



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

**NOTICE AND AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
ENGINEERING WORKSHOP  
Thursday, May 27, 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=SXlzMFZCMGh0YTFlL2tnUGlpU3h0UT09>

*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 Hoffman**

**Announcement of Teleconference  
Participation**

**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 which are not on the agenda. 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. **Water Supply in California (No Staff Report)**
  - a. **Update on the Delta Conveyance project**
  - b. **Status of Drought Conditions**
3. **Resolution 2021-\_\_ : Revising the District's Salary Schedule and Organization Chart** (pages 5 - 20)
4. **Contract with Redistricting Insights for Demography Services for the 2020 Census Redistricting of Divisional Boundaries in an Amount Not to Exceed \$34,000** (pages 21 - 48)
5. **Award a Contract to Best Drilling and Pump, Inc. in an Amount Not to Exceed \$76,989 for Well 14 – Well and Well Pumping Unit Rehabilitation and Repair** (pages 49 - 51)
6. **Approve Expenditures in an Amount Not to Exceed \$200,000 for a Pipeline Replacement within Antonelle Court between Pennsylvania Avenue and Cherry Avenue in the City of Beaumont** (pages 52 - 56)
7. **Consideration of California Environmental Quality Act (CEQA) Categorical Exemption and Notice for Exemption for the Pipeline Replacement Project located within Antonelle Court between Pennsylvania Avenue and Cherry Avenue in the City of Beaumont** (pages 57 - 60)
8. **Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07** (No Staff Report)
9. **Status of Declared Local Emergencies related to Fires**
  - a. **Impact of the Apple Fire pursuant to Resolution 2020-17** (No Staff Report)
  - b. **Impact of the El Dorado Fire pursuant to Resolution 2020-20** (No Staff Report)
10. **General Manager's Report**
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
- Legal update on Drought Conditions in the West

**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:

- District Offices will be closed Monday, May 31, 2021 in observance of Memorial Day
- Beaumont Basin Watermaster Committee: Wednesday, Jun. 2, 2021 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, Jun. 3, 2021 at 3 p.m.
- Personnel Committee Meeting: Monday, Jun. 21, 2021 at 6 p.m.
- Engineering Workshop: Thursday, Jun. 24, 2021 at 6 p.m.
- Collaborative Agencies Committee: Wednesday, Jul. 7, 2021 at 5 p.m.

**13. Closed Session**

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54947  
Title: General Manager

**14. Report on Closed Session**

**15. 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 from the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available from the District Office in the Board Room of the District's Office. Materials may also be available on the District’s website: [www.bcvwd.org](http://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](mailto:info@bcvwd.org) or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

## CERTIFICATION OF POSTING

I certify that on or before May 24, 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)).

William Clayton

Digitally signed by William Clayton  
DN: cn=William Clayton, o=Beaumont-  
Cherry Valley Water District, ou,  
email=william.clayton@bcvwd.org, c=US  
Date: 2021.05.20 17:02:15 -0700'

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William Clayton  
Acting Director of Finance and Administration



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 27, 2021**

Item 3

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Resolution 2021-\_\_:** Revising the District's Salary Schedule and Organization Chart

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**Staff Recommendation**

Adopt Resolution 2021-\_\_: Revising the District's Salary Schedule and Organization Chart

**Background**

At its meeting of May 12, 2021, the Board requested that staff provide the final Account Clerk and Accounting Technician Job Descriptions before approval of the recommended changes to the District's Organization Chart removing the Account Clerk and adding the Accounting Technician. Said Job Descriptions are attached herewith as Attachments 6 and 7.

The Account Clerk position was adopted in the existing 2021 Salary Schedule (**Attachment 4**), as a Part-Time position, and budgeted for 28 hours per week. The original intent of the budgeted 2021 Account Clerk position proposed by the Director of Finance and Administrative Services was to save the cost of health insurance benefits to the District for this position by classifying it as a part-time position. However, the District is a member of CalPERS, the California Public Employees' Retirement System, and staff have confirmed that CalPERS requires the following:

Employees are eligible [for health insurance] if they:

- Have a permanent appointment or a limited term appointment with a duration of more than six months and,
- Work at least 1,000 hours per year (work more than 19.23 hours in a week for 52 weeks)

Certain employees are not eligible for CalPERS health benefits. Ineligible employees include:

- Those working less than 1,000 hours per year (work less than 19.23 hours in a week for 52 weeks)
- Those whose appointment lasts less than six months
- Those whose job classification is Limited-Term Intermittent (seasonal or temporary)

Therefore, an Account Clerk hired for this position as stated (28 hours) would become eligible for health benefits, which are not currently included in the adopted budget for this position. There is no current incumbent for the Account Clerk position. Further, the Director of Finance and Administrative Services recently confirmed with Staff that the anticipated plan for the Account Clerk position was to propose this position be redefined as a full-time position in 2022.



## **Summary**

Staff currently identifies that this position or a similar position (i.e., Proposed Account Technician Position) demand more than the budgeted 28 hours per week currently budgeted to meet the business needs of the department. The Finance and Administrative Services department has experienced some recent changes in staffing and leaves of absence which have left the department short-handed. Before this occurred, it was determined that there was a requirement of at least 28 hours per week to complete Accounts Payable tasks. However, this time allotment did not account for required training time, time required to respond to requests, or time to support other functions of the department, such as the annual audit, budget proposal activities, or increased activities with the addition of recycled water. Increasing the status of the position to full-time would benefit the efficiency of the Finance and Administrative Services department.

Offering a full-time position, as opposed to part-time, can help the District attract and keep top performers especially with the desire to increase the position to full time in 2022. A secondary consideration to this is that if the part-time position were to be filled in the near term by an employee who desired no more than part-time hours, a potential conflict could exist when the determination is made that the position requires full-time hours. As the District's population served continues to grow to build out, it is anticipated that the needs of the District will adjust accordingly.

Additionally, the Account Clerk position is an entry-level position which does not require extensive accounting experience and requires close supervision by management staff to direct activities (**Attachment 6**). This position replaced a 2020 Accounting Technician classification, which was a journeyman-level position capable of completing accounting work independently with a higher level of technical expertise and autonomy (**Attachment 7**). A full-time, journeyman-level classification would be able to meet the needs of the department and be able to support accounting functions for the District more successfully.

District staff have reevaluated the needs of the Accounting Department and have determined that the Account Clerk classification does not currently meet the needs of the department. District staff recommends that the Board adopt a revised Salary Schedule (**Attachments 2 and 4**) and Organization Chart (**Attachments 3 and 5**).

## **Fiscal Impact**

This Resolution, if adopted, would require changes to the Finance and Administrative Services department budget with the use of mid-year transfers due to the increased labor, health care, and other benefit costs. There is no additional retirement benefit cost, other than the proportionate increase related to the increase in hours. See Table 1 below for costs related to different Part-Time and Full-Time scenarios below.



Table 1 - Payroll Budget Expense Scenarios

Scenarios:	Positions	Hourly	Labor Expense	Standard benefits	CalPERS Retire	CalPERS Health	Life & AD&D	Vacation	Sick	Total Cost
1	Accounting Technician	\$ 32.50	\$ 67,600	\$ 8,785	\$ 5,863	\$ 26,832	\$ 444	\$ 3,250	\$ 3,153	\$ 115,927
	Account Clerk	\$ 29.02	\$ 29,019	\$ 3,771	\$ 2,517	\$ -	\$ -	\$ -	\$ -	\$ 35,307
2	Accounting Technician	\$ 32.50	\$ 67,600	\$ 8,785	\$ 5,863	\$ 26,832	\$ 444	\$ 3,250	\$ 3,153	\$ 115,927
	Account Clerk	\$ 29.02	\$ 42,253	\$ 5,491	\$ 3,665	\$ 26,832	\$ -	\$ -	\$ -	\$ 78,241
3	Accounting Technician	\$ 32.50	\$ 67,600	\$ 8,785	\$ 5,863	\$ 26,832	\$ 444	\$ 3,250	\$ 3,153	\$ 115,927
	Account Clerk	\$ 29.02	\$ 60,362	\$ 7,844	\$ 5,235	\$ 26,832	\$ 444	\$ 3,250	\$ 3,153	\$ 107,120

**Scenarios:**

- 1: 19.23 hours/week (1,000 hours/52 weeks)
- 2: 28 hours/week (2021 Budget)
- 3: 40 hours/week (full time accruals)

All Scenarios:

- Timeframe: Annual
- Hourly Step 5 of 2021 Salary Schedule
- Standard Benefits: Social Security, Medicare, EAP, Workers' Comp., UI
- CalPERS Retire: PEPRA rate (will be higher for Classic member)
- Accounting Technician Listed at 40 hours regular full time

**Attachments**

1. Proposed Resolution 2021-\_\_ Revising the District's Salary Schedule and Organization Chart
2. Exhibit A – Proposed 2021 Salary Schedule
3. Exhibit B – Draft 2021 Organization Chart
4. Current 2021 Salary Schedule
5. Current 2021 Organization Chart
6. Account Clerk Job Description
7. Accounting Technician Job Description

Staff Report prepared by Sabrina Foley, Human Resources Coordinator

**RESOLUTION 2021-\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
BEAUMONT-CHERRY VALLEY WATER DISTRICT  
REVISING THE DISTRICT'S SALARY SCHEDULE AND  
ORGANIZATION CHART EFFECTIVE MAY 27, 2021**

**WHEREAS**, it is determined to be in the best interest of the Beaumont-Cherry Valley Water District ("District") to hire and compensate employees to perform desired essential functions and responsibilities; and

**WHEREAS**, The District's Personnel Policies and Procedures provides that classification titles and pay ranges shall be established from time to time upon adoption of a resolution by the Board of Directors; and

**WHEREAS**, the Board of Directors of the District has adopted a salary schedule and organizational chart effective January 1, 2021; and

**WHEREAS**, The District has proposed the creation of one new classification, Accounting Technician, which will replace the existing classification, Account Clerk (Part-time), for inclusion in the Salary Schedule; and

**WHEREAS**, The District has proposed edits to the District Organization Chart to reflect these changes; and

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

1. The Salary Schedule referenced by Exhibit A and the Organization Chart referenced as Exhibit B are hereby adopted effective May 27, 2021.
2. The Salary Schedule referenced by Exhibit A and the Organization Chart referenced as Exhibit B hereby supersede those adopted by the Board with Resolution 2020-26.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

\_\_\_\_\_  
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

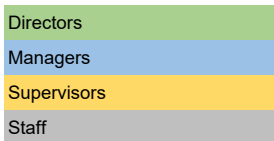
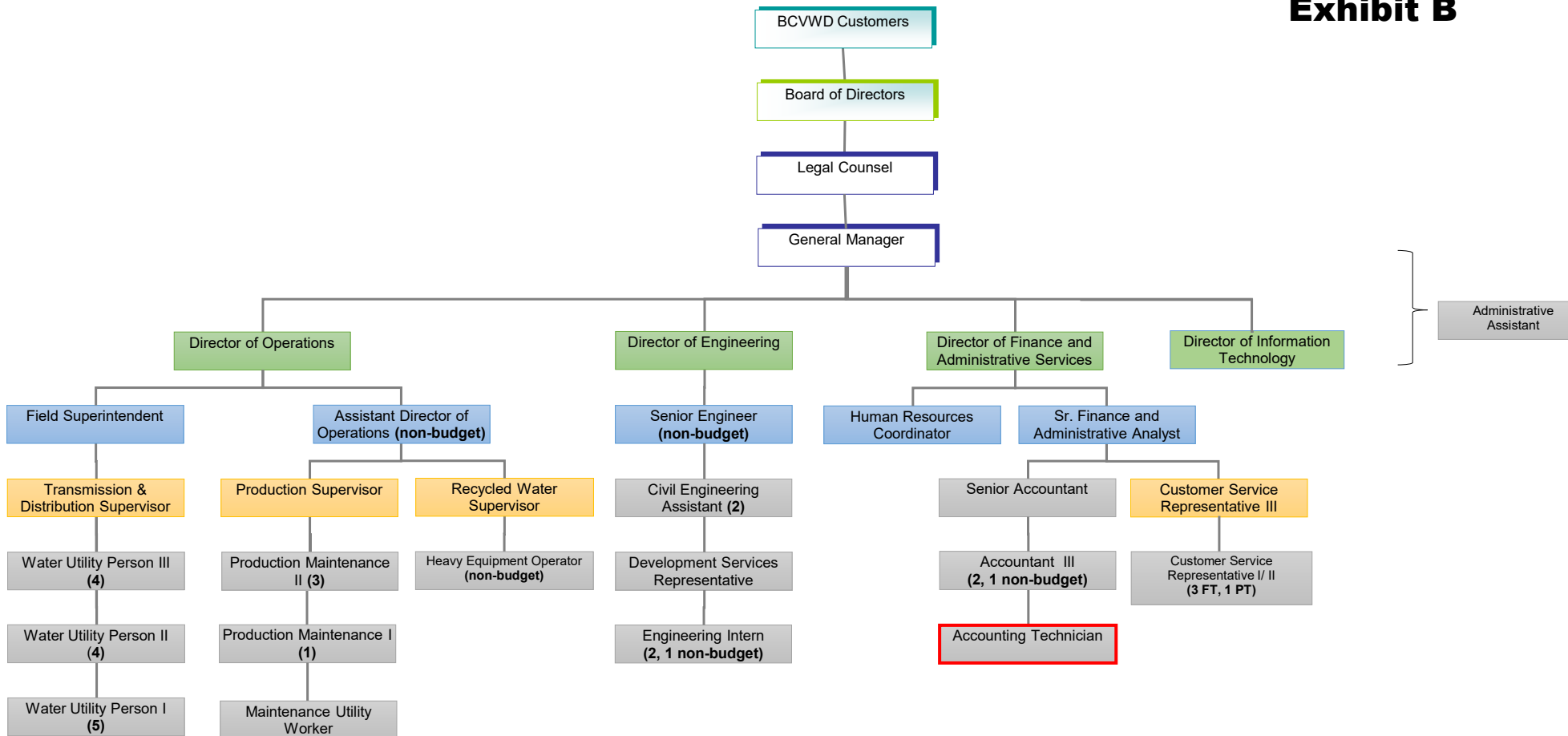


# Exhibit A

Beaumont-Cherry Valley Water District Salary Schedule							
Effective: TBD Classification	Hourly Rates					Annual Range	
	1	2	3	4	5		
<del>Account Clerk I</del>	<del>23.88</del>	<del>25.07</del>	<del>26.32</del>	<del>27.64</del>	<del>29.02</del>	<del>34,769.28</del>	<del>42,253.12</del>
Accountant III	35.30	37.06	38.91	40.86	42.90	73,424.00	89,232.00
<b>Accounting Technician</b>	<b>26.73</b>	<b>28.07</b>	<b>29.47</b>	<b>30.98</b>	<b>32.50</b>	<b>55,598.40</b>	<b>67,600.00</b>
Administrative Assistant	22.23	23.34	24.51	25.74	27.03	46,238.40	56,222.40
Assistant Director of Operations	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80
Civil Engineering Assistant	34.10	35.80	37.59	37.47	41.44	70,928.00	86,195.20
Customer Service Representative I ( <i>Part-Time</i> )	17.65	18.53	19.46	20.43	21.45	25,698.40	31,231.20
Customer Service Representative I	17.65	18.53	19.46	20.43	21.45	36,712.00	44,616.00
Customer Service Representative II	20.76	21.80	22.89	24.03	25.23	43,180.80	52,478.40
Customer Service Representative III	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60
Development Services Representative	25.20	26.46	27.78	29.17	30.63	52,416.00	63,710.40
Director of Engineering	70.22	73.73	77.42	81.29	85.35	146,057.60	177,528.00
Director of Finance and Administrative Services	62.80	65.94	69.24	72.70	76.34	130,624.00	158,787.20
Director of Information Technology	56.23	59.04	61.99	65.09	68.34	116,958.40	142,147.20
Director of Operations	61.35	64.42	67.64	71.02	74.57	127,608.00	155,105.60
Engineering Intern	15.00	15.75	16.54	17.37	18.24	31,200.00	37,939.20
Field Superintendent	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80
General Manager	contract rate increased by COLA				112.75		234,520.00
Heavy Equipment Operator (1000 HR)	31.27	32.83	34.47	36.19	38.00	65,041.60	79,040.00
Human Resources Coordinator	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60
Maintenance Utility Worker	21.50	22.58	23.71	24.90	26.15	44,720.00	54,392.00
Production Maintenance I	21.17	22.23	23.34	24.51	25.74	44,033.60	53,539.20
Production Maintenance II	25.95	27.25	28.61	30.04	31.54	53,976.00	65,603.20
Production Supervisor	34.27	35.98	37.78	39.67	41.65	71,281.60	86,632.00
Recycled Water Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20
Senior Accountant	37.06	38.91	40.86	42.90	45.04	77,084.80	93,683.20
Senior Engineer	58.51	61.44	64.51	67.74	71.13	121,700.80	147,950.40
Sr. Finance and Administrative Analyst	41.29	43.35	45.52	47.80	50.19	85,883.20	104,395.20
Transmission & Distribution Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20
Water Utility Person I	18.56	19.49	20.46	21.48	22.55	38,604.80	46,904.00
Water Utility Person II	21.83	22.92	24.07	25.27	26.53	45,406.40	55,182.40
Water Utility Person III	24.52	25.75	27.04	28.39	29.81	51,001.60	62,004.80
Board of Directors	\$260 per day for meeting attendance in accordance with District rules						

DRAFT-BCVWD Organization Chart 2021

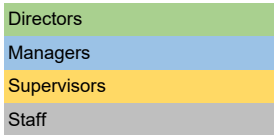
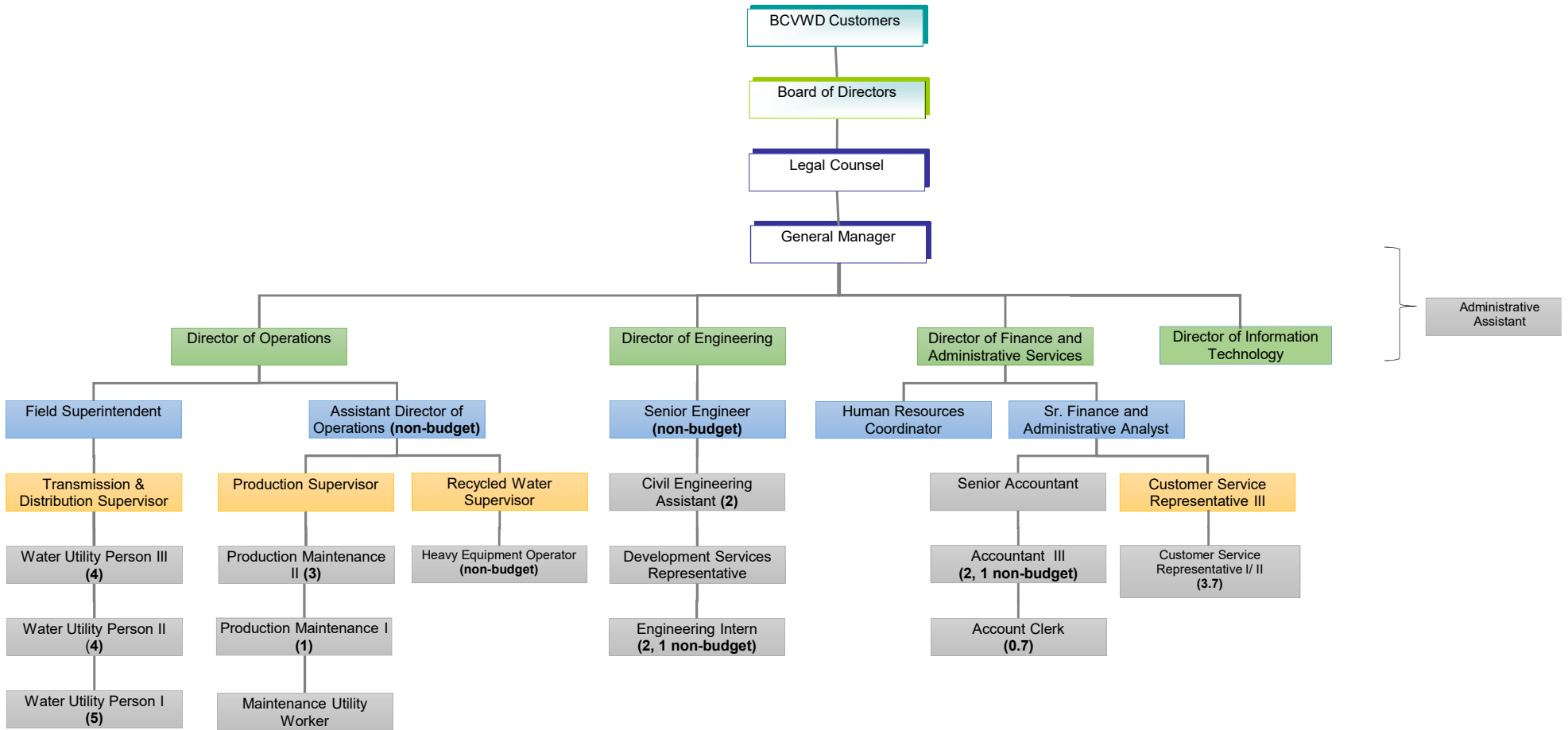
Exhibit B



Effective TBD

## Attachment 4 - Current

<b>Beaumont-Cherry Valley Water District Salary Schedule</b>							
<b>Effective: January 1, 2021</b>	<b>Hourly Rates</b>					<b>Annual Range</b>	
<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>		
Account Clerk ( <i>Part Time</i> )	23.88	25.07	26.32	27.64	29.02	34,769.28	42,253.12
Accountant III	35.30	37.06	38.91	40.86	42.90	73,424.00	89,232.00
Administrative Assistant	22.23	23.34	24.51	25.74	27.03	46,238.40	56,222.40
Assistant Director of Operations	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80
Civil Engineering Assistant	34.10	35.80	37.59	39.47	41.44	70,928.00	86,195.20
Customer Service Representative I ( <i>Part Time</i> )	17.65	18.53	19.46	20.43	21.45	25,698.40	31,231.20
Customer Service Representative I	17.65	18.53	19.46	20.43	21.45	36,712.00	44,616.00
Customer Service Representative II	20.76	21.80	22.89	24.03	25.23	43,180.80	52,478.40
Customer Service Representative III	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60
Development Services Representative	25.20	26.46	27.78	29.17	30.63	52,416.00	63,710.40
Director of Engineering	70.22	73.73	77.42	81.29	85.35	146,057.60	177,528.00
Director of Finance and Administrative Services	62.80	65.94	69.24	72.70	76.34	130,624.00	158,787.20
Director of Information Technology	56.23	59.04	61.99	65.09	68.34	116,958.40	142,147.20
Director of Operations	61.35	64.42	67.64	71.02	74.57	127,608.00	155,105.60
Engineering Intern	15.00	15.75	16.54	17.37	18.24	31,200.00	37,939.20
Field Superintendent	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80
General Manager	contract rate increased by COLA				112.75		234,520.00
Heavy Equipment Operator (1000 HR)	31.27	32.83	34.47	36.19	38.00	65,041.60	79,040.00
Human Resource Coordinator	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60
Maintenance Utility Worker	21.50	22.58	23.71	24.90	26.15	44,720.00	54,392.00
Production Maintenance I	21.17	22.23	23.34	24.51	25.74	44,033.60	53,539.20
Production Maintenance II	25.95	27.25	28.61	30.04	31.54	53,976.00	65,603.20
Production Supervisor	34.27	35.98	37.78	39.67	41.65	71,281.60	86,632.00
Recycled Water Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20
Senior Accountant	37.06	38.91	40.86	42.90	45.04	77,084.80	93,683.20
Senior Engineer	58.51	61.44	64.51	67.74	71.13	121,700.80	147,950.40
Sr. Finance and Administrative Analyst	41.29	43.35	45.52	47.80	50.19	85,883.20	104,395.20
Transmission & Distribution Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20
Water Utility Person I	18.56	19.49	20.46	21.48	22.55	38,604.80	46,904.00
Water Utility Person II	21.83	22.92	24.07	25.27	26.53	45,406.40	55,182.40
Water Utility Person III	24.52	25.75	27.04	28.39	29.81	51,001.60	62,004.80
Board of Directors	\$200 per day for meeting attendance in accordance with District rules						



Effective 01/01/2021



**BCVWD Invites applications for the position of:**

## **Account Clerk (*Part-Time*)**

Opening Date: 4/7/2021	Closing Date: Open Until Filled
Department: Finance & Administration	FLSA Status: Non-Exempt
Salary: \$28.88 - \$29.02 Hourly	\$34,769.28 - \$42,253.12 Annually
Hours: 28 hours per week	

### **JOB SUMMARY**

Under general supervision, performs a variety of routine accounting, clerical and data entry work in preparation, posting, maintenance and/or reconciliation of financial, accounting, inventory and/or statistical records, as well as other duties as assigned.

Account Clerk is an entry level position and works under close supervision in performing tasks of a routine and repetitive nature in computing, posting, and verifying accounting and numerical data. Assignments may become more complex and varied as greater experience and proficiency are acquired.

Exercises no direct supervision over staff.

### **ESSENTIAL FUNCTIONS**

*The duties and responsibilities below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties. Some of the duties include, but are not limited to the following:*

1. Posts, verifies and balances various accounts; gathers, sorts and researches records and files to provide factual data, and traces discrepancies to reconcile accounts
2. Provides billing, payment and other accounting information to customers, vendors, District personnel and others; acts as relief Customer Service I/Receptionist as assigned.
3. Prepares daily cash deposits as required.
4. Prepares recurring journal entries.
5. Researches and compiles relevant information for Accounts Receivable accounts as assigned.
6. Prepares, reviews, and verifies purchase orders, vendor invoices and related documentation, and confirms authorization.
7. Prepares reporting documentation related to payables matters, such as information pertaining to sales tax returns; process payments; compile routine reports related to assigned activity.
8. Maintains sub-system and/or subsidiary ledger functions and performs reconciliations with general ledger accounts associated with Accounts Payable processes; generates and prepares reports including but not limited to Vendor Activity, Account Analysis, and Proof List, as required in area of assigned functional responsibility.
9. Reviews and classifies documents for proper account documentation, codes information according to established District procedures.
10. Prepares and balances batch posting controls to sub-systems and general ledger entries; prepares adjustments, transfers and/or corrections to close and/or balance accounts.



## **BCVWD Invites applications for the position of: Account Clerk (*Part-Time*)**

11. Collects, sorts, and distributes incoming and outgoing mail and various accounting reports and documents; prepares office correspondence, scans, and faxes documents.
12. Performs data entry functions and operates an on-line interactive computer terminal or computer.
13. Routinely uses a full range of spreadsheet computer software applications.
14. Operates a variety of standard and specialized office equipment; performs related general clerical work such as typing, filing, proofing, photocopying, and collating.
15. Maintains accuracy and integrity of accounting systems and documents.
16. Communicates with supervisor regarding deviations, problems, and unfamiliar situations for decision or help.
17. Uses initiative in carrying out recurring assignments independently without specific instruction.
18. Prioritizes tasks and assignments to meet deadlines under direction of supervisor.
19. Creates and maintains an organized workspace and work files.
20. Performs other duties as assigned.

### **DESIRED MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

1. Standard office procedures, methods, and computer equipment
2. Fundamental principles and procedures of fiscal record keeping
3. Basic accounting and mathematical principles
4. Principles and techniques used in dealing with the public

#### **Ability to:**

1. Work independently within established procedures
2. Understand and follow verbal and written directions
3. Learn and apply pertinent Federal, State and local laws, rules and regulations including District policy
4. Review situations involved in fiscal, financial and statistical record keeping systems and resolve them through application of District policy
5. Make arithmetical calculations quickly and accurately
6. Perform clerical, financial record keeping work
7. Understand, apply and detect errors in specific segment of a record keeping system
8. Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of the work
9. Communicate clearly and concisely, both orally and in writing
10. Deal tactfully and courteously with internal and external customers
11. Meet established deadlines
12. Maintain safe work practices

#### **Skills in:**

1. Operation of a variety of office equipment
2. Intermediate Microsoft Office Suite, including Excel, Outlook and Word
3. Typing and data entry
4. Bookkeeping, Accounts Payable and Accounts Receivable



## **BCVWD Invites applications for the position of: Account Clerk (*Part-Time*)**

### **Education, Training and Experience:**

*Any combination of education, experience and training that would likely provide the required knowledge, skills and abilities is qualifying. The incumbent will possess the most desirable combination of training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:*

- High School Diploma or equivalent, supplemented by specialized coursework in accounting, business practices and/or accounts payable
- 1-2 years of general clerical experience
- Data processing experience
- Experience in governmental accounting and practices is desirable.

### **Licenses, Certificates, Special Requirements:**

A valid California driver's license and ability to maintain insurability under the District's Vehicle Insurance Policy.

### **PHYSICAL AND MENTAL DEMANDS AND WORK ENVIRONMENT**

*The physical and mental demands and the work environment characteristics described here are representative of those required for the performance of job duties. The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations to enable individuals with disabilities to perform the essential functions will be considered on a case-by-case basis.*

#### **Physical Demands:**

While performing the essential functions of this class, the employee is regularly required to sit for prolonged periods in a stationary position, stand and walk; talk and hear, in person, in meetings and by telephone; use hands repetitively to finger, handle, feel or operate computers and other standard office equipment; and reach with hands and arms. The employee is occasionally required to walk, stand, kneel, bend, and lift up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus, depth perception and color vision.

The ability to read and appropriately comprehend small numbers and font and to perform extended hours working at a computer is required, using repeated motions that may include the wrists, hands and/or fingers.

#### **Mental Demands:**

While performing the duties of this class, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; work under deadlines; and establish and maintain effective working relationships with others encountered in the course of work.

*Reasonable accommodations to enable individuals with disabilities to perform the essential functions will be considered on a case-by-case basis.*



## **BCVWD Invites applications for the position of: Account Clerk (*Part-Time*)**

### **Work Environment:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class.*

The employee works under typical office conditions. The noise level ranges from quiet to moderate conversation level.

### **FLSA CLASSIFICATION**

This position is classified as non-exempt from state and federal overtime pay provisions, as the duties and responsibilities do not meet the requirements for exemption under the Fair Labor Standards Act.

### **ADDITIONAL INFORMATION:**

Possession of the minimum qualifications does not guarantee an invitation to the next step in the selection process. All candidate materials will be carefully evaluated and only those considered best qualified will be invited to the next step in the selection process.

Per Chapter 8, Division 4 of Title 1 of the California State Government Code, public employees are declared to be "Disaster Service Workers." As such, District employees may be called upon to support the activities of the District during an emergency situation.

Applicants requesting reasonable accommodation during any phase of application process are instructed to contact Human Resources at (951) 845-9581 or [hr@bcvwd.org](mailto:hr@bcvwd.org).

### **APPLICATION PROCESS:**

To apply, please visit: <http://www.bcvwd.org/jobopenings.html>

Submit a completed BCVWD application before the deadline. Inclusion of a resume and cover letter is recommended; however, these will not be accepted in lieu of the complete employment application. Applications may also be obtained by contacting Human Resources and requesting an application packet be mailed to you. Reference employment position "Account Clerk (Part-Time)" on the Application.

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

**Please note:** Employment is contingent upon successful completion of a background investigation and a drug test. The provisions of this job bulletin do not constitute an expressed or implied contract.

**BCVWD is an Equal Opportunity Employer.**

GM Approval: \_\_\_\_\_

A handwritten signature in blue ink is written over a horizontal line.

BCVWD JOB BULLETIN – ACCOUNT CLERK (PART-TIME)

PAGE 4 OF 4





**BEAUMONT- CHERRY VALLEY WATER DISTRICT**  
**Invites applications for the position of:**

**ACCOUNTING TECHNICIAN**

**JOB SUMMARY**

Under general supervision, performs a variety of technical accounting duties involved in the preparation, review, and maintenance of financial and statistical records that may include accounts receivable, accounts payable, purchasing, inventory, reconciliations, and journal entries relating thereto, and other duties as assigned.

**ESSENTIAL FUNCTIONS**

*The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties. Some of the duties include, but are not limited to the following:*

1. Perform a variety of computerized accounting duties including, but not limited to, accounts payable, accounts receivable, inventory, and general ledger journal entries.
2. Perform accounts payable functions, from receipt of invoice through release of payment; receive, review, and scan invoices; compare goods receipts to invoices; and research and reconcile discrepancies.
3. Research and prepare accounts receivable journal entries; reconcile , cash receipts in cashiering software; code incoming checks to the correct revenue account; prepare deposits.
4. Maintain the inventory processes; manage work orders, verify costs, and perform inventory audits.
5. Prepare journal entries.
6. Maintain and balance assigned cash drawers and prepares daily cash deposits as needed.
7. Prepare statistical reports, Sales/Use tax returns, correspondence, and related documents according to prescribed format.
8. Gather, check, and tabulate data used in the preparation of records and reports.
9. Research and verify accuracy of records/documents related to job assignments. May require verification through inspection of other public documents.
10. Monitor and maintain a variety of documents, records, and reports; ensure that records adhere to public records guidelines and laws.
11. Perform a variety of general clerical duties including typing, maintaining files and records, processing mail and ordering supplies; operate a variety of office equipment as required.

12. Assist vendors, departments, and employees by providing fiscal information, explaining procedures, answering questions, and resolving problems or complaints.
13. Routinely use a full range of spreadsheet computer software applications.
14. Interact with co-workers at all levels in the District in a collaborative and customer service-oriented manner.
15. Performs other related duties, as assigned.

**Knowledge of:**

- Principles and practices of accounting including accounts payable, receivable, inventory, and general ledger journal entries.
- Standard office procedures, methods, and computer equipment.
- Fundamental principles and procedures of fiscal record keeping.
- Basic mathematical principles.
- Principles and techniques used in dealing with the public.

**Ability to:**

- Work independently and proactively.
- Learn and apply pertinent Federal, State, and local laws, rules and regulations including District policy.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Assist with the preparation of monthly, quarterly, and annual reconciliations.
- Make arithmetical calculations quickly and accurately.
- Perform clerical, financial record keeping work.
- Understand and follow verbal and written directions.
- Understand, apply, and detect errors in a specific segment of a record keeping system.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of the work.
- Communicate clearly and concisely, both orally and in writing.
- Provide effective customer service to the public and District employees.
- Multi-task and prioritize under stressful situations.
- Maintain safe work practices.

## DESIRED MINIMUM QUALIFICATIONS

### Minimum Qualifications

Any combination of education and experience that provides the required knowledge, skill, and abilities to perform the essential job duties of the position is qualifying. The incumbent will possess the most desirable combination of training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:

#### Education:

- High School Diploma or equivalent.
- Four-year college degree in accounting, business practices, or in a related field is preferred.

#### Experience

- Two to three years of responsible technical accounting experience and business practices and/or accounts payable.
- Experience in governmental accounting and business practices is desirable.

#### Licenses, Certificates, Special Requirements:

A valid California driver's license and ability to maintain insurability under the District's Vehicle Insurance Policy.

## PHYSICAL AND MENTAL DEMANDS AND WORK ENVIRONMENT

*The physical and mental demands and the work environment characteristics described here are representative of those required for the performance of job duties. The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations to enable individuals with disabilities to perform the essential functions will be considered on a case-by-case basis.*

#### Physical Demands:

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands repetitively to finger, handle, feel or operate computers and other standard office equipment; and reach with hands and arms. The employee is frequently required to walk, stand, kneel and bend and lift up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to focus. The ability to read and appropriately comprehend small numbers and font and to perform extended hours working at a computer are also required for the performance of the job duties.

#### Mental Demands:

While performing the duties of this class, the employee is regularly required to use written and oral communication skills; read and interpret data, information, and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; establish and maintain effective working relationships with others encountered in the course of work.

**Work Environment:**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class.*

The employee works under typical office conditions and the noise level is usually quiet.

**FLSA CLASSIFICATION**

This position is classified as non-exempt from state and federal overtime pay provisions, as the duties and responsibilities meet the requirements for non-exemption under the Fair Labor Standards Act.

*BCVWD is an Equal Opportunity Employer.*

GM Approval: \_\_\_\_\_



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 27, 2021**

Item 4

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Contract with Redistricting Insights for Demography Services for the 2020 Census Redistricting of Divisional Boundaries in an Amount Not to Exceed \$34,000**

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**Staff Recommendation**

Authorize the General Manager to execute a contract with Redistricting Insights in the amount of \$30,000, with a not-to-exceed cost including contingencies of \$34,000.

**Background**

At its meeting of March 25, 2021, the Board reviewed a Notice Requesting Bids and directed staff to engage professional services to complete the required redistricting of BCVWD divisional boundaries in accordance with California Water Code Section 21605.

**Summary**

Staff finalized the Notice Requesting Bids (NRB) and sent it to 11 prospective vendors. Six responses were received and reviewed carefully by staff. Three proposals stood out as being the most responsive and considerate of the District's needs: Redistricting Insights, Redistricting Partners, and Cooperative Strategies. These were further evaluated on process details and timeline, deliverables, cost, and impact on staff. After deliberation, staff has selected Redistricting Insights to recommend as the vendor most appropriate to serve BCVWD.

Staff had anticipated that costs would come in below the General Manager's spending threshold of \$25,000, allowing for an informal bid process per the District's Purchasing Policy. However, five proposals listed costs greater than the General Manager's spending threshold, therefore staff has brought back this contract award to the Board for authorization and funding. It is anticipated that the majority of the cost will be incurred in 2022, but the project total will exceed the threshold.

District Policy and Procedures Manual Part III Section 11 sets out a more formal procedure for employment of consultants based on contracts over \$25,000. The process is similar to what has been followed for this procurement, only without the newspaper advertisement. Staff requests the Board waive the advertising requirement and award the contract based on the informal bid procedure employed by staff for this procurement.

Redistricting Insights' proposal includes an online mapping tool to assist the public in understanding the mapping process and garner potential public input. The Maptitude software license is priced at \$2,000. This cost is included as part of Staff's recommendation. Other proposers offer this as a more expensive option.



## **Analysis**

Staff evaluated the proposals based on technical approach and cost, plus response to the Scope of Services outlined in the NRB and proposed project schedule:

- A. Development of a districting database including decennial Census, American Community Survey, and California Statewide Database data.
- B. Incorporation of any Geographical Information System (GIS) data that the District wishes to include (e.g., schools, local landmarks or features, neighborhood boundaries) and provide in the districting database.
- C. Development of at least three redistricting plans for Board of Directors and public consideration.
- D. Input and analysis for Board of Directors consideration of all whole or partial draft suggestions and submissions from the public.
- E. Conversion of all maps, including public submissions, and reports to web-friendly versions for posting on the District's website.
- F. Online posting of draft plans, including any public submissions, for interactive review.
- G. Meetings
  - a. Participation in up to three Board of Directors meetings, public hearings, or public forums via video teleconference or in person.
  - b. Participation in staff meetings as needed via video teleconference or in person.
  - c. Preparation of reports, presentations and / or other materials.
  - d. Facilitation of public meetings or portions of the Board of Directors meetings relevant to the project.
  - e. Provision of post-meeting notes and/or summary.
  - f. Conference calls to discuss the project's progress or answer questions.
- H. Provide any requested plan revisions and creation of support materials for final plan adoption.
- I. Work with the County of Riverside Registrar of Voters to implement the final plan.
- J. Provide the District with a plan for future redistricting if necessary, prior to the 2030 Census.

Most responded to the full scope, but some did not include some key deliverables, such as a GIS file that the District could incorporate into its own systems. All provided for map choices and a public process for developing a final map.

Other criteria taken into consideration were company location and experience, prior clients, special district experience, complexity of the proposed project, cost, and final deliverables.

Of note, all proposals indicated a multi-step process more complex than staff had anticipated. Staff notes that during discussion of the NRB at the March 25, 2021 meeting, District Legal Counsel Markman had remarked that the process could involve as many as five public hearings,



and therefore staff included a minimum of three meetings in the NRB. The majority of proposals recommend a five-meeting process. Staff is bracing for a more intensive experience than expected.

Not included within the NRB and therefore most of the proposal responses was community outreach and communication. Staff expects to make use of the current contract with CV Strategies to provide any 2021 communication and will revisit the CV Strategies option with the 2022 budget as needs for this project are determined.

Five proposals were received with costs exceeding the GM's spending limit. Staff is recommending Proposal 2 (Redistricting Insights) be awarded the contract. One proposal was lower than the recommended consultant, however, said consultant's proposal was not as comprehensive as the proposal submitted by Redistricting Insights.

**Table 1 – Consultant Proposal Costs**

Proposal No.	Base Cost	Map Tool	Sub-Total
1	\$49,500	Included	\$49,500
<b>2</b>	<b>\$28,000</b>	<b>\$2,000</b>	<b>\$30,000</b>
3	\$42,000	\$8,000	\$50,000
4	\$20,000	\$5,000	\$25,000
5	\$50,835	\$2,000	\$52,835
6	\$35,000	None	\$35,000

**Table 2 – Total Not to Exceed Amount for Recommended Consultant**

Redistricting Insights Proposal Cost	\$30,000
Contingency	\$4,000
<b>Total Not to Exceed Amount</b>	<b>\$34,000</b>

**Table 3 – Consultant Proposed Optional Additional Costs**

Proposal No.	Outreach	Legal Training
1	N/A	N/A
2	N/A	N/A
3	\$20,000	N/A
4	N/A	N/A
5	N/A	\$9,660
6	N/A	N/A



### **Fiscal Impact**

Project cost over fiscal years 2021 and 2022 is not to exceed \$34,000. This includes the \$28,000 base cost, the \$2,000 for the mapping tool, and \$4,000 for contingency. Funding for the 2021 expenses can be transferred from other line items in the 2021 budget. This will be presented to the Board as part of the mid-year budget transfer and review process. The remainder will be included for Board approval in the FY 2022 budget.

### **Attachments**

1. Proposed contract with Exhibits A and B
2. Redistricting Insights one-sheet
3. BCVWD Policies and Procedures – Employment of Consultants

Staff Report prepared by Lynda Kerney, Administrative Assistant



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the Beaumont-Cherry Valley Water District, a California Irrigation District (“District”), and Redistricting Insights (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**A. RECITALS**

(i) District requires provision of the following professional services: Demography services for the 2020 redistricting of divisional boundaries, all as more fully set forth and described in this Agreement.

(ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.

(iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant’s performance of the services described herein.

**B. AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Scope of Services.

Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the services generally described in the Scope of Services attached hereto as Exhibit “A”, any applicable request for proposals issued by the District, and as otherwise required by this Agreement, all to District’s satisfaction (collectively, “Services”).

2. Compensation.

a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit “B”, attached hereto.

b. In no event shall the total amount paid for services rendered by Consultant during the term of this Agreement exceed the sum of \$30,000. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

The Parties may agree on additional work to be provided as part of the Services. The District General Manager is authorized to approve additional work not exceeding Four Thousand

Dollars (\$4,000) by written memo signed by the parties. Otherwise, an amendment to this Agreement shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on **June 30, 2022** unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing. **Consultant shall commence work within three (3) business days of receiving District’s verbal or written notice to proceed.** Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District’s best interest.

6. Delays in Performance.

a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics resulting in “stay at home” or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant’s lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. District may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.

c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

8. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

b. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any

District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District e-mail address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. Insurance. Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
- (7) Contractual Liability with respect to this Agreement
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.

(iv) Subject to the District’s written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions) (unless waived in writing by the District’s risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence (any auto) for bodily injury and property damage
Workers' Compensation	In the amount required by California law.
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions) {unless waived by risk manager}

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and

that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a “claims-made” professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best’s rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

(iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.

(iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.



(v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

j. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively "Indemnitees" in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, to the extent arising out of, pertaining to, or incidental to any acts, errors, omissions, default, and/or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.

b. The provisions of this Section 13 shall survive the termination of this Agreement.

14. Termination.

a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed

prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from termination of this Agreement.

b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

a. Except as otherwise provided in Section 14, "Termination", above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that District's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by

suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. Party Representatives.

Consultant hereby designates \_\_\_\_\_, or his or her designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to District is provided to District. District hereby designates Dan Jagers, General Manager, or his designee, as District's Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

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

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

\*\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*\*

and shall be effective upon receipt thereof.

18. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term

of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. Attorneys' Fees. The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorneys fees and costs.

29. Interest of Subcontractors.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this Section.

30. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Dan Jagers  
General Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

ATTEST:

By: \_\_\_\_\_  
Secretary

The objective of this project is to assist your district with drawing a legally permissible division map for your Board of Directors elections. This includes ensuring compliance with the California and federal Voting Rights Acts, applicable state election law, and ensuring an open, accessible, transparent process that engages constituents in your district.

In recent years, California adopted the Fair Maps Act, which creates a framework for public engagement that counties and cities must adhere to in the 2021 redistricting process. Water districts are not required to adhere to these provisions, but the Act does provide a standard for redistricting best practices. As such, our proposal is to follow the base requirements of the Fair Maps Act in order to engage the public in a transparent and legally defensible process.

The Redistricting Insights team will assist district staff in developing a timeline, plan, agenda/board materials, and community engagement materials. We will construct a database specific to BCVWD that includes the requisite census data, public informational data, and state prison population data. Our team will coordinate with district staff to engage individuals and organizations in the community to drive public testimony. We will draw draft maps, engage in a thorough revision process, and eventually prepare final maps, all of which will be accessible to the public and formatted according to the district's needs.

Our approach to accomplishing each task of this proposal is detailed below.

## **Staff Support**

Our team will begin the execution of this proposal by engaging with district staff to develop a concrete project timeline. Our team will assist in preparing agenda materials and staff reports prior to board hearings. We will attend all hearings in-person or virtually depending on the format being utilized. We will prepare engagement materials and work with district staff on directly engaging members of the public to participate in the redistricting process. Redistricting Insights will also train district staff and the Board of Directors on the redistricting process and how to utilize the tools we provide.

## **Data**

The first step in beginning the redistricting process is providing district staff with the dataset we will use for mapping.



Prior to the release of census data, we will utilize American Community Survey data for preliminary analysis. These figures are estimates but can be helpful in identifying trends and beginning to understand how current district lines will need to shift.

In anticipation of the line-drawing process, we will create the GIS files that outline the boundaries of the district and will match those boundaries to census blocks utilizing the Census Bureau's TIGER files. Then, we will incorporate P.L. 94-171 files (2020 census results) along with additional data on prison redistribution from the California Statewide Database. We will incorporate any additional local data that may be necessary and could be helpful in identifying communities of interest. These could include other jurisdictional boundaries, environmental data, health data, etc.

### **Community Engagement**

The first step of public engagement will be to solicit input and proposals from the public in identifying "communities of interest." Communities of interest are essentially groups of residents that share some sort of similarity, whether it be social, racial, economic, etc. By defining communities of interest and identifying their geographic makeup, we can set the foundations for the communities that the new district boundaries will represent. Engaging the public in defining communities of interest can happen through online forms, hard copy materials, or public forums and meetings. Our team will be responsible for the developing, planning, and executing these programs to generate community of interest testimony.

As we move further into the redistricting process, we will engage the public to directly solicit feedback and testimony on the draft maps being considered by the board. We will provide worksheets/materials that allow members of the public to constructively testify on pending redistricting plans. Our team will ensure that public testimony received during the map consideration process is incorporated into any action taken by the board. This includes taking maps provided by the public and converting them to a standard format in which they can be compared and analyzed using our established dataset.

Our team will develop a PDF worksheet that allows community members to draw and submit draft maps or communities of interest. This document will be made available to the public online via the counties website as well as in outreach engagement conducted during this project. When these documents are submitted to the district by members of the public, our





demographers will convert them into a standard digital map format in which the data of the submitted maps can be analyzed and compared to one another.

### **Draft Maps**

Once preliminary public engagement has concluded, we will seek direction from your Board of Directors to draw draft maps based on priorities outlined by the board and guided by public testimony and map submissions. There are many forms that this could take, based on how your board would like to proceed. The board could chose to specify themselves how they would like draft maps to look or the board could identify community submitted maps that they would like to use as a starting point for discussion.

Our team will present these options to the board and then produce the draft maps based on their input. These drafts will be provided in several different formats including a basic PDF version that can be included in agenda materials and posted on the district's website, a digital version that is interactive and available online for people to engage with at a high level of detail, and the shape file for use by GIS and mapping professionals.

### **Final Maps**

Once the public has been thoroughly engaged, we will present a final map to the Board of Directors with a detailed explanation of the process leading to the maps development and the many considerations of the particular map. Our final map proposal will include documentation from the public meetings held, PDF versions of the final map, GIS shape files for county elections staff, and a Metes and Bounds legal document describing the boundaries.

With approval by the board, we will work with county elections staff to transmit the maps for use in future elections. We will also work with district staff to produce materials accessible to the public that illustrate the new district boundaries. Redistricting Insights will be available on a continuing basis to make any technical changes to the map files and provide additional versions as necessary.



# Project Schedule

There are many variables at the moment with regards to when census data will be made available to jurisdictions for redistricting and thus when the map drawing process can begin. The below timeline is completely flexible and may be adjusted as the calendar develops. However, given your jurisdiction does not plan to hold elections until November of 2022, as opposed to other jurisdictions that have primary elections earlier in the year, we have much more flexibility to start the process later and ensure adequate data is available.

## Immediately/Ongoing

- Meet with district staff and develop a custom plan for the district's redistricting.
- Develop materials for the public engagement on communities of interest.
- Train staff/directors on the redistricting process.
- Engage community members utilizing the outreach materials we have prepared. This may include a press release announcing the availability of the tools, information made available on the district website describing the process, and outreach to community members and groups to utilize the outreach materials.
- Redistricting Insights will construct a district-specific redistricting dataset.

## January 2022

- Public Hearing #1: includes a presentation to members of the public that overviews the redistricting process, includes a training to the public on the tools available to engage in this process, and includes an explanation of communities of interest and an invitation for community members to identify communities of interest.

## February 2022

- Public Hearing #2: focus on communities of interest and soliciting input that the public would like staff to consider in the development of draft maps, includes the opportunity for the public to submit communities of interest as well as draft maps.
- Board of Directors will provide input to Redistricting Insights on what they would like to see included in the draft maps.
- Redistricting Insights will prepare draft maps.



## March 2022

- Public Hearing #3: Redistricting insights will provide the first draft maps for the public and board to consider, made available seven days prior to the hearing. Public testimony will be invited on the draft plans.
- Board of Directors will provide input to Redistricting Insights on what they would like to see revised in the draft maps and narrow down options to a few final contenders.
- Redistricting Insights will revise the draft maps as directed.

## April 2022

- Public Hearing #4: Redistricting insights will provide revised draft maps for the public and board to consider, made available seven days prior to the hearing. Public testimony will be invited on the revised draft plans.
- Board of Directors will provide input to Redistricting Insights and select a single draft plan to finalize. *In the case that there are no additional changes, the Board of Supervisors may adopt the maps and cancel the fifth hearing.*
- Redistricting Insights will finalize the selected plan.
- Public Hearing #5: Public input on final maps. Board of Directors adoption of final plan.
- Redistricting Insights will transmit the final maps to the County Registrar of Voters.



This past year has been anything but normal and while we hope and anticipate that the redistricting process in BCVWD will go smoothly, we are prepared to assist you and your team with whatever challenges may lie ahead. Should we have the opportunity to work together, our team will be available as a resource on an ongoing and unlimited basis for the duration of this project. For these reasons, we feel that a base fee is more appropriate than an hourly or monthly rate structure.

Included in our proposed fee are all of the services outlined in the technical proposal. Should services be reasonably necessary above and beyond what is outlined in the proposal, such as additional outreach or hearings beyond our proposed sequence of five, we will accommodate those changes without any additional cost incurred by the district.

Should the district be interested in pursuing projects outside the scope of this proposal, such as paid advertising, website development, or online interactive mapping tools for public use, we can provide pricing for such activities upon request.

Thank you for the opportunity to submit this bid and please do not hesitate to reach out with any additional questions you may have.

Cost of Services	
Maptitude software licensing	\$2,000
Redistricting Insights consulting	\$28,000
<b>Total Bid:</b>	<b>\$30,000</b>

# FAIR LINES PRODUCE GOOD GOVERNMENT

## About Us

At the heart of Redistricting Insights is our belief that fair lines produce good government. Motivated by that belief, we work on client projects ranging from direct demography services for municipalities and state legislatures to advocacy services on behalf of parties with specific redistricting goals. Our staff has drawn legislative, supervisorial, city council, school board and special district seats across California. Redistricting Insights combines a data-driven approach that utilizes cutting-edge technology with an extensive knowledge base spanning the past two decades of redistricting cycles. The team at Redistricting Insights has worked in every county in the state of California, and in many states around the country, making us uniquely positioned to identify and communicate with stakeholders in a variety of communities.

## Our Team



**Matt Rexroad**  
CHIEF LEGAL COUNSEL

Since 2001, Matt has been an integral part of California's redistricting process. He understands firsthand the importance of the process and works to ensure every Californian has an equal stake in our election process.



**Fabian Valdez, Jr.**  
CHIEF DEMOGRAPHER

Fabian is responsible for onboarding the 2020 Census data and ensuring that future models and redistricting projects accurately reflect the changing nature of California demographics.



**Ryan Gardiner**  
DIR. OF COMMUNICATIONS

A seasoned communications professional, Ryan's work centers on developing messaging strategies to communicate with stakeholders and the public throughout the redistricting process.



**Eddy Harrity**  
DATA SCIENTIST

Eddy received both his Bachelor's and Master's degree from Pepperdine University where he did research in incentivizing candidates to represent the median voter and the effects of the top two primary on the partisanship of California Legislators.

## Our Services



**Drawing Lines/Mapping** – Our staff is equipped to draw district lines in any type of jurisdiction in any part of the country. Map drawing is about more than simple geography—it can be key to ensuring a jurisdiction is well governed and functioning in the decade to come. Redistricting Insights provides unparalleled mapping services that combine our expertise in state election law compliance with cutting edge technology to produce maps that work for everyone involved.



**Demographics** – Our data-driven approach and extensive knowledge in redistricting allows our team to draw lines that will more accurately and fairly represent all members of your community. We utilize a rich library of data that ranges from environmental considerations, to health statistics, to economic conditions, to political boundaries. Redistricting Insights doesn't just produce the minimum standard, our team will ensure that your jurisdiction has the best representation possible.



**Racially Polarized Voting Analysis** – We recognize the critical role the California Voting Rights Act and US Voting Rights Act play in the district mapping process. Our team works with your legal counsel to ensure you have the information and data necessary to draw compliant and fair boundaries that elevate the engagement of all segments of your community. Poorly drawn maps can result in costly and time consuming litigation. Redistricting Insights has a track record of upholding the law and ensuring our clients meet all legal standards in how their districts are drawn.



**Coalition Building** – We have worked in every county in California, and in many states around the country, making us uniquely positioned to identify and communicate with stakeholders in a variety of communities. Our team has proven history of working with diverse coalitions and mobilizing stakeholders in the redistricting process. Participation is key to positive redistricting outcomes and our team is primed to work with community members and achieve consensus.



**Political Analysis** – All politics is local and Redistricting Insights is able to identify political attitudes and trends at the very smallest units of geography. Doing so allows us to fully analyze how proposed district maps will affect policy outcomes. By understanding past trends and forecasting future trends, you will know the options available in preparing your district for the future.



**Community Relations** – Our team of highly qualified bi-lingual facilitators can help create a more equitable environment, drawing out more engagement from minority communities in the redistricting process.

## ASSET DEPRECIATION LIFE

Fixed Asset	Useful Life (years)
General Plant/Structures	50
Reservoirs, Dams, etc.	50
Vehicles	5
Heavy Equipment (normal – light use)	7 – 10
Light Equipment (normal – light use)	5 – 7
Office Equipment	5 – 10
Office Furniture	10 – 15
Computer Equipment	5 – 7

## 9. INVESTMENT OF DISTRICT FUNDS

Refer to the current resolution as approved by the Board of Directors.

## 10. CUSTOMER PAYMENT ARRANGEMENTS

- A. **Policy.** Upon request, the General Manager may grant approval of special arrangements to be made for payment of the following fees when an extreme hardship exists:
- i. Regular water service.
  - ii. Reasonable payment schedule following receipt of delinquency “shut-off” notice.
- B. **Scope.** Monthly payments over a period not to exceed twelve (12) payments. When payments are to be made at the close of escrow but property is not sold, arrangements must be made for payments to continue on a regular basis. If payment arrangement is broken then no other payment arrangements will be granted for the year.

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## 11. EMPLOYMENT OF CONSULTANTS

- A. **Policy.** The District employs outside contractors or consultants for construction, engineering, planning, and environmental review projects, or for auditing purposes. The District’s procedure is as follows:
- i. Procedure. Consultation Contracts will be advertised for bid in at least one local newspaper of general circulation. The bid opening is open to the public and will be specified in the bid documents.
- B. Board Approval. Consultants will be selected by the General Manager and approved by the Board of Directors. The General Manager and/or Board of Directors will make their selection based on the consultant’s experience and qualifications. The consultant will also be required to provide an explanation of scope of work, hours to complete and applicable cost estimate for their services that will be used in their evaluation in the selection process. Consultants

for engineering and architectural services shall be evaluated based upon qualification and not necessarily on cost of services.

## 12. EMPLOYMENT OF OUTSIDE CONTRACTORS

- A. **Policy.** The District employs outside contractors or consultants for construction, engineering, planning, and environmental review projects, or for auditing purposes. The District's procedure is as follows:

Construction projects will be advertised for bid in at least one (1) local newspaper of general circulation and the local contractors bidding news if available. The bid opening is open to the public and will be specified in the bid documents.

- B. **Board Approval.** Contractors for construction and other similar activities (not professional services) will be selected by the General Manager and approved by the Board of Directors. The General Manager and/or Board of Directors shall make their selection on the basis of the lowest responsible bidder after a thorough evaluation of bids.

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## 13. EASEMENT ABANDONMENT

- A. **Policy.** Abandonment by the District of its interest in public utility easements and other easements dedicated to the District for installation, maintenance, repair, etc., of its facilities, shall require approval of the Board of Directors.
- B. **Board Approval.** Commitments to abandon easements or assurances that easements will be abandoned may be provided by staff only after approval of same by the Board of Directors.

## 14. EASEMENT ACCEPTANCE

- A. **Policy.** Acceptance by the District of any interest in public utility easements or other easements dedicated to the District for installation, maintenance, repair, etc., of its facilities, shall require approval of the Board of Directors.
- B. **Board Approval.** Commitments to accept easements or assurances that easements will be accepted may be provided by staff only after approval of same by the Board of Directors. Acceptance of easements shall be accomplished by the Board of Directors by adoption of a resolution. Said resolution shall be in the following format:

RESOLUTION NO. \_\_\_\_\_  
[DISTRICT NAME]  
ACCEPTING [SPECIFY TYPE OF SERVICE] EASEMENT

WHEREAS, a permanent easement is needed for the purpose of constructing, maintaining, servicing and/or replacing [specify type of service] facilities for the parcel listed below.





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 27, 2021**

**Item 5**

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Award a Contract to Best Drilling and Pump, Inc. in an Amount Not to Exceed \$76,989 for Well 14 – Well and Well Pumping Unit Rehabilitation and Repair**

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**Staff Recommendation**

Authorize the General Manager to enter into a contract not to exceed \$76,989 with Best Drilling and Pump, Inc. to perform the work necessary to remove, inspect, and repair the District's existing Well 14 pumping unit and to rehabilitate the well.

**Background**

Well 14 is located in the County of San Bernardino approximately 7,700 feet north of the Riverside/San Bernardino County line within Edgar Canyon near the District's northern most diversion and well structures. Well 14 was constructed (drilled) in 1950 to a depth of 711 feet and is equipped with a 50-horsepower motor with a pumping capacity that ranges between 100 gallons per minute and 300 gallons per minute, depending on local ground water levels. This well supplies potable water to the District's 3640 "Upper Mesa" pressure zone together with Wells 6, 10, 11, 12, 13, 18, 19, and 20. Well maintenance and rehabilitation activities for Well 14 were last performed in 2014. Staff anticipates some repairs may be necessary but that all base bid work may not be required. However, once the pumping unit is removed and the well is inspected, Staff will assess the actual required work activities necessary to return Well 14 to service.

Production staff has identified the need to remove and inspect the Well 14 pumping unit due to excessive noise and vibration upon shutdown of the pumping unit. At this time, Well 14 is operating only as a backup to maintain adequate storage capacity in the 3640 zone to avoid any damage to down hole equipment. Generally, Well 14 operates on a 24-hour per day, 7-day per week basis and has historically been a reliable source of water supply. However, the excessive noise and vibration associated with the shutdown sequence of the pumping unit is cause for concern. The removal and inspection of said equipment is warranted to maintain redundancy in the 3640 zone and to avoid a catastrophic failure of the pumping equipment.

This scope of work will require removal, inspection, and possibly repair or replacement of the pumping unit bowl assembly, column, and/or power feed conductors. Staff also proposes to video inspect, bail clean the well, and possibly mechanically develop the well while the pumping unit is removed as well as have the motor inspected.

**Summary**

A Notice Inviting Bids for Well 14 – Pumping Unit Repair and Well Rehabilitation was published in the Record Gazette on April 16, 2021 and April 23, 2021 and local area pump vendors providing pump repair services were also contacted by Staff. Staff included a full replacement of the column and pumping unit in the Request for Proposal (RFP) as a basis of award component in anticipation



of a worst-case scenario where all down hole equipment has reached the end of its service life and well rehabilitation is determined to be necessary upon inspection of the well condition. Two (2) bids were received on May 6, 2021 and are set forth in Table 1 below.

**Table 1  
WELL 14 PUMPING UNIT REPAIR AND WELL REHABILITATION  
SUMMARY OF BID RESULT**

<b>Bidder</b>	<b>Base Bid Schedule I and II (Basis of Award)</b>	<b>Additive Bid Item (Miscellaneous Equipment)</b>	<b>Total Base Bid and Additive Bid Items</b>
Weber Water Resources CA, LLC	\$66,205.01	\$16,204.25	\$82,409.26
<b>Best Drilling and Pump, Inc.</b>	<b>\$55,000.00</b>	\$14,990.00	\$69,990.00

Staff has completed a review of the submitted bids and has determined that Best Drilling and Pump, Inc. is the lowest responsive bidder for both the Base Bid (Bid Schedule I and II), as well as the total bid with Additive Bid Items (Miscellaneous Equipment). The bid amounts set forth in Table 1 include Base Bid Amounts which establish the Basis of Award and are based on the Scope of Work-Fee Schedules I and II included in the bid packet. Said Scope of Work – Base Bid sets forth the minimum probable work (with pumping unit and column replacement) Staff anticipates could be required for rehabilitation and repair of Well 14.

Table 2 sets forth the basis of award which included Bid Schedules I and II with Additive Bid Schedule Items that may require replacement during the maintenance activity, together with a contingency of approximately 10%, which would provide for other minor maintenance items which may need to be rehabilitated and/or replaced as part of the final work activities.

At this time, staff requests that the Board award the work and authorize the General Manager to enter into a contract for the repair and rehabilitation of Well 14 with Best Drilling and Pump, Inc. in the amount set forth in Table 2, hereafter.

**Table 2  
WELL 14 SUMMARY OF REQUESTED WORK AUTHORIZATION**

<b>Work Item</b>	<b>Description of Work</b>	<b>Well Rehabilitation and Repair Costs (Recommended Authorized Costs)</b>
1	Base Bid Schedule I (Well 14 Pumping Unit Repair)	\$33,000.00
2	Base Bid Schedule II (Well 14 Well Rehabilitation)	\$22,000.00
3	Additive Bid Schedule Items (Miscellaneous Equipment)	\$14,990.00
<b>Pumping Unit, Well Rehabilitation Work and Additive Items</b>		<b>\$69,990.00</b>
<b>Well Repair and Rehabilitation Services Contingency (10%)</b>		<b>\$6,999.00</b>
<b>Total Requested Authorization</b>		<b>\$76,989.00</b>



In the event the inspection of the well indicates the need to perform additional work to rehabilitate the well in excess of the \$76,989 identified herein, Staff will seek additional direction from the Board of Directors before additional action is taken.

### **Fiscal Impact**

The fiscal impact to the District will be an amount not to exceed \$76,989.00, as set forth in Table 2 above. This not-to-exceed amount includes additional funds over the base bid amount to cover Additive Bid Items (Miscellaneous Equipment) and to provide approximately 10% contingencies for replacement of other unidentified rehabilitation and/or repair items.

While the Well 14 repair and rehabilitation activities are not part of the District's 2021 Operating/Capital Budget, funds are available from Capital Replacement Reserve funds for completion of this work.

Report prepared by James Bean, Assistant Director of Operations



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 27, 2021**

Item 6

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Approve Expenditures in an Amount Not to Exceed \$200,000 for a Pipeline Replacement within Antonelle Court between Pennsylvania Avenue and Cherry Avenue in the City of Beaumont**

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**Staff Recommendation**

Approve expenditures in an amount not to exceed \$200,000 for a pipeline replacement within Antonelle Court between Pennsylvania Avenue and Cherry Avenue in the City of Beaumont.

**Background**

At the April 20, 2021 Beaumont City Council meeting, the City of Beaumont (City) approved the street selections for their Annual Citywide Street Rehabilitation and Maintenance 20/21 Project and 2021 Mid-Year Street Enhancement Project and authorized City staff to finalize the bid package and solicit bids for both projects together. Included in said approval is Antonelle Court between Pennsylvania Avenue and Cherry Avenue.

District staff has identified the pipeline within Antonelle Court is scheduled to be part of the Beaumont-Cherry Valley Water District's (BCVWD) Capital Improvement Project (CIP) 2021 Pipeline Replacement Project. The location of the pipeline is identified in Figure 1.

In order to mitigate potential increased leakage after pavement rehabilitation and to address ongoing and anticipated maintenance concerns with regard to the City's moratorium on pavement cuts to improved streets, District staff proposes to remove this pipeline from the 2021 Pipeline Replacement Project, complete design work in house, and bid the Project separately in advance of the remaining pipeline replacements in the CIP project in order to accommodate the City of Beaumont's 2022 paving rehabilitation project.

**Summary**

District staff anticipates using a hybrid construction project approach similar to the methodology employed by the District for a recent similar project located on 9<sup>th</sup> and 11<sup>th</sup> Streets, and would bid contractor provided construction services for installation of the pipeline and water service laterals and meters with a limited scope where the contractor provides construction activities related to the project, with District staff providing pipeline materials and appurtenances, and inspection activities. Staff anticipates that this will provide a timely approach that will support the City of Beaumont's pavement rehabilitation construction schedule and provide for securing materials and appurtenance items during a time when materials are harder to acquire. This should also provide for a cost-effective approach to the Project.



A project of this type would normally require some existing pavement replacement activities and the included engineers estimate provides for these potential costs. District staff, plans to coordinate this replacement project with the City's pavement rehabilitation project in an effort to ensure that the work performed by the District/contractor is limited and not redundant to the City's pavement rehabilitation activities.

District staff anticipates the project approach will ensure no unnecessary work on District facilities will be required once the street is rehabilitated by the City.

District staff has prepared an engineer's estimate of anticipated costs to inform the Board of Directors of the expected Project costs. Figure 3 provides a summary of the engineers estimated project costs.

The current budget for this Project (P-2750-0064) is identified in the Capital Replacement budget under Appendix C of the 2021 Operating Budget and has a total amount of \$170,384 budgeted. The authorization amount requested (\$200,000.00) is above the Project's budgeted amount by approximately \$29,600 which is mostly attributed to the expected materials of construction cost increases which may be realized due to current market conditions. Said estimate also includes a pavement replacement component which should be minimized due to the concurrent City of Beaumont pavement rehabilitation project Staff has also increased the estimates Project Construction Contingency from 15% (used with prior projects) to 20% to provide for the current construction market. The 15% contingency for soft costs has remained unchanged.

### **Fiscal Impact**

The fiscal impact to the District is approximately \$200,000. The funds for this project would be expended from the Capital Reserve Replacement. The breakdown of the estimated costs are shown in Figure 3.

### **Attachment(s)**

Figure 1 – Vicinity Map

Figure 2 – Pipeline Replacement Site Plan

Figure 3 – Preliminary Project Estimate Summary

Staff Report prepared by Mark Swanson, Senior Engineer

FIGURE 1 - VICINITY MAP



FIGURE 2 - ANTONELLE COURT PIPELINE REPLACEMENT SITE PLAN

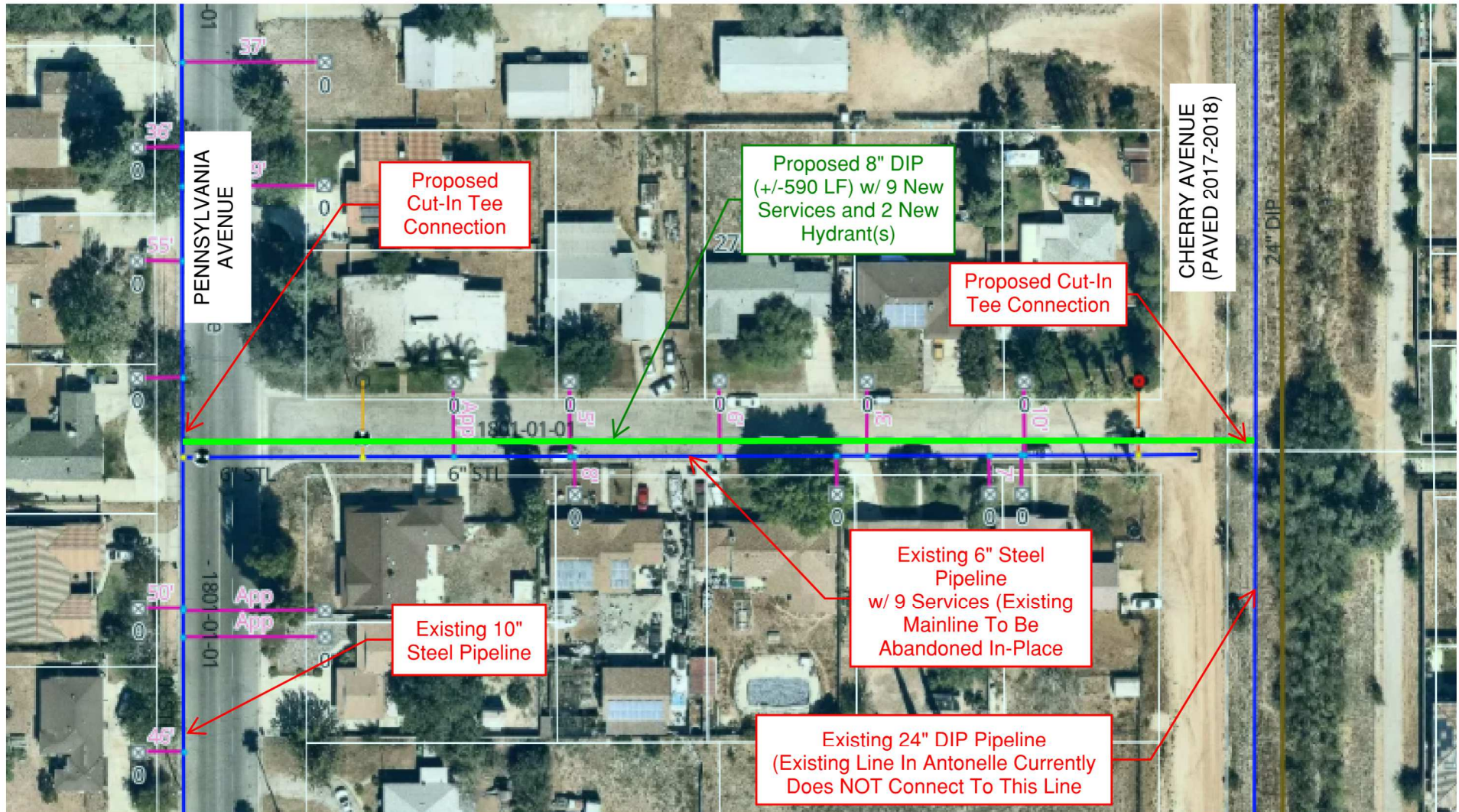


FIGURE 3 - PRELIMINARY PROJECT ESTIMATE SUMMARY

<b>Antonelle Court Pipeline Replacement Project</b> Project Cost Estimate Summary		
ITEM NO.	CONSTRUCTION PHASE	
1	Mobilization	\$11,495.00
2	Dust Control	\$0.00
3	SWPPP	\$0.00
4	Traffic Control	\$1,500.00
5	Potable Water Pipeline	\$91,337.82
6	Pavement Removal and Replacement	\$39,458.61
7	Field Inspection / Engineering Support	\$2,700.00
8	Contract Administration	\$3,000.00
Subtotal Engineers Estimate (Construction)		\$149,491.43
Construction Contingency (20%)		\$29,898.29
<b>TOTAL PIPELINE CONSTRUCTION ESTIMATE AND CONTINGENCIES</b>		<b>\$179,389.71</b>
ITEM NO.	OTHER COSTS ESTIMATE (SOFT COSTS)	
50	Environmental	\$0.00
51	Preliminary Engineering	\$2,000.00
52	Permitting	\$3,000.00
53	Mapping / Survey / Research	\$1,500.00
54	Plans, Specifications & Estimates (PS&E)	\$3,650.00
55	City / County Processing & Coordination	\$750.00
56	Bid & Award	\$2,900.00
57	Geotechnical	\$0.00
58	Project Close-Out	\$4,100.00
Subtotal Other Costs Estimate (Soft Costs)		\$17,900.00
Other Costs (Soft Costs) Contingency (15%)		\$2,685.00
<b>TOTAL OTHER COSTS ESTIMATE AND CONTINGENCY (SOFT COSTS)</b>		<b>\$20,585.00</b>
<b>TOTAL PROJECT APPROPRIATION REQUESTED</b>		<b>\$199,974.71</b>





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 27, 2021**

Item 7

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Consideration of California Environmental Quality Act (CEQA) Categorical Exemption and Notice of Exemption for the Pipeline Replacement Project located within Antonelle Court between Pennsylvania Avenue and Cherry Avenue in the City of Beaumont**

**Staff Recommendation**

Accept the findings of staff that the following Project is exempt from the California Environmental Quality Act (CEQA), approve the Project, and direct staff to file the Notice of Exemption with the Riverside County Clerk of the Board for the following Project:

1. Antonelle Court Pipeline Replacement (P-2750-0064): Pipeline replacement located on Antonelle Court between Pennsylvania Avenue and Cherry Avenue, consisting of approximately 540 linear feet (LF) of 6" steel water main to be replaced with 8" Ductile Iron Pipe (DIP).

**Background**

At the April 20, 2021 Beaumont City Council meeting, the City of Beaumont (City) approved the street selections for their Annual Citywide Street Rehabilitation and maintenance 20/21 Project and 2021 Mid-Year Street Enhancement project. Included in said approval is Antonelle Court between Pennsylvania Avenue and Cherry Avenue. District staff identifies that the pipeline within Antonelle Court is scheduled to be part of the Beaumont-Cherry Valley Water District's (BCVWD) Capital Improvement Project 2021 Pipeline Replacement Project. In order to accelerate the timeline for this replacement to be completed before the City begins improvements to the Antonelle Court (estimated to be August 2021), Staff has proposed to remove this pipeline replacement project from the 2021 Pipeline Replacement Project, prepare the project plans and bid documents in house, and bid the Antonelle Court Pipeline Project separately in advance of the remaining pipeline replacements in the CIP project in order to accommodate the City of Beaumont's 2021 pavement replacement project.

As part of the Project, CEQA requires a Notice of Exemption, Mitigated Negative Declaration, or Environmental Impact Report to be prepared by the lead agency on the project to limit the impact to the environment for all projects as much as possible.

**Summary**

Staff proposes to proceed with project construction document preparation, public bidding, and ultimately constructing the replacement pipeline, in the location as shown on Figure 1. Staff further identifies the District's ratepayers benefit from District/City coordination efforts to ensure all proposed work activities are well coordinated and that new City reconstructed and/or rehabilitated roadway's life expectancy is maximized which is achieved by minimizing the District's need to excavate within newly reconstructed or rehabilitated roadways.

Staff identifies that replacement pipeline project is categorically exempt from CEQA. Specifically, CEQA Section 21000, et. seq. of the California Public Resources Code requires



analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.”

There are provisions under CEQA §15301-15333 which describe the 33 “classes” of Categorical Exemptions which allow for categorical exemptions (referred to as Class 1, Class 2, etc.). Categorical Exemption Class 2 pertains to Replacement or Reconstruction. The Project falls under Class 2 which is defined as follows:

*“Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced...”*

### **Fiscal Impact**

The fiscal impact of the Notice of Exemption is estimated not-to-exceed \$1,000 and includes Riverside County recording fees. The costs associated with this filing have been accounted for in the recently associated Antonelle Court Pipeline Replacement staff report presented separately within this agenda.

### **Attachment(s)**

- CEQA Notice of Exemption
- Figure 1 – Project Location Map

Staff Report prepared by Erica Gonzales, Administrative Assistant

**NOTICE OF EXEMPTION**

**To:** County Clerk  
County of Riverside  
Post Office Box 751  
Riverside, CA 92502

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

**Project Title:** Antonelle Court Pipeline Replacement

**Project Location – Specific:** Antonelle Court between Pennsylvania Avenue and Cherry Avenue, Beaumont, CA 92223

**Project Location – City:** Beaumont

**Project Location – County:** Riverside

**Description of Nature, Purpose, and Beneficiaries of Project:** This project consists of the replacement of one water main pipeline at the location described above. The pipeline will be used to distribute water in the District’s water distribution system. The District provides potable and non-potable water service in the City of Beaumont and the unincorporated community of Cherry Valley.

**Name of Public Agency Approving Project:** Beaumont-Cherry Valley Water District

**Name of Person or Agency Carrying Out Project:** Beaumont-Cherry Valley Water District

**Exempt Status:** (check one)

- Ministerial
- Declared Emergency
- Emergency Project
- Categorical Exemption, State Type and Section Number:  
Class 2: Replacement or Reconstruction – State CEQA Guideline §15302
- Statutory Exemption, State Code Section Number: \_\_\_\_\_
- Other, Explanation: \_\_\_\_\_

**Reasons Why Project is Exempt:** The proposed project is exempt under the Class 2 Categorical Exemption because it consists of replacement of water main pipeline at the existing site. The replacement pipeline will have substantially the same purpose and capacity as the existing pipeline.

**Lead Agency Contact Person:**  
Mr. Daniel Jagers, BCVWD

**Title:** General Manager

**Telephone:** (951) 845-9581 Ext. 217

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date Received for Filing:** \_\_\_\_\_

Figure 1  
Project Location Map

