.90
Total for Check Number 11251:				0.00	95.90
11252	UB*04179	Michele Seymour Refund Check Refund Check	02/17/2021		2.31 4.62
Total for Check Number 11252:				0.00	6.93

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11253	UB*04195	Brian Smith Refund Check	02/17/2021		5.25
Total for Check Number 11253:				0.00	5.25
11254	UB*04169	Warren R Weldon Refund Check Refund Check	02/17/2021		19.76 5.02
Total for Check Number 11254:				0.00	24.78
11255	UB*04165	Anthony White Refund Check Refund Check	02/17/2021		15.07 8.75
Total for Check Number 11255:				0.00	23.82
11256	UB*04184	Andrew Witt Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/17/2021		18.67 16.83 25.82 16.67 5.25 37.88 12.08
Total for Check Number 11256:				0.00	133.20
11257	UB*04182	Haohe Yan Refund Check	02/17/2021		52.84
Total for Check Number 11257:				0.00	52.84
11258	10000 231341 231344 231345	A C Propane Co Propane Refill Jan 2021 - 9781 Avenida Miravilla Propane Refill Jan 2021 - 13697 Oak Glen Rd Propane Refill Jan 2021 - 13695 Oak Glen Rd	02/17/2021		515.45 494.86 286.51
Total for Check Number 11258:				0.00	1,296.82
11259	10792 03012021	A-1 Financial Services March 2021 Rent - 851 E. 6th Street - Eng. Office	02/17/2021		2,085.75
Total for Check Number 11259:				0.00	2,085.75
11260	10216 57114275 57114275 57151149 57151149	Accountemps Robert Half Finance & Accounting Accounting Tech Temp 02/01 - 02/05/2021 L Ochoa Labor Cost 02/01 - 02/05/2021 L Ochoa Labor Cost 02/08 - 02/12/2021 Accounting Tech Temp 02/08 - 02/12/2021	02/17/2021		1,056.85 240.42 180.32 1,207.11
Total for Check Number 11260:				0.00	2,684.70
11261	10001 1312020 1312020 1312020 1312020	Action True Value Hardware Antiseptic Cleaner/Work Gloves (2) Rakes - Cleanup Leaves Grease Gun/Paint Brushes PVC Pipes - CAT House Stock	02/17/2021		18.17 45.23 30.58 114.00
Total for Check Number 11261:				0.00	207.98

Check No	Vendor No	Vendor Name		Reference	Checks	Amount
11262	10144	AlSCO Inc.		02/17/2021		
	LYUM1519148	Cleaning Mats/Shop Towels 12th/Palm Feb 2020				35.60
Total for Check Number 11262:					0.00	35.60
11263	10272	Babcock Laboratories Inc.		02/17/2021		
	01312021	(37) Coliform Water Samples				1,470.00
	01312021	(4) Nitrate Samples				64.00
	01312021	(4) Uranium/Radium 226-228/Radioactivity - Well 18				594.00
	01312021	(8) Uranium/Radium 226-228/Radioactivity-Well 21/Well 25				1,188.00
	CA11964	(4) Samples-Uranium/Radium 226/228/Radioactivity-Well 13				594.00
Total for Check Number 11263:					0.00	3,910.00
11264	10271	Beaumont Ace Home Center		02/17/2021		
	1312021	(4) Cement Tuff Totes/ 14 Gallon Storage Box-Cherry Yard				121.69
	1312021	Pressure Valve - Residential				323.24
	1312021	1" PVC Couplings - Well 6				2.54
	1312021	Conduit/Elbows/Connectors/PVC Pipe-Edgar Canyon				136.75
	1312021	Rain suit - Field Staff				59.25
	1312021	3/8" Valve - Edgar Canyon Pipe Line				8.93
	1312021	141' Chain - Gate/Phase 1-Recharge Facility				3.54
	1312021	PVC Adapter - Meter Install - 10861 Bel Air				5.56
	1312021	Elbows/Couplings/Brackets/Straps/Bushings-Well 6				39.74
	1312021	8-Pk D Alkaline Batteries/Flashlight - Unit 36				48.47
	1312021	Smooth Rod				25.82
	1312021	Bristle Brushes - Hydrants				8.90
	1312021	Flex Braid				20.78
	1312021	Rain suit - Field Staff				59.25
	1312021	Bacterial Wipes/Glove/Paint/Bristle Brushes - Hydrants				422.95
	1312021	GFI Wall Plate/Sensor - Well 12				29.83
	1312021	(4) Fluorescent Tube Lights - District Office				155.11
	1312021	Tool Carrier - Unit 33				73.26
	1312021	30" Stretch Cords - Dump Loads				2.46
	1312021	(2) Screws - Handrail - 560 Magnolia				3.43
	1312021	Rain suit - Field Staff				59.25
	1312021	AAA Batteries for Flash Light - Unit 32				6.24
	1312021	Rain suit - Field Staff				59.25
	1312021	(2) Pk Gallon Liquid Chlorine				27.45
Total for Check Number 11264:					0.00	1,703.69
11265	10960	CalGovHR		02/17/2021		
	04251	CalGovHR Annual Membership Fee - S Foley				60.00
Total for Check Number 11265:					0.00	60.00
11266	10959	CalPELRA		02/17/2021		
	02102021	CalPELRA Membership Fee 20/21 - S Foley				370.00
Total for Check Number 11266:					0.00	370.00
11267	10772	CV Strategies		02/17/2021		
	5998	Strategic Communications Jan 2021				7,727.50
Total for Check Number 11267:					0.00	7,727.50
11268	10600	Gaucho Gophers & Landscape Management		02/17/2021		
	01312021	NCR I Rodent Control Jan 2021				1,000.00
Total for Check Number 11268:					0.00	1,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11269	10465	Image Source	02/17/2021		
	25AR1234365	Xerox 3610 Contract Charges 02/01 - 02/28/2021			79.18
	25AR1234365	Xerox 3610 Usage Charges 01/01 - 01/31/2021			3.95
Total for Check Number 11269:				0.00	83.13
11270	10809	Inner-City Auto Repair & Tires	02/17/2021		
	1685	Oil Change and Filter - Unit 33/OD 43,582			68.39
	1685	Labor - Oil Change and Filter - Unit 33/OD 43,582			20.00
	1688	Oil Change/Oil Filter/Air Filter - Unit 41/OD 15,078			122.25
	1688	Labor - Oil Change/Oil Filter/Air Filter - Unit 41/OD 15,078			20.00
	1701	Oil/Radiator/Battery/Caliper/Brake Pads - Unit 10/OD 128,576			948.49
	1701	Labor - Replace Brakes/Battery/Radiator - Unit 10/OD 128,576			373.00
Total for Check Number 11270:				0.00	1,552.13
11271	10894	Liberty Dental Plan	02/17/2021		
	0001468962	Liberty Dental - Mar 2021			305.17
Total for Check Number 11271:				0.00	305.17
11272	10527	OfficeTeam, A Robert Half Company	02/17/2021		
	57091764	Administrative Assistant Temp 01/25 - 01/29/2021			1,363.95
	57121006	Customer Service Temp 02/01 - 02/05/2021			1,000.38
	57125013	Administrative Assistant Temp 02/01 - 02/05/2021			1,732.00
Total for Check Number 11272:				0.00	4,096.33
11273	10223	Richards, Watson & Gershon	02/17/2021		
	230084	Legal Services Dec Board Approval 02/10/2021			4,285.00
Total for Check Number 11273:				0.00	4,285.00
11274	10689	Safety Compliance Company	02/17/2021		
	193083	Safety Meeting Emergency/Fire Prevention 01/19/2021			250.00
Total for Check Number 11274:				0.00	250.00
11275	10926	SSD Alarm	02/17/2021		
	R-00262351	Alarm Equip/Rent/Service/Monitor - 851 E. 6th			77.69
	R-00262351	Alarm Equip/Rent/Service/Monitor - 11083 Cherry			59.50
	R-00262351	Alarm Equip/Rent/Service/Monitor - 815 12th St			125.00
	R-00262351	Alarm Equip/Rent/Service/Monitor - 560 Magnolia			362.13
Total for Check Number 11275:				0.00	624.32
11276	10903	The Lincoln National Life Insurance Company	02/17/2021		
	02012021	Life & ADD EE/ER Insurance Feb 2021			567.61
Total for Check Number 11276:				0.00	567.61
11277	10063	The Record Gazette	02/17/2021		
	01129531	Public Hearing Notice for Board Per Diem Increase			362.00
Total for Check Number 11277:				0.00	362.00
11278	10255	Unlimited Services Building Maintenance	02/17/2021		
	0429849	Feb 2021 Janitorial Services for 851 E 6th St			150.00
	0429850	Feb 2021 Janitorial Services for 560 Magnolia			845.00
	0430031	Feb 2021 Janitorial Services for 815 E 12th St			160.00
Total for Check Number 11278:				0.00	1,155.00

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
11279	10633 W10710	West Coast Telecom Products Leak Locator Cables	02/17/2021		187.78
Total for Check Number 11279:				0.00	187.78
Total for 2/17/2021:				0.00	41,610.38
ACH	10085	CalPERS Retirement System	02/18/2021		
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS Payment Adj (PT)			1,223.61
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS 7% EE Deduction			1,317.81
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS 1% ER Paid			188.25
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS 7.5% EE PEPRA			3,277.01
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS 8% EE Paid			2,441.22
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS ER PEPRA			3,599.88
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS 8% ER Paid			785.40
	3169502332-Feb	PR Batch 00005.02.2021 CalPERS ER Paid Classic			9,491.98
	3169502332-Feb	PR Batch 00005.02.2021 One-Time CalPERS adjustment			192.07
Total for this ACH Check for Vendor 10085:				0.00	22,517.23
ACH	10087	EDD	02/18/2021		
	1-565-349-024	PR Batch 00005.02.2021 State Income Tax			4,381.63
	1-565-349-024	PR Batch 00005.02.2021 CA SDI			1,319.51
	1-565-349-024	PR Batch 00005.02.2021 SDI Adj			0.71
Total for this ACH Check for Vendor 10087:				0.00	5,701.85
ACH	10094	U.S. Treasury	02/18/2021		
	42233329	PR Batch 00005.02.2021 FICA Employer Portion			6,853.01
	42233329	PR Batch 00005.02.2021 FICA Employee Portion			6,853.01
	42233329	PR Batch 00005.02.2021 Medicare Employer Portion			1,602.73
	42233329	PR Batch 00005.02.2021 Medicare Employee Portion			1,602.73
	42233329	PR Batch 00005.02.2021 Federal Income Tax			10,938.83
Total for this ACH Check for Vendor 10094:				0.00	27,850.31
ACH	10141	Ca State Disbursement Unit	02/18/2021		
	34882153	PR Batch 00005.02.2021 Garnishment			288.46
	34882153	PR Batch 00005.02.2021 Garnishment			360.05
Total for this ACH Check for Vendor 10141:				0.00	648.51
ACH	10203	Voya Financial	02/18/2021		
	VB1450-Feb	PR Batch 00005.02.2021 Deferred Comp			350.00
Total for this ACH Check for Vendor 10203:				0.00	350.00
ACH	10264	CalPERS Supplemental Income Plans	02/18/2021		
	1001786457	PR Batch 00005.02.2021 CalPERS 457 %			64.53
	1001786457	PR Batch 00005.02.2021 ROTH % Deduction			54.92
	1001786457	PR Batch 00005.02.2021 CalPERS 457 100%			144.50
	1001786457	PR Batch 00005.02.2021 457 Loan Repayment			177.19
	1001786457	PR Batch 00005.02.2021 CalPERS 457			450.00
Total for this ACH Check for Vendor 10264:				0.00	891.14
ACH	10895	Basic Pacific	02/18/2021		
	22582405	PR Batch 00005.02.2021 Flexible Spending Account (PT)			197.91
Total for this ACH Check for Vendor 10895:				0.00	197.91

Check No	Vendor No Invoice No	Vendor Name Description	Reference	Checks	Amount
Total for 2/18/2021:				0.00	58,156.95
ACH	10138 HW201 Feb 2021	ARCO Business Solutions ARCO Fuel Charges 02/09 - 02/15/2021	02/22/2021		1,200.91
Total for this ACH Check for Vendor 10138:				0.00	1,200.91
Total for 2/22/2021:				0.00	1,200.91
11280	10450 06302020 07162020	Daniel Jagers Reimburse for COVID-19 Supplies-Voided Check 10556 Reissue Check 1840 - Reissue Voided Check 10556	02/24/2021		43.08 0.54
Total for Check Number 11280:				0.00	43.62
11281	10143 14850	Nobel Systems Inc. GIS Date Updates - Outside Engineering/Brentwood Roads/Tracts	02/24/2021		3,780.00
Total for Check Number 11281:				0.00	3,780.00
11282	10234 02232021	Kristen Schultz Notary Services - Lien Documents	02/24/2021		30.00
Total for Check Number 11282:				0.00	30.00
Total for 2/24/2021:				0.00	3,853.62
Report Total (163 checks):				0.00	538,368.11



**Beaumont-Cherry Valley Water District
Board of Directors Meeting
March 10, 2021**

Item 2d

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Approval of Pending Invoices

Staff Recommendation

Approve the pending invoices totaling \$3,518.00.

Background

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

Fiscal Impact

There is a \$3,518.00 impact to the District which will be paid from the 2021 budget.

Attachment(s)

- Richards Watson Gershon Invoice #230510
- Richards Watson Gershon Invoice #230511



T 213.626.8484
F 213.626.0078
Fed. I.D. No. 95-3292015

350 South Grand Avenue
37th Floor
Los Angeles, CA 90071

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DAN JAGGERS, GENERAL MANAGER
BEAUMONT- CHERRY VALLEY WATER DISTRICT
560 MAGNOLIA AVENUE
BEAUMONT, CA 92223-2258

February 11, 2021
Invoice # 230510

Re: [REDACTED] GENERAL COUNSEL SERVICES

For professional services rendered through January 31, 2021:

Current Legal Fees.....	\$3,480.00
Current Client Costs Advanced	<u>\$0.00</u>
TOTAL CURRENT FEES AND COSTS.....	<u>\$3,480.00</u>
Balance Due From Previous Statement	\$4,285.00
TOTAL BALANCE DUE FOR THIS MATTER.....	<u>\$7,765.00</u>

TERMS: PAYMENT DUE UPON RECEIPT

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DAN JAGGERS, GENERAL MANAGER
BEAUMONT- CHERRY VALLEY WATER DISTRICT
560 MAGNOLIA AVENUE
BEAUMONT, CA 92223-2258

February 11, 2021
Invoice # 230511

Re: [REDACTED] [REDACTED]

For professional services rendered through January 31, 2021:

Current Legal Fees.....	\$38.00
Current Client Costs Advanced	<u>\$0.00</u>
TOTAL CURRENT FEES AND COSTS.....	<u>\$38.00</u>

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue, Beaumont, CA 92223

**MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS**

Wednesday, February 10, 2021 at 6:00 p.m.

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

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

Pledge of Allegiance: *Led by Director Ramirez*

Invocation: *Given by Director Hoffman*

Announcement of Teleconference Participation

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

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

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

Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Slawson, and Williams
Directors absent:	None
Staff present:	General Manager Dan Jagers Director of Finance and Administrative Services Yolanda Rodriguez Senior Engineer Mark Swanson Assistant Director of Operations James Bean (6:20 p.m.) Senior Finance and Administrative Analyst William Clayton (6:09 p.m.) Human Resources Coordinator Sabrina Foley

	Civil Engineering Assistant Evan Ward Senior Accountant Sylvia Molina Administrative Assistant Brandy Llanes Administrative Assistant Erica Gonzales Transmission and Distribution Supervisor Julian Herrera
Legal Counsel	James Markman

Members of the public who registered attendance: Ray Santos, City of Beaumont.

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

Public Comment: None.

1. Adjustments to the Agenda: None.

2. Consent Calendar:

The following Consent Calendar items were approved with one motion:

- a. Review of the December 2020 Budget Variance Reports
- b. Review of the December 31, 2020 Cash/Investment Balance Report
- c. Review of Check Register for the Month of January 2021
- d. Review of January 2021 Invoices Pending Approval
- e. Minutes of the Regular Meeting of January 13, 2021
- f. Minutes of the Special Meeting of January 28, 2021

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

3. Acknowledge Receipt of the Operating Budget Excellence Award from the California Society of Municipal Finance Officers for BCVWD's FY 2021 Operating and 2021 – 2025 Capital Improvement Budget

Director of Finance and Administrative Services Yolanda Rodriguez gave some background on the awards and the organizations. She noted a continued commitment by the BCVWD to follow best practices in budget preparation. This is the first time the District has won this award. General Manager Jaggars and the Directors indicated appreciation for the efforts of staff.

4. Acknowledge Receipt of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for BCVWD's 2019 Comprehensive Annual Financial Report

Director of Finance and Administrative Services Yolanda Rodriguez gave background on the District's Comprehensive Annual Financial Report (CAFR) and the award. This is the third year the District has won this award, she said. In response to Director Covington, Ms. Rodriguez confirmed that the District had not previously won these awards. The Directors indicated appreciation for the efforts of staff.

President Slawson invited public comment. There was none.

5. Presentation: American Water Works Association Virtual Summit Presentation Regarding Groundwater Banking Bridges the Time and Funding Gap to Implement New Water Resource Projects

General Manager Jagers reminded the Board that the District had submitted an abstract to the American Water Works Association (AWWA) National Sustainability Conference approximately 18 months ago. Tomorrow, the virtual conference begins, and the abstract will be presented by Joe Reichenberger on Friday, Jagers advised. He noted that the PowerPoint is included in the agenda packet and provided highlights, noting that it is positive to receive national recognition.

President Slawson invited public comment. There was none.

6. HR Dynamics & Performance Management Consulting Agreement for 2021

General Manager Jagers reminded the Board of discussion related to the budget and noted that the HR Dynamics contract was brought up at a recent Finance and Audit Committee meeting. He indicated that staff would like to continue to use this consultant and there are several items in progress.

Ms. Rodriguez noted that the Human Resources Department was founded in 2019 with the hiring of the Human Resources Coordinator and retained the services of HR Dynamics as a human resources consultant to train and assist the HR Coordinator. She explained the ongoing consulting and indicated the services have been very helpful.

The 2021 budget includes \$24,900 which is within the General Manager's purchasing discretion, Rodriguez advised, but is being brought to the Board for transparency. Mr. Jagers added that there has been value received from HR Dynamics based on Ms. Rhonda Strout-Garcia's work with other districts. This year, the need for assistance with ongoing activities is lessened but there is an upcoming classification and compensation study and negotiation of a Memorandum of Understanding which present a need for some additional experience, he noted. This is now a "not-to-exceed" time and materials contract instead of a monthly retainer, Jagers explained.

Director Williams indicated support and pointed out that new regulations appear regularly that must be tracked. Director Covington indicated support and pointed out that consultant Strout-Garcia is well known and brings great experience. Director Ramirez commented on the Board's effort in establishment of the department.

The Board directed the General Manager to commit to the proposed HR Dynamics agreement for consulting services in 2021 by the following vote:

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

7. Status of Automatic Meter Read/Advanced Metering Infrastructure Deployment Project: Water Sustain and Manage America's Resources for Tomorrow: Water and Energy Efficiency Grant

Director of Finance and Administration Yolanda Rodriguez gave background on the project and \$1.5 million grant received. She explained that the grant is to be matched and there are funds available in the capital replacement reserves. The total estimated project cost is \$5.5 million, she noted.

The District is required to submit a semi-annual performance report, Rodriguez explained. The next report will cover October 2020 through March 2021. She reviewed the status of meter upgrades and noted that 36 percent of the District's meters have now been converted to AMR / AMI. Total project expenditures through December 2020 were \$302,439. Of that, \$187,124 (50 percent) plus \$67 in administrative costs has been submitted to the Bureau of Reclamation for reimbursement under the grant.

Mr. Jagers noted that the program start was delayed due to COVID-19. With the hiring of temporary staff, almost 900 meters were installed the last quarter of 2020, he pointed out. This benefits the District in the ability to shift full time employee hours from meter reading to other activities, he noted. Upon project completion in the next two years, the District will be able to have a good idea about labor pool strategies, Jagers advised.

Ms. Rodriguez reported that as of January 31, there are 12,013 meters remaining to be exchanged. Temporary staff has resulted in the changing of close to 500 meters per month, she said.

President Slawson invited public comment. There was none.

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

General Manager Jagers reported that the case numbers are going in the right direction. He noted an uptick over the holidays in effects on staff but said there was no spread via the District office.

Jaggers shared case trends and noted a 12.7 percent positivity rate. Jaggers pointed out the challenge of workers with small children at home and schools not yet re-opened. More will be known in a couple of weeks, he said, but the trends are positive.

A program has been instituted for BCVWD employees in accordance with OSHA requirements, Jaggers noted.

President Slawson asked about early vaccinations. Mr. Jaggers explained an opportunity for some staff through leftover vaccines and noted the eligibility age has been lowered. The District was not trying to jump the line, he assured the Board, but was trying to be ready if it was available, but that opportunity is no longer available.

9. Status of Declared Local Emergencies related to Fires

a. Impact of the Apple Fire pursuant to Resolution 2020-17

b. Impact of the El Dorado Fire pursuant to Resolution 2020-20

General Manager Jaggers briefed the Board about the last storm, which was expected locally but shifted west, creating no issues.

10. Reports For Discussion

a. Ad Hoc Committees:

Director Ramirez reported on the Communications Committee. The group is working on fine-tuning public outreach and trying to improve methods, making substantial progress. With CV Strategies, the Committee is now looking at the next level for reaching ratepayers, and looking at the overall budget for the Committee, he noted.

b. General Manager

Mr. Jaggers reported that imported water deliveries of about 19.8 acre-feet per day (10 cubic feet per second) have re-started at the facilities. The rate is slow due to the possibility of rain, he explained. The San Geronio Pass Water Agency is adding 3.8 acre-feet per day on behalf of the City of Banning, he added.

Although there has been rain, the State Water Project has not announced an increase over the 10 percent allocation, Jaggers advised.

Mr. Jaggers reminded the Board about the City of Beaumont's Ordinance 1113, a moratorium on pavement cuts on recently resurfaced streets and requirements. Jaggers explained challenges related to the required pavement repair procedures and more robust conditions.

The District's average repair patch was 160 square feet per unit per point of entry into the pavement, he stated, and the new moratorium will create a need for more like 600 square feet, increasing the average pavement repair price from \$1,300 to an estimated \$5,000 to \$7,000.

A recent repair created a dialogue with the City, Jagers explained. The encroachment permit fee, along with increased repair costs could have a significant financial impact on the District, he said.

Mr. Jagers said he hopes to partner with the City and have good things to report at the next workshop. Director Ramirez asked if there had been conversation with the City Manager and suggested letting the City know that the District is looking for collaboration and to streamline moving forward. Mr. Jagers concurred.

Director Ramirez noted that Beaumont City Councilmember Rey Santos is on the teleconference and said he appreciated any support he could offer. Councilman Santos indicated he will seek more information. Mr. Jagers indicated that he understands that the City wants to protect its streets and the District wants to work toward common ground.

Jagers explained that there are internal studies moving toward improving safety.

c. Directors' Reports:

President Slawson reported that he attended the San Geronio Pass Regional Water Alliance meeting on January 27. There are some changes on the Board of Directors at the San Geronio Pass Water Agency, he advised. Slawson was re-elected as chair with co-chair Robert Ybarra. The Committee will meet every other month, he reported.

Director Hoffman noted that the Finance and Audit Committee had reviewed the January check register and noted the large volume of refund checks issued for credit card fees, at an average of \$1.75. This involves staff time to issue and mail the check, and said he believes the waiver of the fees should be stopped due to the extra burden. He also asked the Board to consider direction on investments.

d. Legal Counsel Report: None.

11. Announcements

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

- District Offices will be closed on Monday, Feb. 15, 2021 in observance of Presidents Day
- Personnel Committee Meeting: Monday, Feb. 22, 2021 at 6 p.m.
- Engineering Workshop: Thursday, Feb. 25, 2021 at 6 p.m.
- Collaborative Agencies Committee Meeting: Wednesday, Mar. 3, 2021 at 5 p.m. (*in-person meeting at Beaumont Library; also available via Zoom*)
- Finance and Audit Committee Meeting: Thursday, Mar. 4, 2021 at 3 p.m.

- Regular Board Meeting: Wednesday, Mar. 10, 2021 at 6 p.m.

12. Action List for Future Meetings:

- Water supply for BCVWD and the region
- Reinstatement of fees waived due to COVID-19
- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project

13. Adjournment

President Slawson adjourned the meeting at 7:20 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

Director Daniel Slawson, President
to the Board of Directors of the
Beaumont-Cherry Valley Water District

Director Andy Ramirez, Secretary
to the Board of Directors of the
Beaumont-Cherry Valley Water District



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

**MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP
OF THE BOARD OF DIRECTORS**
Thursday, February 25, 2021 at 6:00 p.m.

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

Call to Order: President Slawson

President Slawson began the meeting at 6:05 p.m.

Pledge of Allegiance was led by Director Ramirez.

Invocation was given by Director Williams.

Announcement of Teleconference Participation

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

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

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

Roll Call:

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

	Administrative Assistant Erica Gonzales
Legal Counsel	James Markman

Members of the public who registered their attendance: None.

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

Public Comment: None.

1. **Adjustments to the Agenda:** None.
2. **Consideration of Award of Bid for the Purchase of one (1) Fleet Vehicle in the Amount not to exceed \$50,400**

Assistant Director of Operations James Bean explained this is a larger utility truck that tows heavy equipment and is identified in the capital improvement budget for replacement this year. He noted that some recent repair work on the unit had been costly, and it has reached the end of its service life. Mr. Bean confirmed for Mr. Jagers that this truck purchase was delayed from last year as the crew position is in the process of recruitment.

General Manager Jagers noted that the current truck will be retained for use during the AMR / AMI project as long as it is running well.

Director Hoffman said that in his experience it is beneficial not to spend the extra money for a diesel-powered vehicle and said that gasoline is adequate. He noted that repairs on Ford vehicles have been more expensive over other brands, so Chevrolet is a good choice. He recommended auctioning the old unit now, as resale values on used vehicles is currently good.

Director Covington confirmed that the proposed vehicle is gasoline powered and agreed that is preferable. He pointed to recommendations on the bids, suggested upsizing the vehicle and offered additional insight based on his experience with fleet vehicles. Mr. Jagers acknowledged, and Director Hoffman suggested pricing additional options.

Staff will return to the Board with alternatives.

3. **Resolution 2021-02: Acceptance of an Easement from Beaumont RV and Self-Storage, LLC, South of 1st Street and West of California Avenue in the City of Beaumont**

Senior Engineer Mark Swanson reminded the Board of the issuance of the Will-Serve Letter for this project. In order to supply water onto the site, a portion of the public facilities need to be constructed on the property, making an easement necessary for maintenance of the public portion of the facilities, he explained. He detailed the

location of the small area. Mr. Jagers indicated that this item provides for memorialization of the easement. Mr. Swanson clarified the water main location for Director Covington.

In response to President Slawson, Mr. Jagers explained the backflow device configuration.

President Slawson invited public comment. There was none.

The Board adopted Resolution 2021-02 Approving and authorizing the General Manager to execute the Acceptance of an Easement from Beaumont RV and Self-Storage, LLC for public utility purposes located south of 1st Street and west of California Avenue on Riverside County Assessor's Parcel No. 417-180-019 in the City of Beaumont, CA by the following roll-call vote:

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

4. Resolution 2021-03: Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Credit Card Processing Fees and Late Notification Fees as Waived during the District Local Emergency under Resolution 2020-09

General Manager Jagers noted that the Board had requested this item. Director of Finance and Administrative Services Yolanda Rodriguez reminded the Board that on March 26, 2020, the Board adopted Resolution 2020-09 approving temporary regulations in response to the local emergency related to the pandemic. Credit card processing fees and late notification fees were affected, she noted.

Ms. Rodriguez explained the \$1.75 credit card fee and refund process and noted this has incurred additional administrative cost. The processes and administrative costs related to the late notification fees have not stopped, even though the District cannot shut the water off, she said.

At its February 10, 2021 meeting, the Board had requested discussion on this item, she noted. Ms. Rodriguez pointed out that the processes are costing all ratepayers since the fees are not being collected to cover the District's costs. She also pointed to the regular reports on District cash flow and revenue loss, noting the total revenue loss was \$52,763 in credit card processing fees and \$67,215 in late notification fees between March 26, 2020 and January 31, 2021. Many districts have already reinstated these fees, she noted.

Ms. Rodriguez added that the governor's Executive Order recommending the moratorium on water utility shut offs for non-payment did not mandate fee waivers. Legal counsel recommends that shut off fees remain waived through the end of the moratorium, and activation fees are not recommended for reinstatement under the proposed resolution, she explained.

Director Covington asked about annual losses. Ms. Rodriguez confirmed the loss on inactivation / reinstatement fees is approximately \$45,000¹. Covington indicated that since the Executive Order N-28-20 does not mandate waiver of the fees and said that although it is not presented in the proposed resolution, he is in favor of reinstating all three fees. Director Hoffman agreed with Director Covington and said that the District has provided a fair opportunity for those with financial challenges.

General Manager Jagers pointed out that inactivation fees are not currently applied as there are no shutoffs. Counsel Markman pointed out that once the moratorium is lifted, the Board may not want to wait two weeks to reinstate the fee.

Director Williams agreed it would be better to reinstate all three fees rather than returning with another request to the Board. President Slawson clarified that reinstatement of all three would assure that when the moratorium is lifted, the policy is immediately back in synch. Director Ramirez indicated support.

The Board adopted Resolution 2021-03 Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Credit Card Processing Fees and Late Notification Fees as Waived during the District Local Emergency under Resolution 2020-09 as amended with addition of the Inactivation or Account Reinstatement Fee by the following roll-call vote:

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

5. Beaumont Master Drainage Plan Line 16 Project Cooperative Agreement Update

Senior Engineer Mark Swanson reminded the Board of prior discussion on this item and concerns with language in the agreement. Staff has addressed comments made by the Board and Flood Control has provided an updated agreement.

Mr. Swanson advised that it has been reviewed by legal counsel. He highlighted previous Board concerns and referenced the concerns addressed in the revised agreement. General Manager Jagers noted that this had stalled due to the fires, but the agreement has gone back and forth to get to a point where it is more streamlined and easier to understand. Staff is not requesting a decision tonight, he noted.

Mr. Swanson reported that the grant project deadline has been extended by one year to December of 2022. Jagers explained delays due to potential debris flows related to the fires.

Director Ramirez concurred with the exit strategy process. Counsel Markman pointed out that the project is mutually funded, and the Flood Control District is administering the project. If the bid exceeds the agreed-upon cost, there must be an opportunity to exit. He recommended the elimination of a clause that says the obligations of the Flood Control District are limited by the availability of funds, i.e., if Flood Control notifies BCVWD in writing, the project stops, but BCVWD's obligation does not stop. Mr.

¹ The amount referenced by the speakers was incorrect. The actual amount of the loss on inactivation / reinstatement fees is \$158,450, but the speakers stated \$45,000.

Swanson said he spoke to Flood Control about these two items and indicated the funds should be earmarked.

Director Ramirez left the meeting at 7:05 p.m.

Mr. Swanson responded to maintenance obligation questions from Director Covington. Mr. Jagers reminded the Board that Flood Control's original intent was to have Riverside County Transportation responsible, but due to resistance from Transportation, BCVWD acquiesced to 70 feet of maintenance.

Director Covington noted that BCVWD should now be included in multiple pre-construction meetings and asked about shared costs. Mr. Jagers clarified.

President Slawson invited public comment. There was none.

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

Mr. Jagers reported that the case numbers are coming down, vaccinations are getting out and ICU beds are not as impacted. He said it seems most agencies are holding out for a March or later re-opening.

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

Director of Finance and Administrative Services Yolanda Rodriguez reviewed the report. She noted that as of January 31, there are 2,171 accounts that would have been shut off due to nonpayment. There are 7,661 accounts paid in full, in contrast to January 31, 2020 when 8,766 were paid in full, she advised.

General Manager Jagers explained that the Governor's order prevents shutoffs, but the debt is still encumbered. He and Ms. Rodriguez have discussed ensuring that staff is placing the liens on the properties for the balances and fees to protect the interests of the District in cost recovery.

Director Hoffman asked about apartment buildings. Ms. Rodriguez confirmed that the responsibility lies with the property owner; the debt goes with the property.

President Slawson asked about the jump in account delinquencies in December. Mr. Jagers said it may be remedied next month; Ms. Rodriguez said the numbers were verified and staff will watch it for next month.

Ms. Rodriguez noted a large drop in receipts from customers over the prior year, indicating it was due to a shortage of staff to do billing due to COVID activity. Next month, she said, there will be an excess jump to catch up. Net cash for operating activities is \$203,685 as of January 28, 2021 as compared to \$258,558 in 2020. She noted growth of 1.7 percent in total unrestricted cash and investments and the District is still doing fairly well.

President Slawson asked about a slowdown in receipts from development. Mr. Jagers explained that numbers are affected by a decline over the holidays and COVID delaying processing of deposits.

8. Status of Declared Local Emergencies related to Fires

- a. Impact of the Apple Fire pursuant to Resolution 2020-17
- b. Impact of the El Dorado Fire pursuant to Resolution 2020-20

Mr. Jagers reported there has been no significant rain. He noted a storm two weeks ago hit the lower canyons, but no significant issues were reported by staff.

The District purchased the drone as previously discussed and has obtained the FCC temporary license, Jagers said. The intent is to use the drone look at the canyon to determine any effects from the storm.

9. Update: Legislative Action and Issues Affecting BCVWD

Senior Engineer Mark Swanson explained that this is the time of year that legislation is submitted, and it will be determined as to what sticks. He pointed out that the final version of the Governor's Water Resilience Portfolio was released in December and there is a link on the report.

10. General Manager's Report

Mr. Jagers advised that recharge is currently flowing at 24 cubic feet per second (cfs) (approximately 47 acre-feet per day) at the Noble Creek Recharge Facility. The San Geronio Pass Water Agency (SGPWA) is also taking water at their facility on behalf of the City of Banning for their water order, he said.

Jagers explained the purchase of the drone is to monitor the canyons during storm events. He shared photos of District facilities and said the intent is to ensure maintenance is being done. It will also be used for documentation of existing pavement lines at District facilities and recording facilities locations and utility markings, he said.

President Slawson asked about accuracy of the drone and interfacing with other systems. Mr. Jagers explained it is not a survey quality drone, but a surveyor would be used, and drone footage laid into an Auto-CAD environment.

Mr. Jagers advised that the City of Beaumont is now charging the District for encroachment permit fees and reminded the Board about the moratorium on pavement cutting. At a meeting today, the District requested the opportunity to waive fees and obtain a blanket permit, Jagers said. He advised that the District and City are working through details at staff level, but cautioned there may be a visit to the City Council if warranted. He provided an analysis of significant economic impacts to the District of the new requirements based on pavement encroachments last year.

Jagers said the District will prepare a program that is good for the community, provides a handshake between the District and the City, and helps guarantee that the pavement is maintained. The District is not looking to get out of work, it is looking for something fair and equitable, he said. President Slawson indicated support and noted other agencies are experiencing the same thing and it does not seem fair.

11. Topics for Future Meetings:

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project
- Legal perspective on the Delta Conveyance (request to Counsel Markman)

12. Announcements

Pursuant to Governor's Executive Order N-33-20, all BCVWD Board and Committee meetings will be held via teleconference and/or video teleconference until further notice or unless otherwise indicated below. President Slawson read the following announcements:

- Collaborative Agencies Committee Meeting: Wednesday, Mar. 3, 2021 at 5 p.m. (*in-person meeting at Beaumont Library; also available via Zoom*)
- Finance and Audit Committee Meeting: Thursday, Mar. 4, 2021 at 3 p.m.
- Regular Board Meeting: Wednesday, Mar. 10, 2021 at 6 p.m.
- Personnel Committee Meeting: Monday, Mar. 15, 2021 at 6 p.m.
- Engineering Workshop: Thursday, Mar. 25, 2021 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Apr. 7, 2021 at 10 a.m.

13. Convened in Closed Session: 7:58 p.m.

- a. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
District Designated Representative: Daniel K. Jaggars, General Manager,
and Sabrina Foley, Human Resources Coordinator
Employee Organization: Beaumont-Cherry Valley Water District
Employees Association

Reconvened in Open Session: 8:28 p.m.

14. Report on Closed Session

President Slawson announced there was no reportable action taken.

15. Adjournment

President Slawson adjourned the meeting at 8:28 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

Director Daniel Slawson, President
to the Board of Directors of the
Beaumont-Cherry Valley Water District

Director Andy Ramirez, Secretary
to the Board of Directors of the
Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Board of Directors Meeting
March 10, 2021**

Item 2g

STAFF REPORT

TO: Board of Directors

FROM: Yolanda Rodriguez, Director of Finance and Administrative Services

SUBJECT: Report on District Vendor Recurring Expenditures in Fiscal Year 2021

Staff Recommendation:

None.

Background

At the meeting of the Finance and Audit Committee on January 7, 2021, Chair Hoffman and Member Covington requested detail on long-term contract vendor activities.

Summary

In Fiscal Year 2021, the District is contracting with various vendors to provide various ongoing services to the District. Table A below shows the contract terms with these vendors while Table B displays the costs of the annual contract and percentage complete, in terms of costs to date.



Table A – Vendors with Multiple Year or Ongoing/Open Contracts

Vendor Number	Vendor Name	Contract Services	Original Contract Date	Term of Contract	Most Recent Board Approval Date	Board Approved FY 2021 Maximum
10491	Rogers, Anderson, Malody & Scott, LLP (RAMS)	Annual Independent Audit	12/19/2017	3 years with option for 2 one year extensions	11/19/2017	\$ 23,265.00
10743	Townsend Public Affairs	Grant Writing Consulting Services	11/1/2018	1 year with option for 2 one year extensions	12/3/2020	\$ 48,000.00
10797	Raftelis Financial Consultants	Capacity Charge Study	5/20/2019	Completion of Study(ies)	8/22/2019	\$ 38,110.00
10797	Raftelis Financial Consultants	Miscellaneous Fee Study	5/20/2019	Completion of Study(ies)	8/12/2020	\$ 7,500.00
10719	HR Dynamics	2021 HR Consulting	TBD	1 year	1/10/2021	\$ 24,900.00
10778	Urban Habitat	Landscape Maintenance	3/3/2019	1 year	5/28/2020	\$ 31,920.00
10772	CV Strategies	2021 Public Outreach	1/14/2019	1 year with option for 3 one year extensions	12/3/2020	\$ 99,330.00
10668	Thomas Harder & Co.	Engineering Svcs - Well Nos. 1A and 2A	1/4/2018	Completion of work	10/5/2017	\$ 216,333.00
10668	Thomas Harder & Co.	Engineering Svcs - Well Nos. 30 and 31	1/4/2018	Completion of work	10/5/2017	\$ 239,159.00
10266	Cozad & Fox	Engineering Svcs - Noble Tank and Pipeline	1/4/2018	Completion of work	11/8/2017	\$ 3,808.00
10674	Michael Baker International	Engineering Svcs - 2017 Pipeline Replacements	1/4/2018	Completion of work	11/8/2017	\$ 26,571.00



Table B – Multiple Year or Ongoing/Open Contract Costs

Vendor Number	Vendor Name	Contract Services	FY 2020 and Prior Costs	FY 2021 Costs To Date	Total Contract Costs To Date	Contract Costs Not To Exceed	Contract Costs Remaining	Completion % (Contract Costs)
10491	Rogers, Anderson, Malody & Scott, LLP	Annual Independent Audit		\$ -	\$ -	\$ 23,265.00	\$ 23,265.00	0%
10743	Townsend Public Affairs	Grant Writing Consulting Services		\$ 8,000.00	\$ 8,000.00	\$ 48,000.00	\$ 40,000.00	17%
10797	Raftelis Financial Consultants	Capacity Charge Study	\$ 3,490.00	\$ -	\$ 3,490.00	\$ 41,600.00	\$ 38,110.00	8%
10797	Raftelis Financial Consultants	Miscellaneous Fee Study	\$ 3,510.00	\$ -	\$ 3,510.00	\$ 11,010.00	\$ 7,500.00	32%
10719	HR Dynamics	2021 HR Consulting		\$ -	\$ -	\$ 24,900.00	\$ 24,900.00	0%
10778	Urban Habitat	Landscape Maintenance	\$ 30,840.00	\$ 5,140.00	\$ 35,980.00	\$ 67,900.00	\$ 31,920.00	53%
10772	CV Strategies	2021 Public Outreach		\$ 7,727.50	\$ 7,727.50	\$ 99,330.00	\$ 91,602.50	8%
10668	Thomas Harder & Co.	Engineering Svcs - Well Nos. 1A and 2A	\$ 44,666.85	\$ -	\$ 44,666.85	\$ 261,000.00	\$ 216,333.15	17%
10668	Thomas Harder & Co.	Engineering Svcs - Well Nos. 30 and 31	\$ 21,841.00	\$ -	\$ 21,841.00	\$ 261,000.00	\$ 239,159.00	8%
10266	Cozad & Fox	Engineering Svcs - Noble Tank and Pipeline	\$ 189,191.65	\$ -	\$ 189,191.65	\$ 193,000.00	\$ 3,808.35	98%

Staff Report prepared by William Clayton, Senior Finance and Administrative Analyst



**Beaumont-Cherry Valley Water District
Board of Directors Meeting
March 10, 2021**

Item 2h

STAFF REPORT

TO: Board of Directors

FROM: Yolanda Rodriguez, Director of Finance and Administrative Services

SUBJECT: Required Correspondence from FY 2020 Independent Audit Firm

Staff Recommendations:

Receive and file the Engagement and SAS 114 Letters from the District's external financial statement audit firm, Rogers, Anderson, Malody & Scott, LLP (RAMS).

Background

At the November 19, 2020 Regular Meeting – Engineering Workshop of the Board of Directors, the Board authorized the General Manager to execute an extension of the existing contract with Rogers, Anderson, Malody & Scott, LLP (RAMS), a California-based public accounting firm, for professional external financial statement audit services for a 2-year period in an amount not to exceed \$47,110.

As part of their audit process, RAMS is required to communicate the terms of the audit engagement and to have certain communications with those charged with governance at the beginning of their audit process.

Audit Engagement Letter

The American Institute of Certified Public Accountants (AICPA) has developed standards for audit engagements. RAMS has prepared the specific terms of engagement using the appropriate AICPA-issued engagement letter template. The attached Engagement Letter provides for the following:

1. Defines the scope of services to be audited
2. Specifies the timeline of the audit and related deliverables
3. Defines the fee arrangement
4. Communicates the limitations of the services provided
5. Outlines each of the party's responsibilities

SAS 114 Letter

The American Institute of Certified Public Accountants (AICPA) issued the Statement on Auditing Standards 114 (SAS 114) to increase the effectiveness of two-way communication between independent auditors and their clients. SAS 114 provides a framework for the auditor's communication with those charged with governance and identifies some specific matters to be communicated. In particular, the auditor must communicate matters related to the financial statement audit that are, in the auditor's professional judgement, significant and relevant to the responsibilities of those charged with governance.

The principle purposes of communication with those charged with governance are to:

1. Communicate clearly the responsibilities of the auditor in relation to the financial statement audit and an overview of the scope and timing of the audit;
2. Obtain information relevant to the audit; and



3. Provide timely observations arising from the audit that are relevant to the responsibilities in overseeing the financial reporting process.

The attached letter outlines the planned scope and timing of the audit, and satisfies the requirements set forth in SAS 114.

Fiscal Impact

None.

Attachment(s)

- A. Engagement Letter dated February 4, 2021 from Rogers, Anderson, Malody & Scott, LLP
- B. SAS Letter dated February 4, 2021 from Rogers, Anderson, Malody & Scott, LLP

Staff Report prepared by William Clayton, Senior Finance and Administrative Analyst



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

February 4, 2021

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ramscca.net

Board of Directors
Beaumont-Cherry Valley Water District
Beaumont, California

PARTNERS

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Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
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Louis Fernandez, CPA
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John Maldonado, CPA, MSA

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American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

*Employee Benefit Plan
Audit Quality Center*

California Society of
Certified Public Accountants

The following represents our understanding of the services we will provide Beaumont-Cherry Valley Water District.

You have requested that we audit the financial statements of Beaumont-Cherry Valley Water District (the District), as of December 31, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Pension Related Schedules
3. OPEB Related Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Transmittal Letter
2. Statistical Section



Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the basic financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the District's auditor;
5. For identifying and ensuring that the District complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We will assist management with drafting the financial statements based on the District's trial balances. With respect to this or any nonattest services we perform, the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the District with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Scott W. Manno, CPA, CGMA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Rogers, Anderson, Malody & Scott, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit will be \$23,268. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

To ensure that Rogers, Anderson, Malody & Scott, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Rogers, Anderson, Malody & Scott, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Rogers, Anderson, Malody & Scott, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

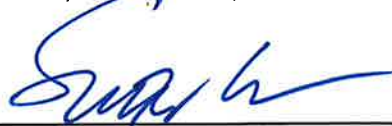
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached original of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. Keep the copy for your records.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Scott W. Manno, CPA, CGMA
Partner

Board of Directors
Beaumont-Cherry Valley Water District

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Beaumont-Cherry Valley Water District by:

Name: _____

Title: _____

Date: _____

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

May 15, 2018

To the Partners of Rogers, Anderson, Malody & Scott, LLP and the Peer Review Committee of the California Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES
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ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

February 4, 2021

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To the Board of Directors
Beaumont-Cherry Valley Water District
Beaumont, California

PARTNERS

Brenda L. Odle, CPA, MST
Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
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This letter is provided in connection with our engagement to audit the financial statements of the Beaumont-Cherry Valley Water District (the District) as of and for the year ended December 31, 2020. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

Our Responsibilities

As stated in our engagement letter dated February 4, 2021, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and in accordance with *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the supplementary information, is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our responsibility for the required supplementary information included in the document containing the audited financial statements and our report thereon includes only the information identified in our report. We have no responsibility for determining whether the required supplementary information is properly stated.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the District and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. We will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention.

We expect to begin our audit on approximately April 5, 2021. Scott W. Manno, CPA, CGMA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Directors and management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Scott W. Manno, CPA, CGMA
Partner



**Beaumont-Cherry Valley Water District
Regular Board Meeting
March 10, 2021**

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Sabrina Foley, Human Resources Coordinator

SUBJECT: Proposed Human Resources Department Vision, Mission, and Values Statement

Staff Recommendation

Adopt the proposed Human Resources Department Vision, Mission, and Values Statement.

Background

The District obtained the services of a Human Resources consultant, HR Dynamics, in 2018 to conduct a needs assessment and to make recommendations. One of the recommendations made by the consultant was the creation of a vision, mission, and values statement for the Human Resources department. Human Resources conducted informal research of similar water agencies to draft an appropriate statement, and it was reviewed by the District's consultant.

The drafted statement was presented to the Personnel Committee on February 22, 2021, and the committee recommended that it be presented to the full Board of Directors for adoption.

Summary

Organizations create a mission statement as an essential business practice to outline the ultimate goals of the organization. The mission statement defines priorities for leadership and staff and conveys the purpose of the organization to the public.

Similarly, individual departments within an organization can create vision, mission, and values statements to define the priorities of the department. A statement of this kind should represent the ideal, long-reaching purpose and values of the department, and helps to create consistencies with how the success of the department is measured. Also, this kind of statement creates consistent goals for the department while the District develops and grows.

Changes to the District's main mission statement are created by the Board of Directors; however, a department statement is typically less formally held. The intention of a department statement is to be shared with employees of the District and would be published internally in areas such as the Human Resources portal, the Human Resources section of the fiscal budget, and in new hire orientation materials.

In the interest of transparency, staff requests that the Board of Directors review the proposed draft and vote to approve it for the Human Resources Department's use.

Fiscal Impact: None.

Attachment: Proposed Human Resources Vision, Mission, and Values Statement

Staff Report prepared by Sabrina Foley, Human Resources Coordinator



Beaumont-Cherry Valley Water District
Human Resources Department
Vision, Mission and Values Statement

The **vision** of the Human Resources Department is to serve as a collaborative partner in the organization, and is dedicated to:

- Valuing, encouraging, and supporting a diverse workforce;
- Continually improving individual and organizational effectiveness;
- Anticipating and meeting the changing needs of the workforce;
- Championing career and professional growth;
- Guiding and maintaining a healthy, safe, and positive work environment;
- Enhancing services through innovation, technology, and creativity.

The **mission** of the Human Resources Department is to provide effective programs and services in which to enable all employees to contribute at optimum levels toward the success of the District in meeting its goals.

The Human Resources Department leads and fosters the following organizational **values**:

- ✓ **Develop** an attitude of teamwork and employee engagement. We encourage and respect the diversity of thoughts, experiences, and backgrounds and celebrate participation and partnership in all of our endeavors.
- ✓ **Commit** to producing quality results by acting openly, equitably, and consistently in our pursuit of uncompromising quality and in pursuing continuous improvement activities. We believe that those we serve deserve excellent service.
- ✓ **Create** a work environment that fosters safety, professionalism, employee development, and camaraderie. We are committed to maximizing the potential of every individual and to support and promote the District as a learning organization.
- ✓ **Demonstrate** excellent execution, a caring attitude, and a sense of urgency. We have a passion for service and are committed to knowing our customers, anticipating their needs, and exceeding expectations.
- ✓ **Model** leadership in seeking knowledge, enthusiasm, and an improved quality of life for ourselves, our colleagues, and the community. We lead by example and advocate equitable treatment in our behaviors, policies, and practices.
- ✓ **Promote** honesty, integrity, and trust. We honor our commitments and conduct business in a manner that promotes fairness, respect, honesty, and trust.
- ✓ **Communicate** in a candid and fair manner with the diverse workforce from whom our District derives its strength. We solicit the input of others and strive for transparency and inclusiveness.
- ✓ **Embrace** change and innovation. We are open to the opportunity it brings and foster creativity and risk-taking to support continuous improvement.

Water Conditions Update



SGPWA Board Meeting
March 1, 2021



**Weather
&
Reservoir
Conditions**

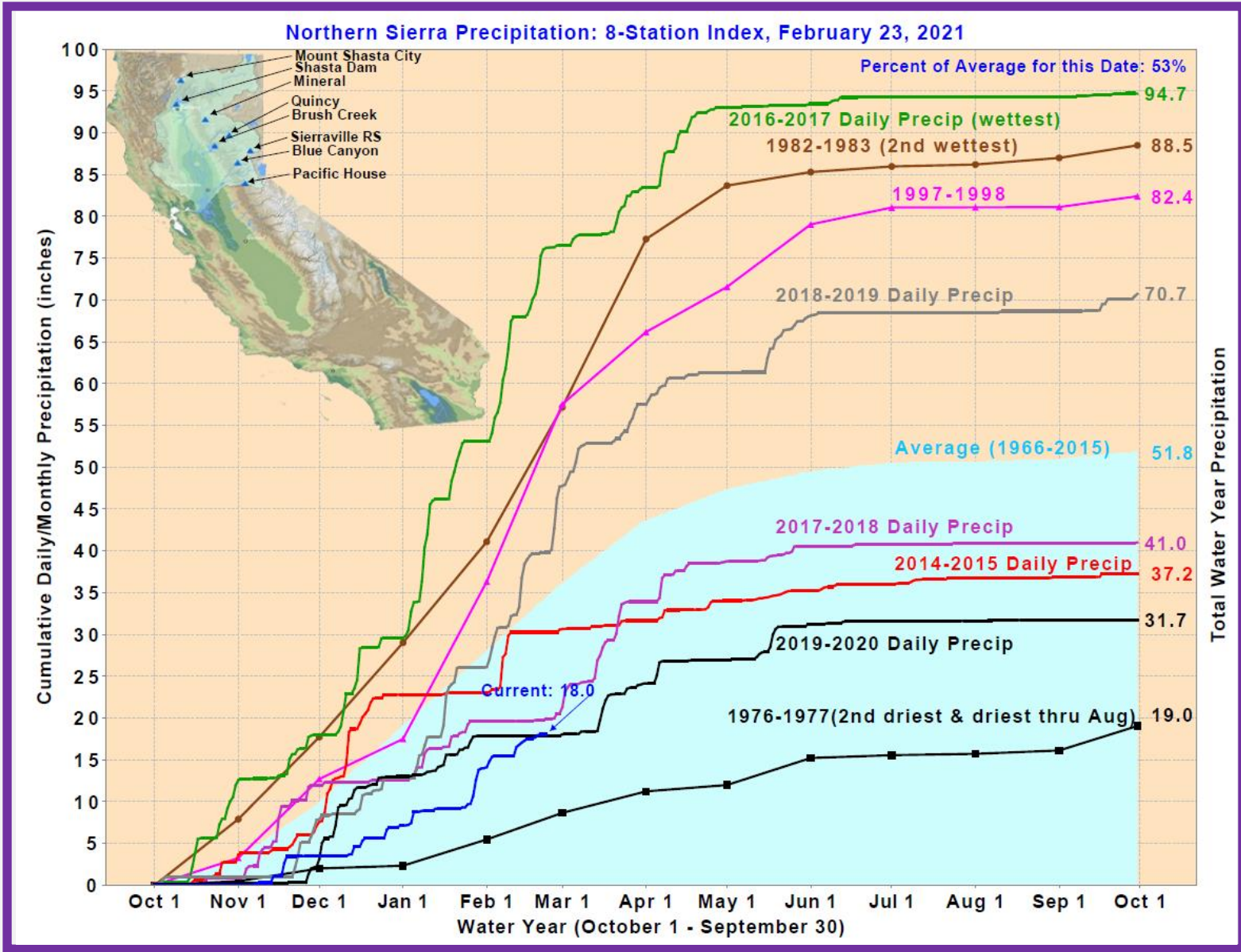
**Forecasted
Hydrologic
Conditions**

**2021
Requests**

**SWP
Allocation**



Discussion



State Precipitation Stations

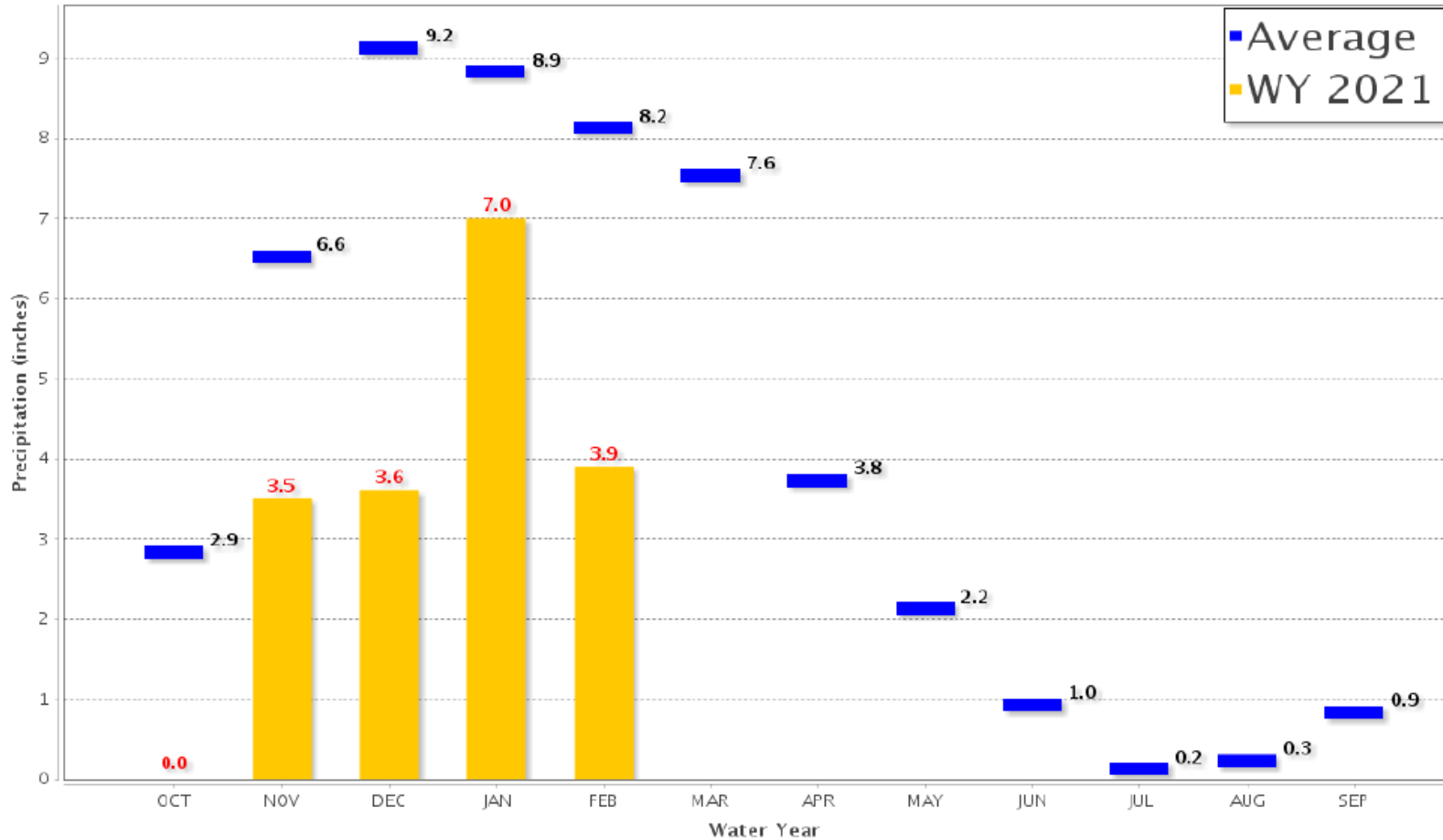


Northern Sierra 8-Station

Precipitation Index for Water Year 2020 – Updated on February 23, 2021 08:46 AM

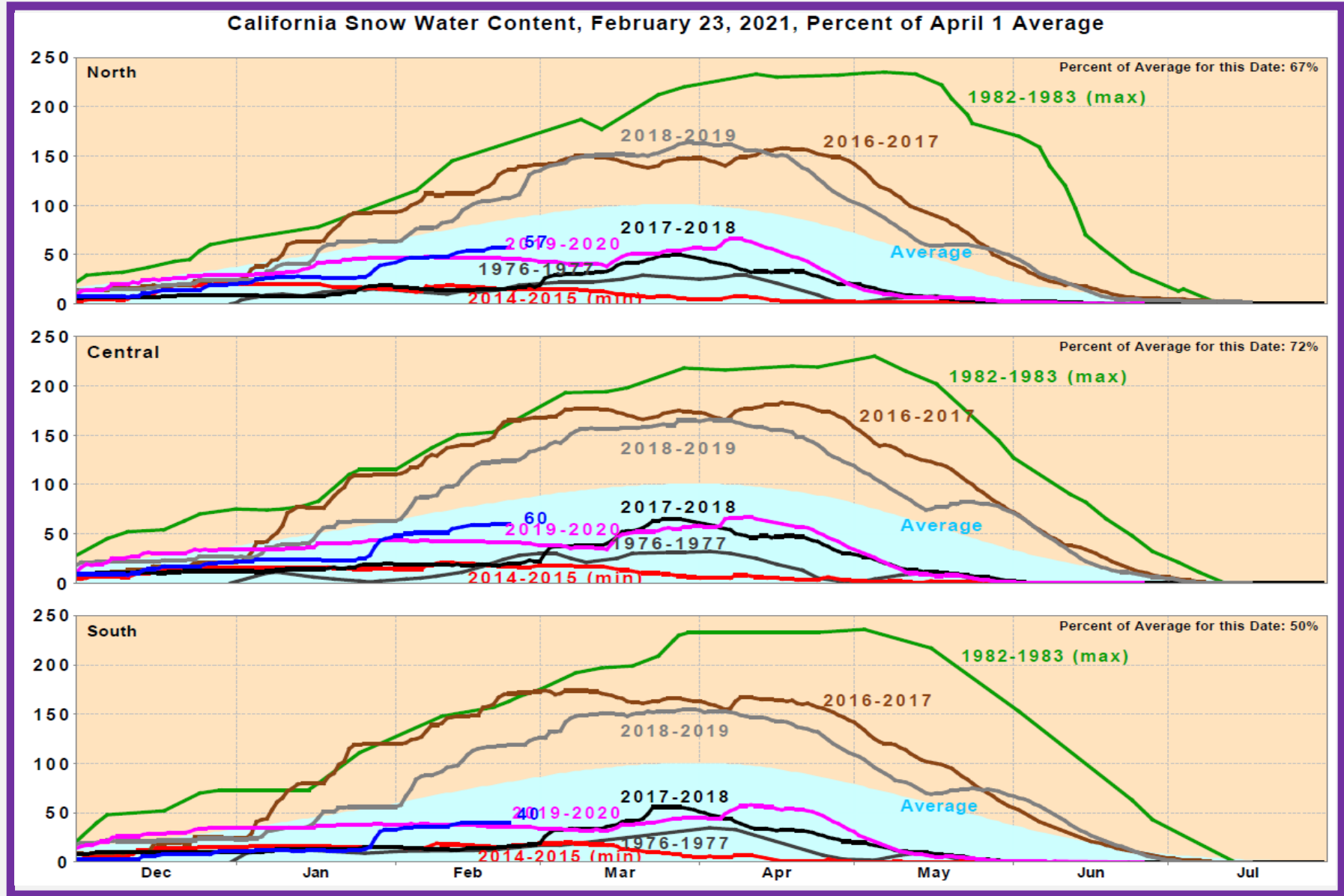
Note: Monthly totals may not add up to seasonal total because of rounding

Water Year Monthly totals are calculated based on Daily precipitation data from 12am to 12am PST



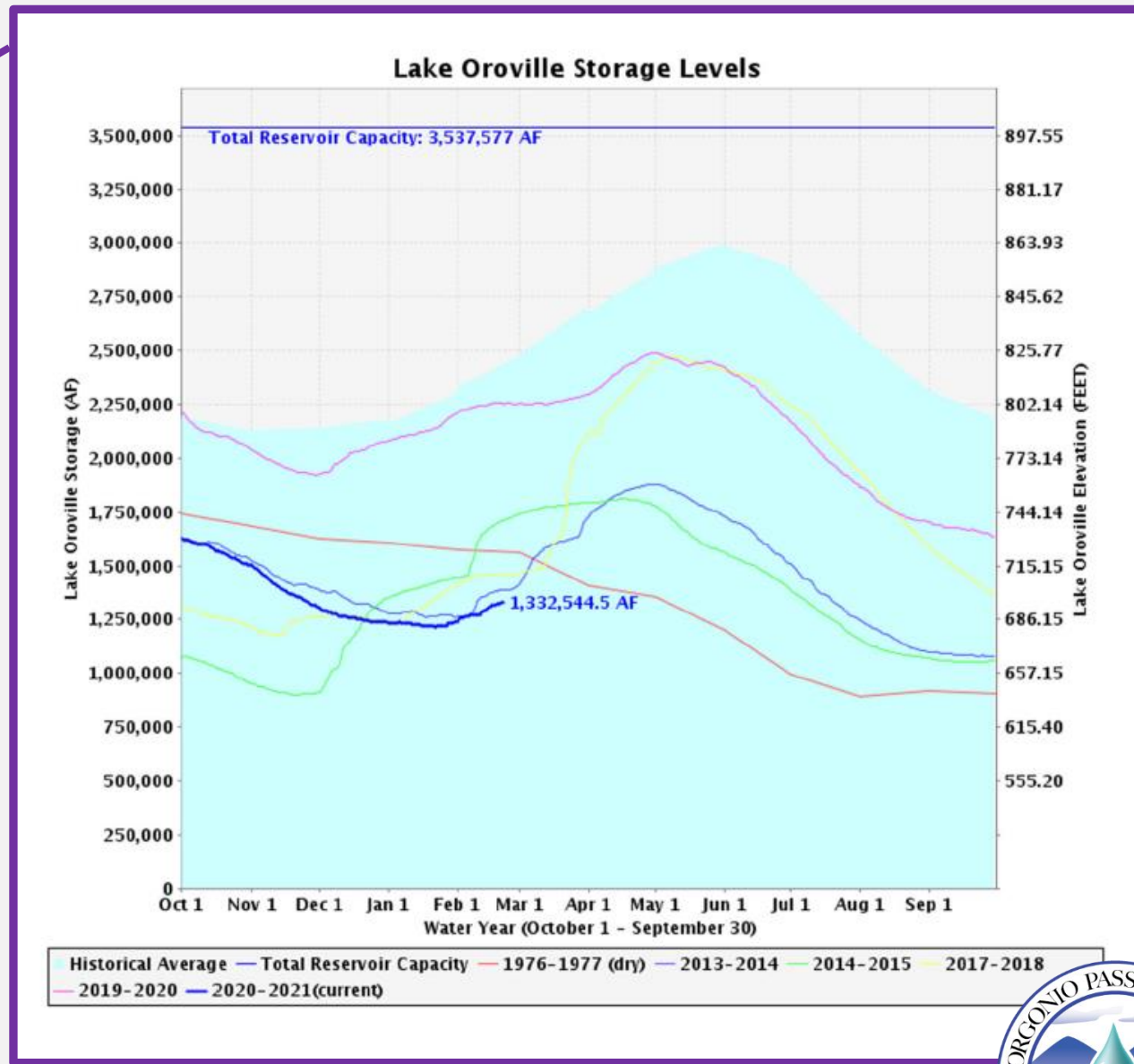
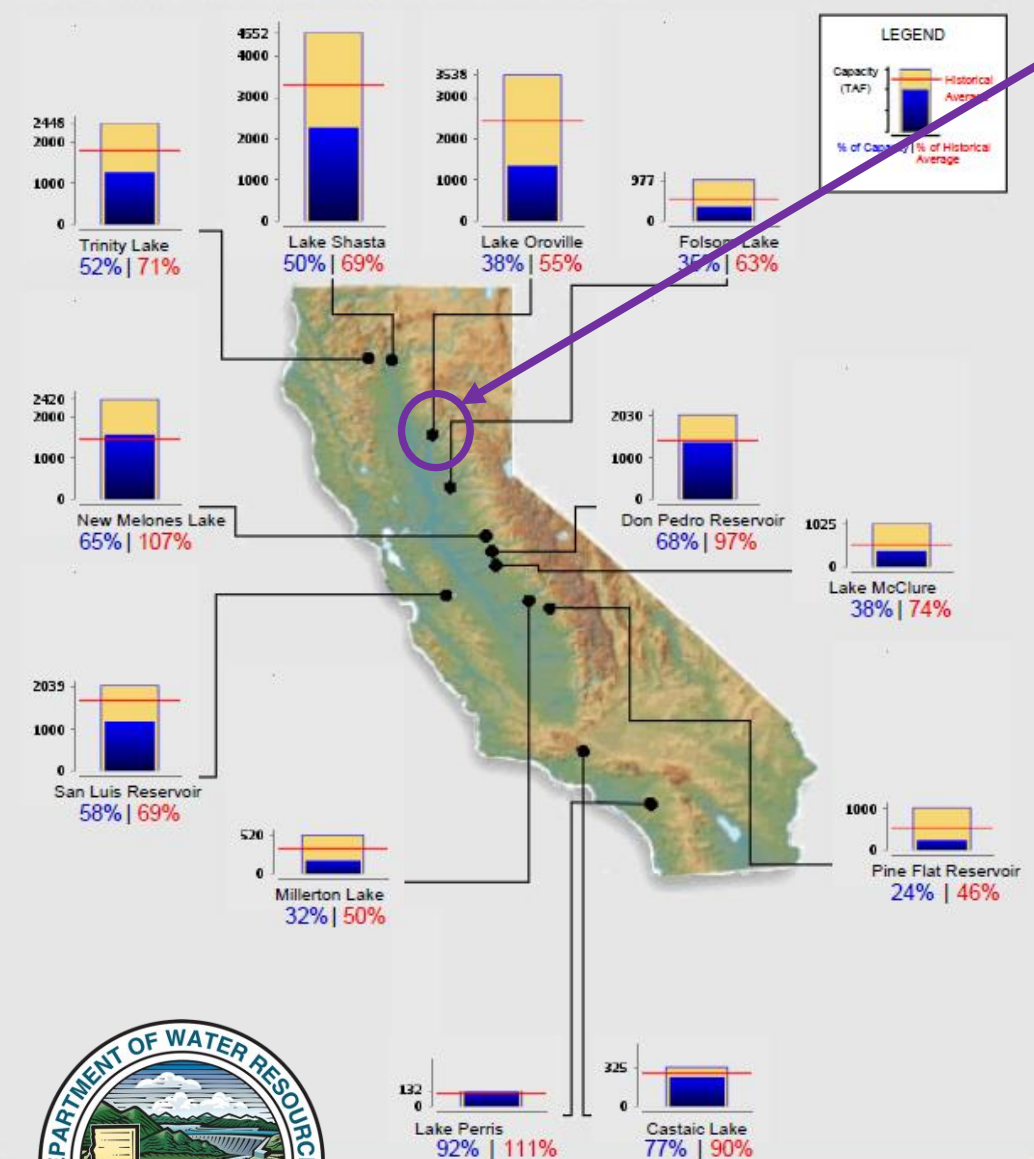
State Precipitation Stations





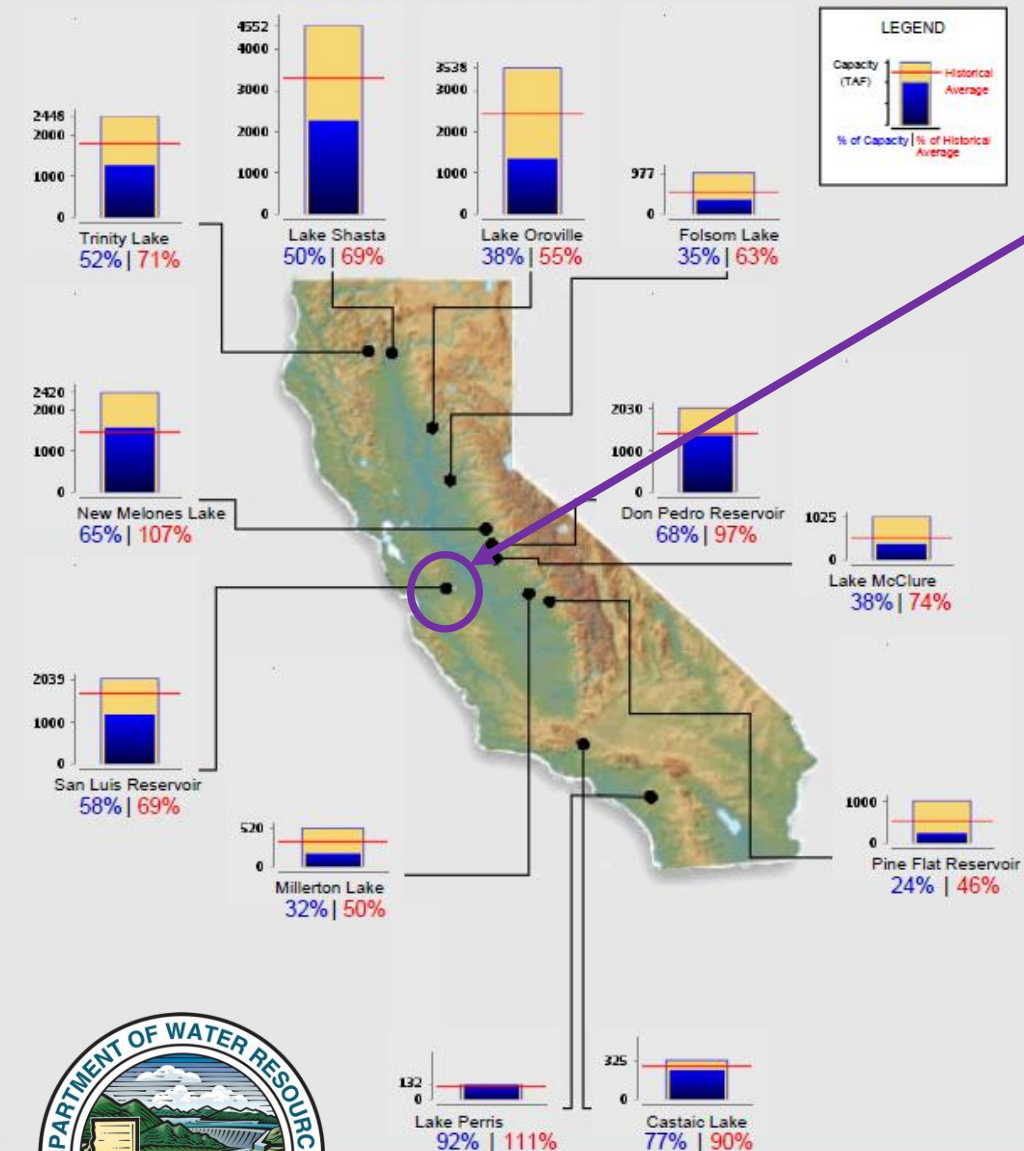
Snow Content

CURRENT RESERVOIR CONDITIONS

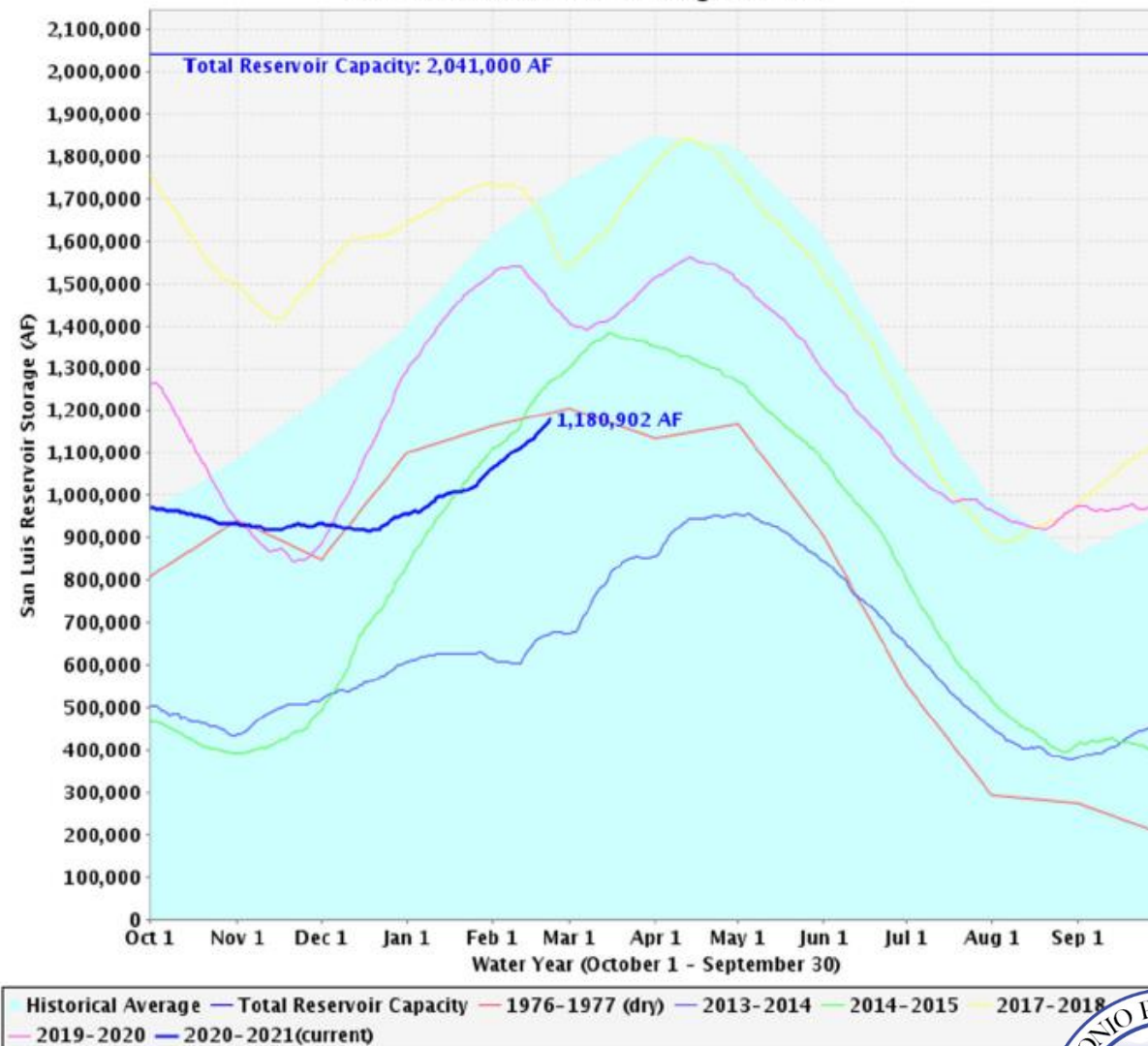


Reservoir Levels

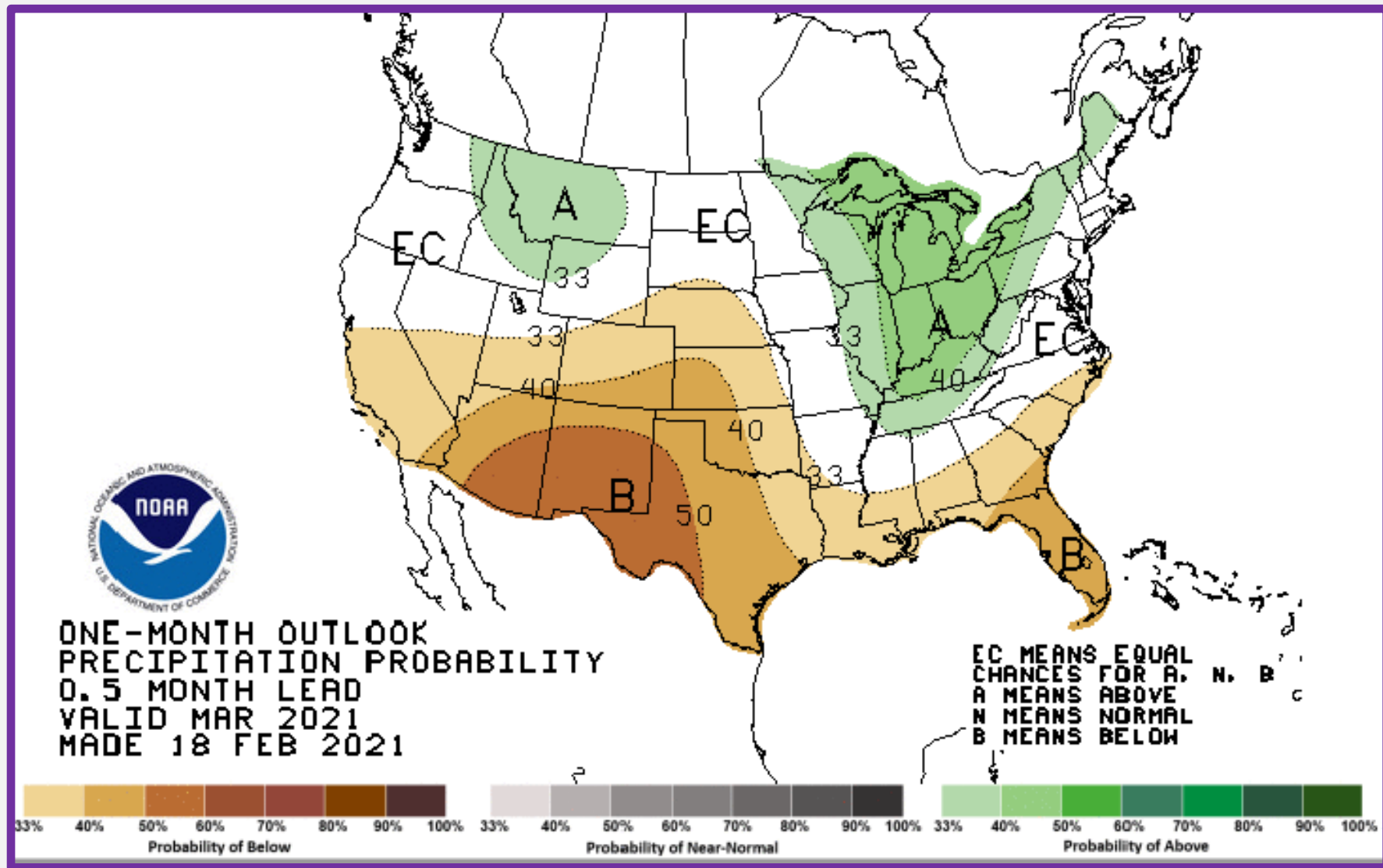
CURRENT RESERVOIR CONDITIONS



San Luis Reservoir Storage Levels



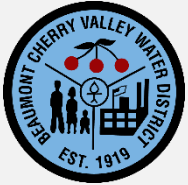
Reservoir Levels



30-Day Precipitation Outlook



Total Current Order: 12,920 AF



BCVWD

- 12,500 AF
 - 10,000 AF (*Demands*)
 - 2,500 AF (*Banking*)



YVWD

- 220 AF



City of Banning

- 200 AF



SGPWA

- TBD (Future Supply)



Water Order 2021

NOTICE TO STATE WATER PROJECT CONTRACTORS



Date: DECEMBER 1, 2020

Number: 20-06

Subject: 2021 State Water Project Initial Allocation – 10 Percent

From:



Ted Craddock
Deputy Director, State Water Project
Department of Water Resources

The Department of Water Resources (DWR) is initially approving 422,848 acre-feet (AF) of Table A water for the long-term State Water Project (SWP) contractors in 2021. SWP supplies are projected to meet 10 percent of most SWP contractors' requests for Table A water, which totals to be 4,172,786 AF. Attached is the initial 2021 SWP allocation table.

This initial allocation is made consistent with the long-term water supply contracts and public policy. DWR's approval considered several factors including existing storage in SWP conservation reservoirs, SWP operational constraints such as the conditions of the 2019 Biological Opinions for federally-listed species, the 2020 Incidental Take Permit for State-listed species and the 2021 SWP contractors' demands. DWR may revise this and any subsequent allocations if warranted by the developing hydrologic and water supply conditions.

To develop the 10 percent schedule, DWR will scale down the current long-term SWP contractors' 15 percent schedules that were submitted in October 2020 (as part of the initial requests), unless SWP contractors submit updated schedules. DWR will send the approved monthly water delivery schedules to the long-term SWP contractors.



Current Allocation 10% (1,730 AF)



**Beaumont-Cherry Valley Water District
Regular Board Meeting
March 10, 2021**

Item 5

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: **Resolution 2021-__:** Approving the Cooperative Agreement for Beaumont Master Drainage Plan Line 16 Project between Beaumont-Cherry Valley Water District and Riverside County Flood Control and Water Conservation District

Staff Recommendation

Adopt Resolution 2021-__: Approving the Cooperative Agreement for Beaumont Master Drainage Plan Line 16 Project between Beaumont-Cherry Valley Water District and Riverside County Flood Control and Water Conservation District.

Summary

District staff has previously discussed the MDP Line 16 Storm Drain Project with the Board on several occasions in order to keep the Board apprised of the Project status relating to the design, funding requirements and Project timeline. One item of importance which has been outstanding, is the finalization of the Cooperative (Co-Op) Agreement between Beaumont-Cherry Valley Water District (BCVWD) and Riverside County Flood Control & Water Conservation District (RCFC&WCD).

On February 17, 2021, District staff participated in a meeting with RCFC&WCD staff to review all the recent changes to the Co-Op Agreement, in which RCFC&WCD provided an updated version of the Co-Op Agreement (Attachment 1 – Draft Co-Op Agreement, dated February 17, 2021). After further review of the February 17, 2021 Draft Co-Op Agreement, BCVWD's Legal Counsel expressed additional concerns that were reviewed with the Board of Directors during the February 25, 2021 Engineering Workshop. Additionally, the Board also expressed additional concerns in said draft Agreement.

The concerns expressed by BCVWD Legal Counsel and the Board of Directors have been addressed by RCFC&WCD and District staff have marked the locations where additional or modified language addresses those concerns on Attachment 2 – Final Co-Op Agreement, dated March 04, 2021).

District staff and RCFC&WCD have finished the design efforts with the design consultant to keep the project moving ahead. Both parties understand that this project is expecting to receive Proposition 84 funding contingent upon the project being constructed by end of September 2022, and administrative project close-out tasks completed by December 2022. The Proposition 84 funding timelines were allowed to be extended by 1 year due to the Apple and El Dorado Fires in 2020.

District staff anticipates receiving final plans from RCFC&WCD within the coming weeks. RCFC&WCD staff has identified to District staff that the project could be ready for bid by the end of April 2021. Additionally, District staff has continued its participation in regularly occurring



meetings (conference calls) with RCFC&WCD and the design consultant to keep the project on-track and moving ahead.

Attachments:

1. Attachment 1 – Draft Co-Op Agreement – Dated February 17, 2021
2. Attachment 2 – Final Co-Op Agreement – Dated March 04, 2021
3. Resolution 2021-__: Approving the Cooperative Agreement for Beaumont Master Drainage Plan Line 16 Project between Beaumont-Cherry Valley Water District and Riverside County Flood Control and Water Conservation District

Staff Report prepared by Mark Swanson, Senior Engineer and Erica Gonzales, Administrative Assistant

**ATTACHMENT 3 - DRAFT CO-OP AGREEMENT
DATED FEBRUARY 17, 2021**

COOPERATIVE AGREEMENT
Beaumont MDP Line 16, Stage 50
(Also known as Recharge Basin Feeder)
Project No. 5-0-00201

This Cooperative Agreement ("Agreement"), dated as of _____, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"), hereby agree as follows:

RECITALS

A. DISTRICT has been awarded a 2015 Integrated Regional Water Management Grant ("IRWM GRANT") from the Santa Ana Watershed Project Authority (SAWPA), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006). The IRWM GRANT award is approximately one million two hundred twenty thousand dollars (\$1,220,000) for the construction of Beaumont MDP Line 16; and

B. Beaumont MDP Line 16 consists of (i) approximately 5,700 lineal feet of an underground storm drain system to be constructed in Grand Avenue and outlets at the westerly end of Grand Avenue into the BCVWD basin ("STORM DRAIN"), and (ii) approximately 1,070 lineal feet of 24-inch, and 172 lineal feet of 36-inch reinforced concrete pipes, beginning approximately at Sta. 23+00 and progresses downstream ("FEEDER LINE"), as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN is the construction of (i) approximately 16 lineal feet of 18-inch and approximately 72 lineal feet of 24-inch reinforced concrete pipes, beginning upstream at Bellflower Avenue and progress downstream to approximately Sta. 23+00; grated drop inlets in Bellflower Avenue; modified manhole with gated

valve in Grand Avenue located upstream of FEEDER LINE ("FEEDER LINE EXTENSION") and (ii) certain storm water recharge infiltration facilities improvements consisting of enhanced spillways, recharge ponds, connector pipes, emergency drains and modification of emergency outlet structure(s) located within BCVWD's Noble Creek Recharge Facility Phase II ("NCRF-PH.II"). Emergency drains and outlet structure(s) will interconnect between existing basins and will ultimately connect to the DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL"). FEEDER LINE EXTENSION and NCRF-PH.II are hereinafter called "BCVWD FACILITIES"; and

D. Together STORM DRAIN, FEEDER LINE and BCVWD FACILITIES are hereinafter called "PROJECT"; and

E. DISTRICT is willing to incorporate the BCVWD FACILITIES as part of its construction contract for PROJECT; and

F. Construction of PROJECT will reduce the demand for imported water and provide necessary flood protection and drainage for a portion of the Cherry Valley community, located north of the City of Beaumont within the County of Riverside; and

G. DISTRICT is willing, pursuant to California Water Code Appendix 48-1 et seq., to contribute funding for the construction of PROJECT which benefits the zone in which the PROJECT is located; and

H. BCVWD is willing to prepare, or cause to be prepared, the necessary plans and specifications for the BCVWD FACILITIES; and

I. DISTRICT is willing to allow BCVWD to provide input to DISTRICT consultant and engineer for record, JLC Engineering and Consulting, Inc. (JLC), to prepare the necessary plans and specifications for BCVWD FACILITIES, which includes design of the outlet to NOBLE CREEK CHANNEL, design of modifications to pond transfer pipes, and preparation

of all necessary technical report providing calculations, hydraulic modeling, and other parameters documenting the design approach and operations. DISTRICT intends to amend JLC's scope of work to include the services that are deemed necessary to design the BCVWD FACILITIES as identified and directed by BCVWD and DISTRICT; and

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J. BCVWD is willing to reimburse DISTRICT for JLC's costs in preparing the necessary plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120), hereinafter called "BCVWD DESIGN COST"; and

K. Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded cost share contribution, as provided in this agreement for an estimated total PROJECT cost of Six Million Five Hundred Thousand Dollars (\$6,500,000), hereinafter called ("ESTIMATED CONSTRUCTION COST"); and

L. PROJECT construction costs are set forth herein and subject to the not to exceed amount provided herein:

(i) One hundred percent (100%) of the lowest responsible bid contract price for the PROJECT ("CONSTRUCTION COST"), plus any DISTRICT approved construction contract change orders ("CHANGE ORDERS"). Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COST"; and

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M. If ACTUAL CONSTRUCTION COST exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD is willing to enter into a negotiation with the intent of completing an addendum setting forth additional priority funding required to complete PROJECT construction; and

N. The IRWM GRANT would fund a portion of the CONSTRUCTION COST for PROJECT, while requiring local funding to complete the PROJECT. The IRWM GRANT further required DISTRICT and BCVWD to jointly complete the design and construction of PROJECT by September 30, 2021, however, this completion date has been extended to September 30, 2022, due to local area emergency activities and associated impacts. The CONSTRUCTION COST minus IRWM GRANT of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000) will result in a total cost shared for the PROJECT, hereinafter called "SHARED COST"; and

O. BCVWD and DISTRICT wishes to jointly partner in the funding of PROJECT by providing a financial contribution of fifty percent (50%) of the SHARED COST, as set forth in Recital N; and

P. BCVWD is willing to reimburse DISTRICT for fifty (50%) of the remainder of SHARED COST ("BCVWD CONTRIBUTION"), provided that the ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000); and

Q. If the IRWM GRANT is not disbursed, SHARED COST will become equal to ACTUAL CONSTRUCTION COST. DISTRICT's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thousand Dollars (\$3,400,000), hereinafter called "DISTRICT CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above). BCVWD's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thirty Eight Thousand One Hundred Twenty Dollars (\$3,438,120), hereinafter called "BCVWD CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above); and

R. Prior to advertising PROJECT for construction bids, BCVWD shall prepare, subject to DISTRICT approval, a comprehensive operation and maintenance plan (O&M PLAN) for the BCVWD FACILITIES setting forth the maintenance responsibilities of the parties for the PROJECT; and

S. All parties recognize that, DISTRICT and BCVWD share routine maintenance responsibilities between the FEEDER LINE and FEEDER LINE EXTENSION as explicitly defined in Recitals B and C above. BCVWD is responsible to monitor the debris and sediment flowing in the grated inlets in Bellflower Avenue and keep the FEEDER LINE EXTENSION clean of debris and sediment. In the event debris and sediment flow is eminent and the grated inlets in Bellflower Avenue cannot be protected from entering the FEEDER LINE EXTENSION, BCVWD shall immediately close the gate valve in the modified manhole located at approximately Station 23+00 to protect the debris and sediment from clogging the DISTRICT's FEEDER LINE. Failure by BCVWD to close the gate valve in a timely manner resulting in clogging of the DISTRICT's FEEDER LINE, will trigger additional maintenance costs that shall be borne solely by BCVWD; and

T. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and BCVWD with respect to design, construction, inspection, ownership, operation and maintenance, and funding of PROJECT construction.

NOW, THEREFORE, in consideration of the preceding recitals which are true and correct and incorporated into the operative provisions below and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I – DISTRICT OBLIGATIONS

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Review and approve the O&M PLAN as it pertains to BCVWD FACILITIES and the DISTRICT's flood control operations of the NOBLE CREEK CHANNEL.

3. Prepare or cause to be prepared, STORM DRAIN construction plans and specifications ("STORM DRAIN PLANS").

4. Amend JLC's scope of work to include the design, plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).

5. Upon execution of this Agreement, issue the first invoice to BCVWD for BCVWD DESIGN COST in the amount of Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).

6. Include the BCVWD approved and signed BCVWD FACILITIES as part of DISTRICT's construction contract for PROJECT.

7. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any Federal, State and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional

Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

8. Advertise, award and administer a public works construction contract for PROJECT .

9. Provide BCVWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to BCVWD shall include the Contractor's actual bid amounts for BCVWD FACILITIES.

10. Pursuant to the successful bidder's proposal to construct the PROJECT, issue a second invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000), at the time of providing written notice to BCVWD of the award of a construction contract, as set forth in Section I.9.

11. Prior to commencing construction, schedule and conduct a pre-construction meeting between DISTRICT and other affected entities. DISTRICT shall also notify and invite BCVWD personnel to attend the PROJECT pre-construction meeting.

12. Notify BCVWD in writing at least fourteen (14) working days prior to the start of construction of the BCVWD FACILITIES.

13. Furnish BCVWD, at the time of providing written notice for the pre-construction meeting as set forth in Section I.12., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

14. Not permit any change to, or modification of, the BCVWD FACILITIES without the prior written permission and consent of BCVWD.

15. Construct, or cause to be constructed, PROJECT, including BCVWD FACILITIES and pay its respective shared costs associated herewith.

16. Inspect, or cause to be inspected, construction of PROJECT.

17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and BCVWD employees on the site.

18. Require its construction contractor(s) to include BCVWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include BCVWD as a third party beneficiary of any and all warranties of the contractor's work with regard to the BCVWD FACILITIES.

19. Once PROJECT construction progress payment nears thirty percent (30%), issue a third invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000).

1

20. Keep an accurate accounting of all DISTRICT approved (and BCVWD reviewed and accepted) change orders and other such construction contract documents as may be necessary, to establish the ACTUAL CONSTRUCTION COST, and include this with a copy of DISTRICT's Notice of Completion, as set forth in Section I.22.

21. Upon completion of PROJECT construction, issue a fourth invoice to BCVWD for the remainder of BCVWD CONTRIBUTION, unless otherwise adjusted by successful negotiation of an addendum for additional priority funds as described in Recital M.

22. Within fourteen (14) working days of completing BCVWD FACILITIES construction, provide BCVWD with written notice that construction is complete and requesting that BCVWD conduct final inspections of BCVWD FACILITIES.

23. Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.22. In the event ACTUAL CONSTRUCTION COST exceeds

Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD will negotiate an addendum for additional priority funding in accordance with Recital M. DISTRICT will issue a final invoice to BCVWD for its fifty percent (50%) cost share of the difference as set forth in said future addendum. If applicable, DISTRICT will return any unexpended BCVWD CONTRIBUTIONS to BCVWD.

24. Upon BCVWD's acceptance of BCVWD FACILITIES for ownership, operation and maintenance, provide BCVWD with a reproducible duplicate set of "Record Drawings" of STORM DRAIN PLANS and BCVWD FACILITIES.

25. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN and FEEDER LINE.

26. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Prepare or cause to be prepared: (i) BCVWD FACILITIES utilizing JLC's services as set forth in Section I.4 and (ii) the O&M PLAN, and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

3. The O&M PLAN shall clearly show that the NCRF-PH.II basins will reserve a storage volume to ensure no discharge occurs to the NOBLE CREEK CHANNEL from storms up to and including the 10-year, 3 hour frequency (determined to be approximately 40 Acre - Feet).

4. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's first invoice for BCVWD DESIGN COST, as set forth in Section I.5.

5. Prior to commencing construction, obtain at its sole cost and expense, any permits, licenses, or other agreements required for water rights related to the PROJECT.

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6. Review and accept any CHANGE ORDERS and other such construction contract documents for PROJECT.

7. Prior to the expiration of REGULATORY PERMITS, obtain renewals for any/all necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the BCVWD FACILITIES ("ONGOING REGULATORY PERMITS"). ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority.

8. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's second invoice, for a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.10.

9. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) and rights required to construct PROJECT within BCVWD jurisdiction and/or on BCVWD properties.

10. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's third invoice, for a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.19.

11. Inspect the construction of PROJECT, including BCVWD FACILITIES, for quality control purposes at its sole cost. DISTRICT and BCVWD hereby pledge to work together cooperatively to inspect construction improvements for BCVWD FACILITIES. However, DISTRICT personnel shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and implementation of BCVWD FACILITIES.

12. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's fourth invoice, for the remainder of BCVWD CONTRIBUTION, as set forth in Section I.21.

13. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of BCVWD FACILITIES.

14. Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.22 and I.23, pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's final invoice, for its cost share of the excess amount, if applicable and as adjusted by successful negotiation of addendum as set forth in Recital M. In the event ACTUAL CONSTRUCTION COSTS are less than the ESTIMATED CONSTRUCTION COSTS, DISTRICT shall return any unexpended funds to BCVWD within forty-five (45) working days as described in Section I.23.

15. Upon its determination that BCVWD FACILITIES is satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of BCVWD FACILITIES.

16. Grant DISTRICT, by execution of this Agreement, the right to construct, and inspect PROJECT, and maintain STORM DRAIN within BCVWD owned rights of way or easements.

17. Order the relocation of all BCVWD facilities installed by permit or franchise within BCWVD rights of way that are in direct conflict with PROJECT. Said BCVWD facilities shall be relocated at BCVWD's expense. BCVWD shall determine limits of BCVWD facilities requiring relocation.

SECTION III

It is further mutually agreed:

1. ACTUAL CONSTRUCTION COST for PROJECT shall not exceed a total sum of Six Million Eight Hundred Thousand Dollars (\$6,800,000) and shall be used solely for the purpose of constructing PROJECT as set forth herein.

2. The obligation(s) of the DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the PROJECT. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify BCWVD in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of such DISTRICT notification to BCWVD.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, ownership, operation or maintenance of BCVWD FACILITIES. Nevertheless, DISTRICT and the Riverside County Transportation Department anticipate entering into a separate Cooperative Agreement whereby the two parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.

4. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and BCVWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

5. In the event BCVWD desires to include any additional work as part of the BCVWD FACILITIES construction, BCVWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work requested. Payment for BCVWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

6. DISTRICT and BCVWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

7. DISTRICT shall indemnify, defend, save and hold harmless BCVWD (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to DISTRICT's obligations under this Agreement as set forth in Section I above, DISTRICT's performance under this Agreement, or DISTRICT's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8. BCVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to BCVWD's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to BCVWD's obligations under this Agreement as set forth in Section II above, BCVWD's performance under this Agreement, or BCVWD's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

9. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

10. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design Section

BEAUMONT-CHERRY VALLEY
DISTRICT
560 Magnolia Avenue
Beaumont, CA 92223
Attn: Dan Jagers

11. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. This Agreement is to be construed in accordance with the laws of the State of California. Neither BCVWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

13. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

16. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the

CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
02/17/2021

**BEAUMONT-CHERRY VALLEY WATER
DISTRICT**

By _____
DANIEL K. JAGGERS
General Manager

ATTEST:

ANDY RAMIREZ
BCVWD Board Secretary

By _____

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
02/17/2021

COOPERATIVE AGREEMENT
 Beaumont MDP Line 16, Stage 50
 (Also known as Recharge Basin Feeder)
 Project No. 5-0-00201

This Cooperative Agreement ("Agreement"), dated as of _____, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"), hereby agree as follows:

RECITALS

A. DISTRICT has been awarded a 2015 Integrated Regional Water Management Grant ("IRWM GRANT") from the Santa Ana Watershed Project Authority (SAWPA), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006). The IRWM GRANT award is approximately one million two hundred twenty thousand dollars (\$1,220,000) for the construction of Beaumont MDP Line 16; and

B. Beaumont MDP Line 16 consists of (i) approximately 5,700 lineal feet of an underground storm drain system to be constructed in Grand Avenue and outlets at the westerly end of Grand Avenue into BCVWD basin ("STORM DRAIN"), and (ii) approximately 1,070 lineal feet of 24-inch, and 172 lineal feet of 36-inch reinforced concrete pipes, beginning approximately at Sta. 23+00 and progresses downstream ("FEEDER LINE"), as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN is the construction of (i) approximately 16 lineal feet of 18-inch and approximately 72 lineal feet of 24-inch reinforced concrete pipes, beginning upstream at Bellflower Avenue and progress downstream to approximately Sta. 23+00; grated drop inlets in Bellflower Avenue; modified manhole with gated

valve in Grand Avenue located upstream of FEEDER LINE ("FEEDER LINE EXTENSION") and (ii) certain storm water recharge infiltration facilities improvements consisting of enhanced spillways, recharge ponds, connector pipes, emergency drains and modification of emergency outlet structure(s) located within BCVWD's Noble Creek Recharge Facility Phase II ("NCRF-PH.II"). Emergency drains and outlet structure(s) will interconnect between existing basins and will ultimately connect to DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL"). FEEDER LINE EXTENSION and NCRF-PH.II are hereinafter called "BCVWD FACILITIES"; and

D. Together STORM DRAIN, FEEDER LINE and BCVWD FACILITIES are hereinafter called "PROJECT"; and

E. DISTRICT is willing to incorporate BCVWD FACILITIES as part of its construction contract for PROJECT; and

F. Construction of PROJECT will reduce the demand for imported water and provide necessary flood protection and drainage for a portion of the Cherry Valley community, located north of the City of Beaumont within the County of Riverside; and

G. DISTRICT is willing, pursuant to California Water Code Appendix 48-1 et seq., to contribute funding for the construction of PROJECT which benefits the zone in which the PROJECT is located; and

H. BCVWD is willing to prepare, or cause to be prepared, the necessary plans and specifications for BCVWD FACILITIES; and

I. DISTRICT is willing to allow BCVWD to provide input to DISTRICT consultant and engineer for record, JLC Engineering and Consulting, Inc. (JLC), to prepare the necessary plans and specifications for BCVWD FACILITIES, which includes design of the outlet to NOBLE CREEK CHANNEL, design of modifications to pond transfer pipes, and preparation

of all necessary technical report providing calculations, hydraulic modeling, and other parameters documenting the design approach and operations. DISTRICT intends to amend JLC's scope of work to include the services that are deemed necessary to design BCVWD FACILITIES as identified and directed by BCVWD and DISTRICT; and

J. BCVWD is willing to reimburse DISTRICT for JLC's costs in preparing the necessary plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120), hereinafter called "BCVWD DESIGN COST"; and

K. Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded cost share contribution, as provided in this agreement for an estimated total PROJECT cost of Six Million Five Hundred Thousand Dollars (\$6,500,000), hereinafter called ("ESTIMATED CONSTRUCTION COST"); and

L. PROJECT construction costs are set forth herein and subject to the not to exceed amount provided herein:

(i) One hundred percent (100%) of the lowest responsible bid contract price for the PROJECT ("CONSTRUCTION COST"), plus any DISTRICT approved construction contract change orders ("CHANGE ORDERS"). Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COST"; and

M. If ACTUAL CONSTRUCTION COST exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD is willing to enter into a negotiation with the intent of completing an addendum setting forth additional priority funding required to complete PROJECT construction; and

N. If the ESTIMATED CONSTRUCTION COST for the contract exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), either party to this Agreement may terminate the Agreement within ninety (90) days after opening of the bids and, thereafter, no party shall have any remaining obligation to the other party hereunder; and

O. IRWM GRANT would fund a portion of the CONSTRUCTION COST for PROJECT, while requiring local funding to complete PROJECT. IRWM GRANT further required DISTRICT and BCVWD to jointly complete the design and construction of PROJECT by September 30, 2021, however, this completion date has been extended to September 30, 2022, due to local area emergency activities and associated impacts. CONSTRUCTION COST minus IRWM GRANT of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000) will result in a total cost shared for PROJECT, hereinafter called "SHARED COST"; and

P. BCVWD and DISTRICT wishes to jointly partner in the funding of PROJECT by providing a financial contribution of fifty percent (50%) of SHARED COST, as set forth in Recital O; and

Q. BCVWD is willing to reimburse DISTRICT for fifty (50%) of the remainder of SHARED COST ("BCVWD CONTRIBUTION"), provided that ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000); and

R. If IRWM GRANT is not disbursed, SHARED COST will become equal to ACTUAL CONSTRUCTION COST. DISTRICT's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thousand Dollars (\$3,400,000), hereinafter called "DISTRICT CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above). BCVWD's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million

Four Hundred Thirty Eight Thousand One Hundred Twenty Dollars (\$3,438,120), hereinafter called "BCVWD CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above); and

S. Prior to advertising PROJECT for construction bids, BCVWD shall prepare, subject to DISTRICT approval, a comprehensive operation and maintenance plan (O&M PLAN) for the BCVWD FACILITIES setting forth the maintenance responsibilities of the parties for PROJECT; and

T. All parties acknowledge their routine maintenance responsibilities for STORM DRAIN, FEEDER LINE and BCVWD FACILITIES, as explicitly defined in Recitals B and C above, and further assigned in Sections I.25 and II.15. BCVWD is responsible to monitor the debris and sediment flowing in the grated inlets in Bellflower Avenue and keep FEEDER LINE EXTENSION clean of debris and sediment. In the event debris and sediment flow is eminent and the grated inlets in Bellflower Avenue cannot be protected from entering FEEDER LINE EXTENSION, BCVWD shall immediately close the gate valve in the modified manhole located at approximately Station 23+00 to protect the debris and sediment from clogging the DISTRICT's FEEDER LINE. Failure by BCVWD to close the gate valve in a timely manner resulting in clogging of DISTRICT's FEEDER LINE, will trigger additional maintenance costs that shall be borne solely by BCVWD; and

U. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and BCVWD with respect to design, construction, inspection, ownership, operation and maintenance, and funding of PROJECT construction.

NOW, THEREFORE, in consideration of the preceding recitals which are true and correct and incorporated into the operative provisions below and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I – DISTRICT OBLIGATIONS

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Review and approve O&M PLAN as it pertains to BCVWD FACILITIES and DISTRICT's flood control operations of the NOBLE CREEK CHANNEL.
3. Prepare or cause to be prepared, STORM DRAIN construction plans and specifications ("STORM DRAIN PLANS").
4. Amend JLC's scope of work to include the design, plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
5. Upon execution of this Agreement, issue the first invoice to BCVWD for BCVWD DESIGN COST in the amount of Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
6. Include the BCVWD approved and signed BCVWD FACILITIES as part of DISTRICT's construction contract for PROJECT.
7. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional

Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

8. Advertise, award and administer a public works construction contract for PROJECT .

9. Provide BCVWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to BCVWD shall include the Contractor's actual bid amounts for BCVWD FACILITIES.

10. Pursuant to the successful bidder's proposal to construct PROJECT, issue a second invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000), at the time of providing written notice to BCVWD of the award of a construction contract, as set forth in Section I.9.

11. Prior to commencing construction, schedule and conduct a pre-construction meeting(s) between DISTRICT and other affected entities. DISTRICT shall also notify and invite BCVWD personnel to attend PROJECT pre-construction meeting(s).

12. Notify BCVWD in writing at least fourteen (14) working days prior to the start of construction of BCVWD FACILITIES.

13. Furnish BCVWD, at the time of providing written notice for the pre-construction meeting(s) as set forth in Section I.12., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

14. Not permit any change to, or modification of BCVWD FACILITIES without the prior written permission and consent of BCVWD.

15. Construct or cause to be constructed, PROJECT, including BCVWD FACILITIES and pay its respective shared costs associated herewith.

16. Inspect, or cause to be inspected, construction of PROJECT.
17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and BCVWD employees on the site.
18. Require its construction contractor(s) to include BCVWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include BCVWD as a third party beneficiary of any and all warranties of the contractor's work with regard to BCVWD FACILITIES.
19. Once PROJECT construction progress payment nears thirty percent (30%), issue a third invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000).
20. Keep an accurate accounting of all DISTRICT approved (and BCVWD reviewed and accepted) change orders and other such construction contract documents as may be necessary, to establish ACTUAL CONSTRUCTION COST, and include this with a copy of DISTRICT's Notice of Completion, as set forth in Section I.22.
21. Upon completion of PROJECT construction, issue a fourth invoice to BCVWD for the remainder of BCVWD CONTRIBUTION, unless otherwise adjusted by successful negotiation of an addendum for additional priority funds as described in Recital M.
22. Within fourteen (14) working days of completing BCVWD FACILITIES construction, provide BCVWD with written notice that construction is complete and requesting that BCVWD conduct final inspections of BCVWD FACILITIES.
23. Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.22. In the event ACTUAL CONSTRUCTION COST exceeds

Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD will negotiate an addendum for additional priority funding in accordance with Recital M. DISTRICT will issue a final invoice to BCVWD for its fifty percent (50%) cost share of the difference as set forth in said future addendum. If applicable, DISTRICT will return any unexpended BCVWD CONTRIBUTIONS to BCVWD.

24. Upon BCVWD's acceptance of BCVWD FACILITIES for ownership, operation and maintenance, provide BCVWD with a reproducible duplicate set of "Record Drawings" of STORM DRAIN PLANS and BCVWD FACILITIES.

25. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN and FEEDER LINE.

26. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Prepare or cause to be prepared: (i) BCVWD FACILITIES utilizing JLC's services as set forth in Section I.4 and (ii) the O&M PLAN, and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

3. The O&M PLAN shall clearly show that the NCRF-PH.II basins will reserve a storage volume to ensure no discharge occurs to NOBLE CREEK CHANNEL from storms up to and including the 10-year, 3 hour frequency (determined to be approximately 40 Acre - Feet).
4. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's first invoice for BCVWD DESIGN COST, as set forth in Section I.5.
5. Prior to commencing construction, obtain at its sole cost and expense, any permits, licenses, or other agreements required for water rights related to PROJECT.
6. Review and accept any CHANGE ORDERS and other such construction contract documents for PROJECT.
7. Prior to the expiration of REGULATORY PERMITS, obtain renewals for any/all necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the BCVWD FACILITIES ("ONGOING REGULATORY PERMITS"). ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority.
8. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's second invoice, for a partial payment of BCWVD CONTRIBUTION, as set forth in Section I.10.
9. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) and rights required to construct PROJECT within BCVWD jurisdiction and/or on BCVWD properties.

10. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's third invoice, for a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.19.

11. Inspect the construction of PROJECT, including BCVWD FACILITIES, for quality control purposes at its sole cost. DISTRICT and BCVWD hereby pledge to work together cooperatively to inspect construction improvements for BCVWD FACILITIES. However, DISTRICT personnel shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and implementation of BCVWD FACILITIES.

12. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's fourth invoice, for the remainder of BCVWD CONTRIBUTION, as set forth in Section I.21.

13. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of BCVWD FACILITIES.

14. Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.22 and I.23, pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's final invoice, for its cost share of the excess amount, if applicable and as adjusted by successful negotiation of addendum as set forth in Recital M. In the event ACTUAL CONSTRUCTION COSTS are less than the ESTIMATED CONSTRUCTION COSTS, DISTRICT shall return any unexpended funds to BCVWD within forty-five (45) working days as described in Section I.23.

15. Upon its determination that BCVWD FACILITIES is satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of BCVWD FACILITIES.

16. Grant DISTRICT, by execution of this Agreement, the right to construct, and inspect PROJECT and maintain STORM DRAIN within BCVWD owned rights of way or easements.

17. Order the relocation of all BCVWD facilities installed by permit or franchise within BCVWD rights of way that are in direct conflict with PROJECT. Said BCVWD facilities shall be relocated at BCVWD's expense. BCVWD shall determine limits of BCVWD facilities requiring relocation.

SECTION III

It is further mutually agreed:

1. ACTUAL CONSTRUCTION COST for PROJECT shall not exceed a total sum of Six Million Eight Hundred Thousand Dollars (\$6,800,000) and shall be used solely for the purpose of constructing PROJECT as set forth herein.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, ownership, operation or maintenance of BCVWD FACILITIES. Nevertheless, DISTRICT and the Riverside County Transportation Department anticipate entering into a separate Cooperative Agreement whereby the two parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.

3. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and BCVWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

4. In the event BCVWD desires to include any additional work as part of BCVWD FACILITIES construction, BCVWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work

requested. Payment for BCVWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

5. DISTRICT and BCVWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

6. DISTRICT shall indemnify, defend, save and hold harmless BCVWD (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to DISTRICT's obligations under this Agreement as set forth in Section I above, DISTRICT's performance under this Agreement, or DISTRICT's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

7. BCVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to BCVWD's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to

BCVWD's obligations under this Agreement as set forth in Section II above, BCVWD's performance under this Agreement, or BCVWD's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

9. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design Section

BEAUMONT-CHERRY VALLEY
DISTRICT
560 Magnolia Avenue
Beaumont, CA 92223
Attn: Dan Jagers

10. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. This Agreement is to be construed in accordance with the laws of the State of California. Neither BCVWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be

construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

14. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
03/03/2021

**BEAUMONT-CHERRY VALLEY WATER
DISTRICT**

By _____
DANIEL K. JAGGERS
General Manager

ATTEST:

ANDY RAMIREZ
BCVWD Board Secretary

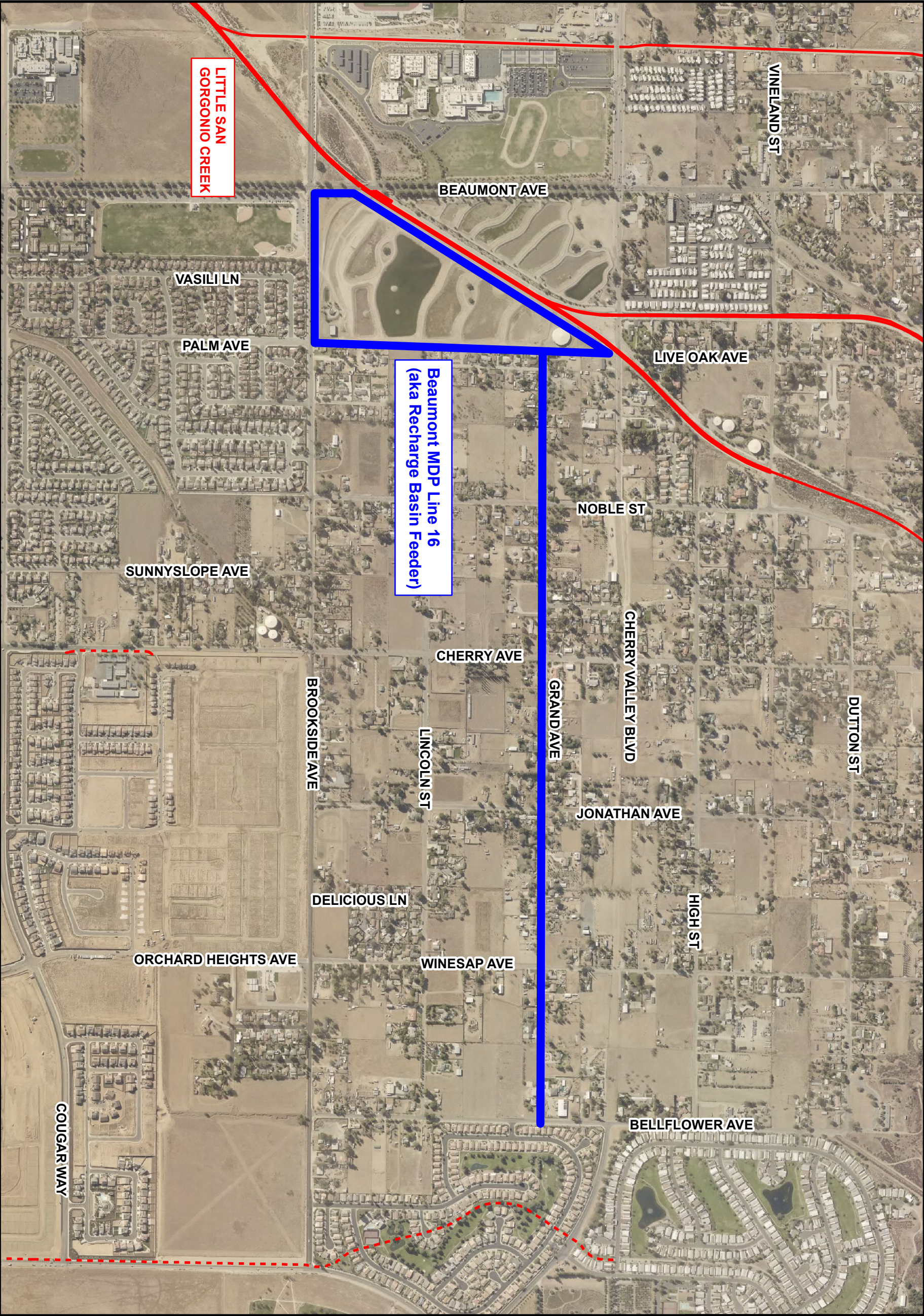
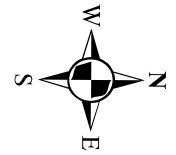
By _____

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
03/03/2021



EXHIBIT A
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201



Legend:

- Proposed Facility
- Existing Open Channel Facility

RESOLUTION 2021-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT TO
AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A
COOPERATIVE AGREEMENT WITH RIVERSIDE COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT
FOR THE CONSTRUCTION OF MASTER DRAINAGE PLAN
LINE 16**

WHEREAS, Grand Avenue in the Community of Cherry Valley has historically had inadequate drainage and is subject to flooding with little amounts of rain; and

WHEREAS, Riverside County Flood Control and Water Conservation District (RCFC&WCD) has included in their Master Drainage Plan (MDP), Line 16 for construction; and

WHEREAS, Beaumont-Cherry Valley Water District (BCVWD) would like to capture the water runoff from the storm drain for recharge and sustainability; and

WHEREAS, it is essential that BCVWD enter into a Cooperative Agreement with RCFC&WCD in order to construct and maintain MDP Line 16 for storm water collection and runoff,

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

1. The Board of Directors Adopts Resolution 2021-__ : Approving the Cooperative Agreement for Beaumont Master Drainage Plan Line 16 Project between Beaumont-Cherry Valley Water District and Riverside County Flood Control and Water Conservation District; and
2. The General Manager is authorized to execute the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District. This authorization will be rescinded if the Cooperative Agreement is not executed by both parties within one hundred eighty (180) days of the date of this resolution.

ADOPTED this _____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Daniel Slawson, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District

Director Andy Ramirez, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District

Attachment: Cooperative Agreement for Beaumont Master Drainage Plan Line 16 Project between Beaumont-Cherry Valley Water District and Riverside County Flood Control and Water Conservation District

COOPERATIVE AGREEMENT
 Beaumont MDP Line 16, Stage 50
 (Also known as Recharge Basin Feeder)
 Project No. 5-0-00201

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RECITALS

A. DISTRICT has been awarded a 2015 Integrated Regional Water Management Grant ("IRWM GRANT") from the Santa Ana Watershed Project Authority (SAWPA), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006). The IRWM GRANT award is approximately one million two hundred twenty thousand dollars (\$1,220,000) for the construction of Beaumont MDP Line 16; and

B. Beaumont MDP Line 16 consists of (i) approximately 5,700 lineal feet of an underground storm drain system to be constructed in Grand Avenue and outlets at the westerly end of Grand Avenue into BCVWD basin ("STORM DRAIN"), and (ii) approximately 1,070 lineal feet of 24-inch, and 172 lineal feet of 36-inch reinforced concrete pipes, beginning approximately at Sta. 23+00 and progresses downstream ("FEEDER LINE"), as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN is the construction of (i) approximately 16 lineal feet of 18-inch and approximately 72 lineal feet of 24-inch reinforced concrete pipes, beginning upstream at Bellflower Avenue and progress downstream to approximately Sta. 23+00; grated drop inlets in Bellflower Avenue; modified manhole with gated

valve in Grand Avenue located upstream of FEEDER LINE ("FEEDER LINE EXTENSION") and (ii) certain storm water recharge infiltration facilities improvements consisting of enhanced spillways, recharge ponds, connector pipes, emergency drains and modification of emergency outlet structure(s) located within BCVWD's Noble Creek Recharge Facility Phase II ("NCRF-PH.II"). Emergency drains and outlet structure(s) will interconnect between existing basins and will ultimately connect to DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL"). FEEDER LINE EXTENSION and NCRF-PH.II are hereinafter called "BCVWD FACILITIES"; and

D. Together STORM DRAIN, FEEDER LINE and BCVWD FACILITIES are hereinafter called "PROJECT"; and

E. DISTRICT is willing to incorporate BCVWD FACILITIES as part of its construction contract for PROJECT; and

F. Construction of PROJECT will reduce the demand for imported water and provide necessary flood protection and drainage for a portion of the Cherry Valley community, located north of the City of Beaumont within the County of Riverside; and

G. DISTRICT is willing, pursuant to California Water Code Appendix 48-1 et seq., to contribute funding for the construction of PROJECT which benefits the zone in which the PROJECT is located; and

H. BCVWD is willing to prepare, or cause to be prepared, the necessary plans and specifications for BCVWD FACILITIES; and

I. DISTRICT is willing to allow BCVWD to provide input to DISTRICT consultant and engineer for record, JLC Engineering and Consulting, Inc. (JLC), to prepare the necessary plans and specifications for BCVWD FACILITIES, which includes design of the outlet to NOBLE CREEK CHANNEL, design of modifications to pond transfer pipes, and preparation

of all necessary technical report providing calculations, hydraulic modeling, and other parameters documenting the design approach and operations. DISTRICT intends to amend JLC's scope of work to include the services that are deemed necessary to design BCVWD FACILITIES as identified and directed by BCVWD and DISTRICT; and

J. BCVWD is willing to reimburse DISTRICT for JLC's costs in preparing the necessary plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120), hereinafter called "BCVWD DESIGN COST"; and

K. Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded cost share contribution, as provided in this agreement for an estimated total PROJECT cost of Six Million Five Hundred Thousand Dollars (\$6,500,000), hereinafter called ("ESTIMATED CONSTRUCTION COST"); and

L. PROJECT construction costs are set forth herein and subject to the not to exceed amount provided herein:

(i) One hundred percent (100%) of the lowest responsible bid contract price for the PROJECT ("CONSTRUCTION COST"), plus any DISTRICT approved construction contract change orders ("CHANGE ORDERS"). Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COST"; and

M. If ACTUAL CONSTRUCTION COST exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD is willing to enter into a negotiation with the intent of completing an addendum setting forth additional priority funding required to complete PROJECT construction; and

N. If the ESTIMATED CONSTRUCTION COST for the contract exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), either party to this Agreement may terminate the Agreement within ninety (90) days after opening of the bids and, thereafter, no party shall have any remaining obligation to the other party hereunder; and

O. IRWM GRANT would fund a portion of the CONSTRUCTION COST for PROJECT, while requiring local funding to complete PROJECT. IRWM GRANT further required DISTRICT and BCVWD to jointly complete the design and construction of PROJECT by September 30, 2021, however, this completion date has been extended to September 30, 2022, due to local area emergency activities and associated impacts. CONSTRUCTION COST minus IRWM GRANT of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000) will result in a total cost shared for PROJECT, hereinafter called "SHARED COST"; and

P. BCVWD and DISTRICT wishes to jointly partner in the funding of PROJECT by providing a financial contribution of fifty percent (50%) of SHARED COST, as set forth in Recital O; and

Q. BCVWD is willing to reimburse DISTRICT for fifty (50%) of the remainder of SHARED COST ("BCVWD CONTRIBUTION"), provided that ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000); and

R. If IRWM GRANT is not disbursed, SHARED COST will become equal to ACTUAL CONSTRUCTION COST. DISTRICT's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thousand Dollars (\$3,400,000), hereinafter called "DISTRICT CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above). BCVWD's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million

Four Hundred Thirty Eight Thousand One Hundred Twenty Dollars (\$3,438,120), hereinafter called "BCVWD CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above); and

S. Prior to advertising PROJECT for construction bids, BCVWD shall prepare, subject to DISTRICT approval, a comprehensive operation and maintenance plan (O&M PLAN) for the BCVWD FACILITIES setting forth the maintenance responsibilities of the parties for PROJECT; and

T. All parties acknowledge their routine maintenance responsibilities for STORM DRAIN, FEEDER LINE and BCVWD FACILITIES, as explicitly defined in Recitals B and C above, and further assigned in Sections I.25 and II.15. BCVWD is responsible to monitor the debris and sediment flowing in the grated inlets in Bellflower Avenue and keep FEEDER LINE EXTENSION clean of debris and sediment. In the event debris and sediment flow is eminent and the grated inlets in Bellflower Avenue cannot be protected from entering FEEDER LINE EXTENSION, BCVWD shall immediately close the gate valve in the modified manhole located at approximately Station 23+00 to protect the debris and sediment from clogging the DISTRICT's FEEDER LINE. Failure by BCVWD to close the gate valve in a timely manner resulting in clogging of DISTRICT's FEEDER LINE, will trigger additional maintenance costs that shall be borne solely by BCVWD; and

U. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and BCVWD with respect to design, construction, inspection, ownership, operation and maintenance, and funding of PROJECT construction.

NOW, THEREFORE, in consideration of the preceding recitals which are true and correct and incorporated into the operative provisions below and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I – DISTRICT OBLIGATIONS

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Review and approve O&M PLAN as it pertains to BCVWD FACILITIES and DISTRICT's flood control operations of the NOBLE CREEK CHANNEL.
3. Prepare or cause to be prepared, STORM DRAIN construction plans and specifications ("STORM DRAIN PLANS").
4. Amend JLC's scope of work to include the design, plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
5. Upon execution of this Agreement, issue the first invoice to BCVWD for BCVWD DESIGN COST in the amount of Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
6. Include the BCVWD approved and signed BCVWD FACILITIES as part of DISTRICT's construction contract for PROJECT.
7. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional

Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

8. Advertise, award and administer a public works construction contract for PROJECT .

9. Provide BCVWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to BCVWD shall include the Contractor's actual bid amounts for BCVWD FACILITIES.

10. Pursuant to the successful bidder's proposal to construct PROJECT, issue a second invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000), at the time of providing written notice to BCVWD of the award of a construction contract, as set forth in Section I.9.

11. Prior to commencing construction, schedule and conduct a pre-construction meeting(s) between DISTRICT and other affected entities. DISTRICT shall also notify and invite BCVWD personnel to attend PROJECT pre-construction meeting(s).

12. Notify BCVWD in writing at least fourteen (14) working days prior to the start of construction of BCVWD FACILITIES.

13. Furnish BCVWD, at the time of providing written notice for the pre-construction meeting(s) as set forth in Section I.12., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

14. Not permit any change to, or modification of BCVWD FACILITIES without the prior written permission and consent of BCVWD.

15. Construct or cause to be constructed, PROJECT, including BCVWD FACILITIES and pay its respective shared costs associated herewith.

16. Inspect, or cause to be inspected, construction of PROJECT.
17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and BCVWD employees on the site.
18. Require its construction contractor(s) to include BCVWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include BCVWD as a third party beneficiary of any and all warranties of the contractor's work with regard to BCVWD FACILITIES.
19. Once PROJECT construction progress payment nears thirty percent (30%), issue a third invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000).
20. Keep an accurate accounting of all DISTRICT approved (and BCVWD reviewed and accepted) change orders and other such construction contract documents as may be necessary, to establish ACTUAL CONSTRUCTION COST, and include this with a copy of DISTRICT's Notice of Completion, as set forth in Section I.22.
21. Upon completion of PROJECT construction, issue a fourth invoice to BCVWD for the remainder of BCVWD CONTRIBUTION, unless otherwise adjusted by successful negotiation of an addendum for additional priority funds as described in Recital M.
22. Within fourteen (14) working days of completing BCVWD FACILITIES construction, provide BCVWD with written notice that construction is complete and requesting that BCVWD conduct final inspections of BCVWD FACILITIES.
23. Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.22. In the event ACTUAL CONSTRUCTION COST exceeds

Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD will negotiate an addendum for additional priority funding in accordance with Recital M. DISTRICT will issue a final invoice to BCVWD for its fifty percent (50%) cost share of the difference as set forth in said future addendum. If applicable, DISTRICT will return any unexpended BCVWD CONTRIBUTIONS to BCVWD.

24. Upon BCVWD's acceptance of BCVWD FACILITIES for ownership, operation and maintenance, provide BCVWD with a reproducible duplicate set of "Record Drawings" of STORM DRAIN PLANS and BCVWD FACILITIES.

25. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN and FEEDER LINE.

26. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Prepare or cause to be prepared: (i) BCVWD FACILITIES utilizing JLC's services as set forth in Section I.4 and (ii) the O&M PLAN, and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

3. The O&M PLAN shall clearly show that the NCRF-PH.II basins will reserve a storage volume to ensure no discharge occurs to NOBLE CREEK CHANNEL from storms up to and including the 10-year, 3 hour frequency (determined to be approximately 40 Acre - Feet).
4. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's first invoice for BCVWD DESIGN COST, as set forth in Section I.5.
5. Prior to commencing construction, obtain at its sole cost and expense, any permits, licenses, or other agreements required for water rights related to PROJECT.
6. Review and accept any CHANGE ORDERS and other such construction contract documents for PROJECT.
7. Prior to the expiration of REGULATORY PERMITS, obtain renewals for any/all necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the BCVWD FACILITIES ("ONGOING REGULATORY PERMITS"). ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority.
8. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's second invoice, for a partial payment of BCWVD CONTRIBUTION, as set forth in Section I.10.
9. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) and rights required to construct PROJECT within BCVWD jurisdiction and/or on BCVWD properties.

10. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's third invoice, for a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.19.

11. Inspect the construction of PROJECT, including BCVWD FACILITIES, for quality control purposes at its sole cost. DISTRICT and BCVWD hereby pledge to work together cooperatively to inspect construction improvements for BCVWD FACILITIES. However, DISTRICT personnel shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and implementation of BCVWD FACILITIES.

12. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's fourth invoice, for the remainder of BCVWD CONTRIBUTION, as set forth in Section I.21.

13. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of BCVWD FACILITIES.

14. Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.22 and I.23, pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's final invoice, for its cost share of the excess amount, if applicable and as adjusted by successful negotiation of addendum as set forth in Recital M. In the event ACTUAL CONSTRUCTION COSTS are less than the ESTIMATED CONSTRUCTION COSTS, DISTRICT shall return any unexpended funds to BCVWD within forty-five (45) working days as described in Section I.23.

15. Upon its determination that BCVWD FACILITIES is satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of BCVWD FACILITIES.

16. Grant DISTRICT, by execution of this Agreement, the right to construct, and inspect PROJECT and maintain STORM DRAIN within BCVWD owned rights of way or easements.

17. Order the relocation of all BCVWD facilities installed by permit or franchise within BCVWD rights of way that are in direct conflict with PROJECT. Said BCVWD facilities shall be relocated at BCVWD's expense. BCVWD shall determine limits of BCVWD facilities requiring relocation.

SECTION III

It is further mutually agreed:

1. ACTUAL CONSTRUCTION COST for PROJECT shall not exceed a total sum of Six Million Eight Hundred Thousand Dollars (\$6,800,000) and shall be used solely for the purpose of constructing PROJECT as set forth herein.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, ownership, operation or maintenance of BCVWD FACILITIES. Nevertheless, DISTRICT and the Riverside County Transportation Department anticipate entering into a separate Cooperative Agreement whereby the two parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.

3. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and BCVWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

4. In the event BCVWD desires to include any additional work as part of BCVWD FACILITIES construction, BCVWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work

requested. Payment for BCVWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

5. DISTRICT and BCVWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

6. DISTRICT shall indemnify, defend, save and hold harmless BCVWD (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to DISTRICT's obligations under this Agreement as set forth in Section I above, DISTRICT's performance under this Agreement, or DISTRICT's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

7. BCVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to BCVWD's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to

BCVWD's obligations under this Agreement as set forth in Section II above, BCVWD's performance under this Agreement, or BCVWD's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

9. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design Section

BEAUMONT-CHERRY VALLEY
DISTRICT
560 Magnolia Avenue
Beaumont, CA 92223
Attn: Dan Jagers

10. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. This Agreement is to be construed in accordance with the laws of the State of California. Neither BCVWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

12. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be

construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

14. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
03/03/2021

**BEAUMONT-CHERRY VALLEY WATER
DISTRICT**

By _____
DANIEL K. JAGGERS
General Manager

ATTEST:

ANDY RAMIREZ
BCVWD Board Secretary

By _____

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
03/03/2021

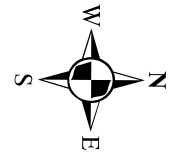
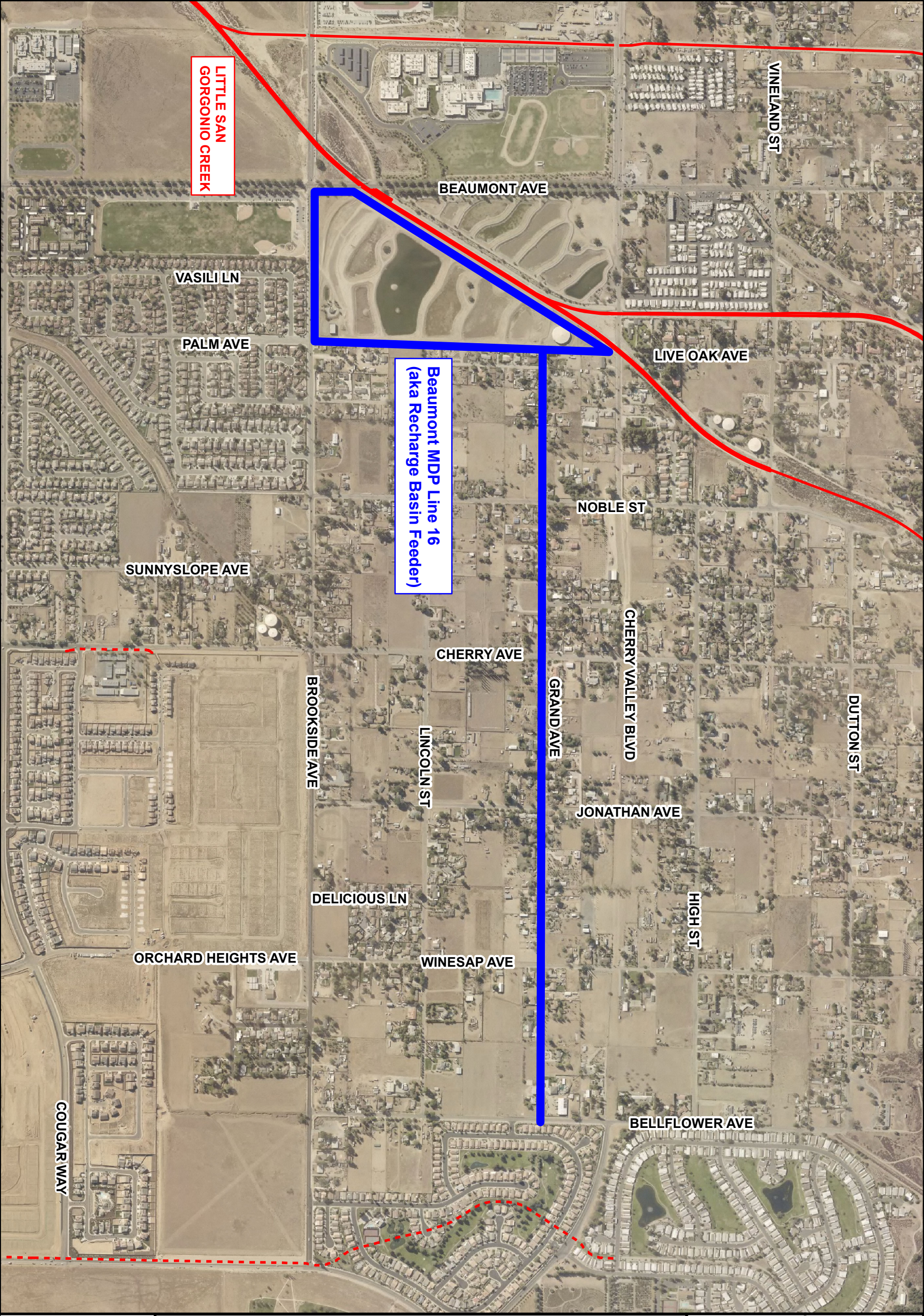


EXHIBIT A
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201



Legend:

- Proposed Facility
- Existing Open Channel Facility