



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

**NOTICE AND AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Wednesday, July 14, 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 Order N-08-21*

*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=SXlzMFZCMGh0YTFFIL2tnUGlpU3h0UT09>

*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: Vice President Williams**

Roll Call - Board of Directors

**Pledge of Allegiance: Vice President Williams**

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

**Invocation: Director Hoffman**

**Roll Call**

**Teleconference Verification**

**Public Comment**

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted**

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. **Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

## **ACTION ITEMS**

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

- 1) **Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
  
- 2) **Consent Calendar:** All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
  - a) Review of the May 2021 Budget Variance Reports (pages 5 - 9)
  - b) Review of the May 31, 2021 Cash/Investment Balance Report (page 10)
  - c) Review of Check Register for the Month of June 2021 (pages 11 - 24)
  - d) Review of June 2021 Invoices Pending Approval (pages 25 - 27)
  - e) Minutes of the Regular Meeting of May 27, 2021 (pages 28 - 36)
  - f) Minutes of the Regular Meeting of June 9, 2021 (pages 37 - 48)
  - g) Minutes of the Regular Meeting of June 24, 2021 (pages 49 - 57)
  
- 3) **Consideration of Attendance at the California Special Districts Association Annual Conference in Monterey, CA August 30 – September 2, 2021** (pages 58 - 88)
  
- 4) **Resolution 2021-\_\_:** Amending the District Residences and Facility Emergency Policy (pages 89 - 121)
  
- 5) **Resolution 2021-\_\_:** Amending the District Policies and Procedures Manual Part II Adding Policy 4100: Electronic Communications and Data Devices at Dais (pages 122 - 134)
  
- 6) **Resolution 2021-\_\_:** Amending the District Policies and Procedures Manual Part II, Section 12 – Training, Education and Conferences and Section 13 – Remuneration / Per Diem Fees (pages 135 – 154)
  
- 7) **Adopt Annual List of BCVWD Pre-Approved Events and Director Appointments** (pages 155 - 163)
  
- 8) **Appointment of Member of the Finance & Audit Committee for Calendar Year 2021** (page 164)
  
- 9) **Authorize the General Manager to Execute an Agreement for a Compensation Study for an Amount not to Exceed \$25,420.00** (pages 165 - 210)
  
- 10) **Authorization for Additional Funding for the MDP Line 16 Storm Drain Project in an Amount Not to Exceed \$379,325.00** (pages 211 - 247)

- 11) **Recycled Water Program with the City of Beaumont: Discussion** (No staff report)
- 12) **Options to Address Unfunded Pension and Other Post-Employment Benefits (OPEB) Liabilities** (pages 248 - 257)
- 13) **Continued Review of Anticipated California Drought Conditions, District Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other Drought Response** (pages 258 - 261)
- 14) **Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07** (Report due every 21 days) (No written Staff Report)
- 15) **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)

#### 16) Reports For Discussion

- a. Ad Hoc Committees
  - i. Communications
  - ii. Sites Reservoir
  - iii. 2x2 Recycled Water

#### b. Directors' Reports

*In compliance with Government Code § 53232.3(d), Water Code § 20201, and BCVWD Policies and Procedures Manual Part II Section 13H, directors claiming a per diem and/or expense reimbursement (regardless of pre-approval status) will provide a brief report following attendance.*

- c. Directors' General Comments
- d. General Manager's Report
- e. Legal Counsel Report

#### 17) Announcements

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

- Personnel Committee Meeting: Monday, Jul. 19, 2021 at 5:30 p.m.
- Engineering Workshop: Thursday, Jul. 22, 2021 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Aug. 4, 2021 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, Aug. 5, 2021 at 3 p.m.
- Regular Board Meeting: Wednesday, Aug. 11, 2021 at 6 p.m.
- District Offices will be closed Monday, Sep. 6, 2021 in observance of Labor Day

#### 18) Action List for Future Meetings

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project
- Legal perspective on the Delta Conveyance (request to Counsel Markman)
- Legal update on drought conditions in the west
- Policy on rotation of Board President

## 19) Closed Session

- a. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
Significant exposure to litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
San Timoteo Watershed Authority v. City of Banning, et. al., Riverside County  
Superior Court Case No. RIC389197
- b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54947  
Title: General Manager

## 20) Report on Closed Session

## 21) Adjournment

### NOTICES

**AVAILABILITY OF AGENDA MATERIALS** - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available on the District website at the same time as they are distributed to Board Members: website: [www.bcvwd.org](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 to the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

### CERTIFICATION OF POSTING

I certify that on or before July 11, 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: 2021.07.08 16:30:22 -07'00'

William Clayton  
Acting Director of Finance and Administration

General Ledger  
Budget Variance Revenue

Beaumont-Cherry Valley Water District

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



User: wclayton  
Printed: 6/24/2021 2:06:17 PM  
Period 05 - 05  
Fiscal Year 2021

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail/ Uncollect
<b>50</b>	<b>GENERAL</b>					
01-50-510-419051	Grant Revenue	\$ 642,090.72	\$ -	\$ 49,226.00	\$ 592,864.72	92.33%
	<b>Grant Rev</b>	<b>\$ 642,090.72</b>	<b>\$ -</b>	<b>\$ 49,226.00</b>	<b>\$ 592,864.72</b>	<b>92.33%</b>
01-50-510-490001	Interest Income - Bonita Vista	\$ 1,600.00	\$ 7.01	\$ 353.36	\$ 1,246.64	77.92%
01-50-510-490011	Interest Income-Fairway Canyon	\$ 46,829.00	\$ -	\$ -	\$ 46,829.00	100.00%
01-50-510-490021	Interest Income - General	\$ 600,000.00	\$ 6,492.41	\$ 77,401.83	\$ 522,598.17	87.10%
	<b>Interest Income</b>	<b>\$ 648,429.00</b>	<b>\$ 6,499.42</b>	<b>\$ 77,755.19</b>	<b>\$ 570,673.81</b>	<b>88.01%</b>
01-50-510-481001	Fac Fees-Wells	\$ 1,496,528.00	\$ 1,936.00	\$ 1,140,304.00	\$ 356,224.00	23.80%
01-50-510-481006	Fac Fees-Water Rights (SWP)	\$ 383,425.00	\$ 1,225.00	\$ 149,450.00	\$ 233,975.00	61.02%
01-50-510-481012	Fac Fees-Water Treatment Plant	\$ 711,933.00	\$ 921.00	\$ 542,469.00	\$ 169,464.00	23.80%
01-50-510-481018	Fac Fees-Local Water Resources	\$ 151,805.00	\$ 485.00	\$ 59,170.00	\$ 92,635.00	61.02%
01-50-510-481024	Fac Fees-Recycld Wtr Facilities	\$ 1,083,746.00	\$ 1,402.00	\$ 825,778.00	\$ 257,968.00	23.80%
01-50-510-481030	Fac Fees-Transmission (16")	\$ 1,212,064.00	\$ 1,568.00	\$ 923,552.00	\$ 288,512.00	23.80%
01-50-510-481036	Fac Fees-Storage	\$ 1,552,184.00	\$ 2,008.00	\$ 1,182,712.00	\$ 369,472.00	23.80%
01-50-510-481042	Fac Fees-Booster	\$ 107,447.00	\$ 139.00	\$ 81,871.00	\$ 25,576.00	23.80%
01-50-510-481048	Fac Fees-Pressure Reducng Stns	\$ 54,883.00	\$ 71.00	\$ 41,819.00	\$ 13,064.00	23.80%
01-50-510-481054	Fac Fees-Misc Projects	\$ 47,926.00	\$ 62.00	\$ 36,518.00	\$ 11,408.00	23.80%
01-50-510-481060	Fac Fees-Financing Costs	\$ 235,765.00	\$ 305.00	\$ 179,645.00	\$ 56,120.00	23.80%
01-50-510-485001	Front Footage Fees	\$ 23,370.00	\$ 3,990.00	\$ 8,265.00	\$ 15,105.00	64.63%
	<b>Non-Operating Revenue</b>	<b>\$ 7,061,076.00</b>	<b>\$ 14,112.00</b>	<b>\$ 5,171,553.00</b>	<b>\$ 1,889,523.00</b>	<b>26.76%</b>
01-50-510-410100	Sales	\$ 5,626,822.29	\$ 349,538.06	\$ 1,618,349.32	\$ 4,008,472.97	71.24%
01-50-510-410151	Agricultural Irrigation Sales	\$ 22,315.78	\$ 1,933.44	\$ 4,941.30	\$ 17,374.48	77.86%
01-50-510-410171	Construction Sales	\$ 101,314.47	\$ 9,998.10	\$ 54,774.75	\$ 46,539.72	45.94%
01-50-510-413001	Backflow Admin Charges	\$ 45,000.00	\$ 2,796.41	\$ 19,216.33	\$ 25,783.67	57.30%
01-50-510-413011	Fixed Meter Charges	\$ 3,661,780.56	\$ 324,390.89	\$ 1,709,281.41	\$ 1,952,499.15	53.32%
01-50-510-413021	Meter Fees	\$ 300,000.00	\$ 51,914.00	\$ 149,432.00	\$ 150,568.00	50.19%
01-50-510-415001	SGPWA Importation Charges	\$ 3,870,300.00	\$ 262,211.11	\$ 1,261,275.61	\$ 2,609,024.39	67.41%
01-50-510-415011	SCE Power Charges	\$ 1,816,800.00	\$ 116,503.98	\$ 560,512.49	\$ 1,256,287.51	69.15%
01-50-510-417001	2nd Notice Penalties	\$ 100,000.00	\$ 5,690.00	\$ 17,420.00	\$ 82,580.00	82.58%
01-50-510-417011	3rd Notice Charges	\$ 50,000.00	\$ 2,810.00	\$ 2,805.00	\$ 47,195.00	94.39%
01-50-510-417021	Account Reinstatement Fees	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%
01-50-510-417031	Lien Processing Fees	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100.00%
01-50-510-417041	Credit Check Processing Fees	\$ 9,600.00	\$ 890.00	\$ 4,245.00	\$ 5,355.00	55.78%
01-50-510-417051	Returned Check Fees	\$ 4,000.00	\$ 125.00	\$ 1,025.00	\$ 2,975.00	74.38%
01-50-510-417061	Custmr Damages/Upgrade Charges	\$ 22,000.00	\$ -	\$ 2,420.00	\$ 19,580.00	89.00%
01-50-510-417071	After Hours Call Out Charges	\$ 600.00	\$ -	\$ -	\$ 600.00	100.00%
01-50-510-417081	Bench Test Fees	\$ 90.00	\$ -	\$ -	\$ 90.00	100.00%
01-50-510-417091	Credit Card Processing Fees	\$ 78,000.00	\$ 5,570.25	\$ 15,726.75	\$ 62,273.25	79.84%
01-50-510-419001	Rebates/Refunds	\$ -	\$ -	\$ 26,437.72	\$ (26,437.72)	0.00%
01-50-510-419011	Development Income	\$ 60,000.00	\$ 49,977.45	\$ 121,545.35	\$ (61,545.35)	-102.58%
01-50-510-419012	Development Income-GIS	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	100.00%
01-50-510-419031	Well Maintenance Reimbursemnt	\$ 7,500.00	\$ (3,792.86)	\$ (3,792.86)	\$ 11,292.86	150.57%
01-50-510-419061	Miscellaneous Income	\$ 500.00	\$ (15.04)	\$ 21,113.61	\$ (20,613.61)	-4122.72%
	<b>Operating Revenue</b>	<b>\$ 16,088,623.10</b>	<b>\$ 1,180,540.79</b>	<b>\$ 5,586,728.78</b>	<b>\$ 10,501,894.32</b>	<b>65.28%</b>
01-50-510-471001	Rent - 12303 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 1,000.00	\$ 1,400.00	58.33%
01-50-510-471011	Rent - 13695 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 1,000.00	\$ 1,400.00	58.33%
01-50-510-471021	Rent - 13697 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 1,000.00	\$ 1,400.00	58.33%
01-50-510-471031	Rent - 9781 Avenida Miravilla	\$ 2,400.00	\$ 200.00	\$ 1,000.00	\$ 1,400.00	58.33%
01-50-510-471101	Util - 12303 Oak Glen	\$ 4,118.00	\$ 321.09	\$ 1,604.11	\$ 2,513.89	61.05%
01-50-510-471111	Util - 13695 Oak Glen	\$ 4,000.00	\$ 160.17	\$ 1,410.62	\$ 2,589.38	64.73%
01-50-510-471121	Util - 13697 Oak Glen	\$ 5,000.00	\$ 183.17	\$ 1,881.62	\$ 3,118.38	62.37%
01-50-510-471131	Util - 9781 Avenida Miravilla	\$ 3,600.00	\$ 110.00	\$ 1,543.34	\$ 2,056.66	57.13%
	<b>Rent/Utilities</b>	<b>\$ 26,318.00</b>	<b>\$ 1,574.43</b>	<b>\$ 10,439.69</b>	<b>\$ 15,878.31</b>	<b>60.33%</b>
<b>Revenue Total</b>		<b>\$ 24,466,536.82</b>	<b>\$ 1,202,726.64</b>	<b>\$ 10,895,702.66</b>	<b>\$ 13,570,834.16</b>	<b>55.47%</b>

General Ledger  
Budget Variance Expense

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Period 05 - 05  
Fiscal Year 2021

Beaumont-Cherry Valley Water District

560 Magnolia Avenue  
Beaumont CA 92223  
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Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
<b>10</b>	<b>BOARD OF DIRECTORS</b>						
01-10-110-500101	Board of Directors Fees	\$ 45,200.00	\$ 4,420.00	\$ 20,360.00	\$ 24,840.00	\$ -	54.96%
01-10-110-500115	Social Security	\$ 2,805.00	\$ 274.04	\$ 1,262.32	\$ 1,542.68	\$ -	55.00%
01-10-110-500120	Medicare	\$ 658.00	\$ 64.09	\$ 295.22	\$ 362.78	\$ -	55.13%
01-10-110-500125	Health Insurance	\$ 130,241.40	\$ 1,874.31	\$ 7,497.24	\$ 122,744.16	\$ -	94.24%
01-10-110-500140	Life Insurance	\$ 120.00	\$ 5.38	\$ 39.36	\$ 80.64	\$ -	67.20%
01-10-110-500143	EAP Program	\$ 360.00	\$ 6.20	\$ 44.95	\$ 315.05	\$ -	87.51%
01-10-110-500145	Workers' Compensation	\$ 521.00	\$ 22.99	\$ 105.88	\$ 415.12	\$ -	79.68%
01-10-110-500175	Training/Education/Mtgs/Travel	\$ 10,000.00	\$ 198.00	\$ 1,843.00	\$ 8,157.00	\$ -	81.57%
	<b>Board of Directors Personnel</b>	<b>\$ 189,905.40</b>	<b>\$ 6,865.01</b>	<b>\$ 31,447.97</b>	<b>\$ 158,457.43</b>	<b>\$ -</b>	<b>83.44%</b>
01-10-110-550042	Supplies-Other	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
	<b>Board of Directors Materials &amp; Supplies</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>100.00%</b>
01-10-110-550012	Election Expenses	\$ 130,000.00	\$ 57,809.50	\$ 58,043.50	\$ 71,956.50	\$ -	55.35%
01-10-110-550051	Advertising/Legal Notices	\$ 1,400.00	\$ -	\$ 690.00	\$ 710.00	\$ -	50.71%
	<b>Board of Directors Services</b>	<b>\$ 131,400.00</b>	<b>\$ 57,809.50</b>	<b>\$ 58,733.50</b>	<b>\$ 72,666.50</b>	<b>\$ -</b>	<b>55.30%</b>
<b>Expense Total</b>	<b>BOARD OF DIRECTORS</b>	<b>\$ 322,305.40</b>	<b>\$ 64,674.51</b>	<b>\$ 90,181.47</b>	<b>\$ 232,123.93</b>	<b>\$ -</b>	<b>72.02%</b>
<b>20</b>	<b>ENGINEERING</b>						
01-20-210-500105	Labor	\$ 561,698.00	\$ 27,356.18	\$ 144,681.96	\$ 417,016.04	\$ -	74.24%
01-20-210-500115	Social Security	\$ 39,169.00	\$ 1,774.02	\$ 8,901.71	\$ 30,267.29	\$ -	77.27%
01-20-210-500120	Medicare	\$ 9,164.00	\$ 414.89	\$ 2,137.01	\$ 7,026.99	\$ -	76.68%
01-20-210-500125	Health Insurance	\$ 107,328.00	\$ 3,640.44	\$ 16,924.00	\$ 90,404.00	\$ -	84.23%
01-20-210-500140	Life Insurance	\$ 2,736.00	\$ 35.28	\$ 176.40	\$ 2,559.60	\$ -	93.55%
01-20-210-500143	EAP Program	\$ 344.00	\$ 7.75	\$ 38.75	\$ 305.25	\$ -	88.74%
01-20-210-500145	Workers' Compensation	\$ 5,778.00	\$ 181.61	\$ 951.40	\$ 4,826.60	\$ -	83.53%
01-20-210-500150	Unemployment Insurance	\$ 19,100.00	\$ -	\$ 885.50	\$ 18,214.50	\$ -	95.36%
01-20-210-500155	Retirement/CalPERS	\$ 90,255.00	\$ 3,690.16	\$ 19,046.85	\$ 71,208.15	\$ -	78.90%
01-20-210-500165	Uniforms & Employee Benefits	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ -	100.00%
01-20-210-500175	Training/Education/Mtgs/Travel	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	100.00%
01-20-210-500180	Accrued Sick Leave Expense	\$ 28,816.00	\$ (186.48)	\$ (219.84)	\$ 29,035.84	\$ -	100.76%
01-20-210-500185	Accrued Vacation Leave Expense	\$ 21,282.00	\$ 1,432.00	\$ 2,859.30	\$ 18,422.70	\$ -	86.56%
01-20-210-500187	Accrual Leave Payments	\$ 14,510.00	\$ -	\$ -	\$ 14,510.00	\$ -	100.00%
01-20-210-500195	CIP Related Labor	\$ (225,000.00)	\$ (1,557.59)	\$ (14,905.39)	\$ (210,094.61)	\$ -	93.38%
	<b>Engineering Personnel</b>	<b>\$ 681,530.00</b>	<b>\$ 36,788.26</b>	<b>\$ 181,477.65</b>	<b>\$ 500,052.35</b>	<b>\$ -</b>	<b>73.37%</b>
01-20-210-540048	Permits, Fees & Licensing	\$ 2,060.00	\$ -	\$ -	\$ 2,060.00	\$ -	100.00%
	<b>Engineering Materials &amp; Supplies</b>	<b>\$ 2,060.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,060.00</b>	<b>\$ -</b>	<b>100.00%</b>
01-20-210-540014	Development Reimbursable-GIS	\$ 300,000.00	\$ 41,950.00	\$ 41,950.00	\$ 258,050.00	\$ -	86.02%
01-20-210-550030	Membership Dues	\$ 900.00	\$ -	\$ 300.00	\$ 600.00	\$ -	66.67%
01-20-210-550051	Advertising/Legal Notices	\$ 2,000.00	\$ 532.00	\$ 532.00	\$ 1,468.00	\$ -	73.40%
01-20-210-580031	Outside Engineering	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ -	100.00%
01-20-210-580032	CIP Related Outside Engineering	\$ (41,280.00)	\$ -	\$ -	\$ (41,280.00)	\$ -	100.00%
	<b>Engineering Services</b>	<b>\$ 321,620.00</b>	<b>\$ 42,482.00</b>	<b>\$ 42,782.00</b>	<b>\$ 278,838.00</b>	<b>\$ -</b>	<b>86.70%</b>
<b>Expense Total</b>	<b>ENGINEERING</b>	<b>\$ 1,005,210.00</b>	<b>\$ 79,270.26</b>	<b>\$ 224,259.65</b>	<b>\$ 780,950.35</b>	<b>\$ -</b>	<b>77.69%</b>
<b>30</b>	<b>FINANCE &amp; ADMIN SERVICES</b>						
01-30-310-500105	Labor	\$ 1,178,947.00	\$ 61,442.46	\$ 340,151.71	\$ 838,795.29	\$ -	71.15%
01-30-310-500110	Overtime	\$ 1,214.00	\$ 480.30	\$ 2,215.36	\$ (1,001.36)	\$ -	-82.48%
01-30-310-500111	Double Time	\$ 193.00	\$ -	\$ 256.16	\$ (63.16)	\$ -	-32.73%
01-30-310-500115	Social Security	\$ 88,696.00	\$ 4,671.21	\$ 24,247.01	\$ 64,448.99	\$ -	72.66%
01-30-310-500120	Medicare	\$ 20,759.00	\$ 1,092.44	\$ 5,670.63	\$ 15,088.37	\$ -	72.68%
01-30-310-500125	Health Insurance	\$ 268,320.00	\$ 17,096.92	\$ 81,331.58	\$ 186,988.42	\$ -	69.69%
01-30-310-500130	CalPERS Health Admin Costs	\$ 2,500.00	\$ 140.03	\$ 718.89	\$ 1,781.11	\$ -	71.24%
01-30-310-500140	Life Insurance	\$ 6,348.00	\$ 106.56	\$ 526.68	\$ 5,821.32	\$ -	91.70%
01-30-310-500143	EAP Program	\$ 885.00	\$ 18.60	\$ 88.35	\$ 796.65	\$ -	90.02%
01-30-310-500145	Workers' Compensation	\$ 11,734.00	\$ 395.17	\$ 2,028.83	\$ 9,705.17	\$ -	82.71%
01-30-310-500150	Unemployment Insurance	\$ 40,094.00	\$ -	\$ -	\$ 40,094.00	\$ -	100.00%
01-30-310-500155	Retirement/CalPERS	\$ 211,738.00	\$ 14,390.97	\$ 78,974.50	\$ 132,763.50	\$ -	62.70%
01-30-310-500161	Estim Current Yr OPEB Expense	\$ 151,500.00	\$ -	\$ -	\$ 151,500.00	\$ -	100.00%
01-30-310-500165	Uniforms & Employee Benefits	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-30-310-500175	Training/Education/Mtgs/Travel	\$ 25,000.00	\$ 420.00	\$ 2,266.60	\$ 22,733.40	\$ -	90.93%
01-30-310-500180	Accrued Sick Leave Expense	\$ 57,478.00	\$ 3,607.56	\$ 8,584.77	\$ 48,893.23	\$ -	85.06%
01-30-310-500185	Accrued Vacation Leave Expense	\$ 86,947.00	\$ 6,631.45	\$ 20,104.15	\$ 66,842.85	\$ -	76.88%
01-30-310-500187	Accrual Leave Payments	\$ 93,571.00	\$ 3,049.02	\$ 18,993.63	\$ 74,577.37	\$ -	79.70%
01-30-310-500195	CIP Related Labor	\$ (16,032.00)	\$ -	\$ -	\$ (16,032.00)	\$ -	100.00%
01-30-310-560000	GASB 68 Pension Expense	\$ 167,500.00	\$ -	\$ -	\$ 167,500.00	\$ -	100.00%
01-30-320-500105	Labor	\$ 67,242.00	\$ 4,332.58	\$ 21,704.39	\$ 45,537.61	\$ -	67.72%
01-30-320-500110	Overtime	\$ 563.00	\$ 352.84	\$ 1,055.22	\$ (492.22)	\$ -	-87.43%
01-30-320-500111	Double Time	\$ -	\$ 27.67	\$ 103.49	\$ (103.49)	\$ -	#DIV/0!

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-30-320-500115	Social Security	\$ 4,630.00	\$ 298.12	\$ 1,444.46	\$ 3,185.54	\$ -	68.80%
01-30-320-500120	Medicare	\$ 1,084.00	\$ 69.72	\$ 337.82	\$ 746.18	\$ -	68.84%
01-30-320-500125	Health Insurance	\$ 26,832.00	\$ 1,278.20	\$ 6,391.00	\$ 20,441.00	\$ -	76.18%
01-30-320-500140	Life Insurance	\$ 444.00	\$ 6.60	\$ 33.00	\$ 411.00	\$ -	92.57%
01-30-320-500143	EAP Program	\$ 72.00	\$ 1.55	\$ 7.75	\$ 64.25	\$ -	89.24%
01-30-320-500145	Workers' Compensation	\$ 661.00	\$ 24.32	\$ 119.05	\$ 541.95	\$ -	81.99%
01-30-320-500150	Unemployment Insurance	\$ 2,287.00	\$ -	\$ -	\$ 2,287.00	\$ -	100.00%
01-30-320-500155	Retirement/CalPERS	\$ 11,828.00	\$ 426.09	\$ 2,130.44	\$ 9,697.56	\$ -	81.99%
01-30-320-500165	Uniforms & Employee Benefits	\$ 111.00	\$ -	\$ -	\$ 111.00	\$ -	100.00%
01-30-320-500175	Training/Education/Mtgs/Travel	\$ 9,400.00	\$ -	\$ 40.00	\$ 9,360.00	\$ -	99.57%
01-30-320-500176	District Professional Developm	\$ 29,000.00	\$ -	\$ 100.00	\$ 28,900.00	\$ -	99.66%
01-30-320-500177	Gen Safety Training & Supplies	\$ 28,250.00	\$ 750.00	\$ 2,750.00	\$ 25,500.00	\$ 224.29	89.47%
01-30-320-500180	Accrued Sick Leave Expense	\$ 3,106.00	\$ -	\$ 337.02	\$ 2,768.98	\$ -	89.15%
01-30-320-500185	Accrued Vacation Leave Expense	\$ 3,202.00	\$ 94.63	\$ 94.63	\$ 3,107.37	\$ -	97.04%
01-30-320-500187	Accrual Leave Payments	\$ 449.00	\$ -	\$ -	\$ 449.00	\$ -	100.00%
01-30-320-550024	Employment Testing	\$ 4,530.00	\$ 216.92	\$ 352.41	\$ 4,177.59	\$ -	92.22%
	<b>Finance &amp; Admin Services Personnel</b>	<b>\$ 2,592,083.00</b>	<b>\$ 121,421.93</b>	<b>\$ 623,159.53</b>	<b>\$ 1,968,923.47</b>	<b>\$ 224.29</b>	<b>75.95%</b>
01-30-310-550006	Cashiering Shortages/Overages	\$ 50.00	\$ (0.25)	\$ (0.25)	\$ 50.25	\$ -	100.50%
01-30-310-550018	Employee Medical/First Aid	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	100.00%
01-30-310-550042	Office Supplies	\$ 10,000.00	\$ 1,396.66	\$ 3,975.25	\$ 6,024.75	\$ -	60.25%
01-30-310-550046	Office Equipment	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-30-310-550048	Postage	\$ 12,000.00	\$ 278.40	\$ 1,242.60	\$ 10,757.40	\$ -	89.65%
01-30-310-550066	Subscriptions	\$ 2,000.00	\$ -	\$ 92.10	\$ 1,907.90	\$ -	95.40%
01-30-310-550072	Misc Operating Expenses	\$ 1,000.00	\$ -	\$ 0.15	\$ 999.85	\$ -	99.99%
01-30-310-550078	Bad Debt Expense	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	100.00%
01-30-310-550084	Depreciation	\$ 2,850,000.00	\$ 240,748.24	\$ 1,204,786.00	\$ 1,645,214.00	\$ -	57.73%
01-30-320-550028	District Certification	\$ 2,550.00	\$ -	\$ 2,195.00	\$ 355.00	\$ -	13.92%
01-30-320-550042	Office Supplies	\$ 2,500.00	\$ -	\$ 1,022.21	\$ 1,477.79	\$ -	59.11%
	<b>Finance &amp; Admin Services Materials &amp; Supplies</b>	<b>\$ 2,910,400.00</b>	<b>\$ 242,423.05</b>	<b>\$ 1,213,313.06</b>	<b>\$ 1,697,086.94</b>	<b>\$ -</b>	<b>58.31%</b>
01-30-310-500190	Temporary Labor	\$ 49,154.00	\$ 3,985.92	\$ 43,916.27	\$ 5,237.73	\$ -	10.66%
01-30-310-550001	Bank/Financial Service Fees	\$ 20,600.00	\$ 568.32	\$ 2,248.69	\$ 18,351.31	\$ -	89.08%
01-30-310-550008	Transaction/Return Fees	\$ 2,500.00	\$ 34.26	\$ 305.45	\$ 2,194.55	\$ -	87.78%
01-30-310-550010	Transaction/Credit Card Fees	\$ 78,000.00	\$ 6,134.95	\$ 29,216.87	\$ 48,783.13	\$ -	62.54%
01-30-310-550014	Credit Check Fees	\$ 10,300.00	\$ 513.30	\$ 2,388.00	\$ 7,912.00	\$ -	76.82%
01-30-310-550030	Membership Dues	\$ 43,260.00	\$ 2,086.67	\$ 19,867.31	\$ 23,392.69	\$ -	54.07%
01-30-310-550036	Notary & Lien Fees	\$ 2,060.00	\$ 45.00	\$ 272.00	\$ 1,788.00	\$ -	86.80%
01-30-310-550050	Utility Billing Service	\$ 72,000.00	\$ 10,457.13	\$ 31,482.24	\$ 40,517.76	\$ -	56.27%
01-30-310-550051	Advertising/Legal Notices	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
01-30-310-550054	Property, Auto& Gen Liab Insur	\$ 85,000.00	\$ 8,240.83	\$ 41,204.15	\$ 43,795.85	\$ -	51.52%
01-30-310-580001	Accounting & Audit	\$ 36,050.00	\$ 5,188.00	\$ 32,238.00	\$ 3,812.00	\$ -	10.57%
01-30-310-580011	General Legal	\$ 150,000.00	\$ 5,767.50	\$ 15,488.00	\$ 134,512.00	\$ -	89.67%
01-30-310-580036	Other Professional Services	\$ 147,200.00	\$ 4,510.00	\$ 20,510.00	\$ 126,690.00	\$ -	86.07%
01-30-320-550025	Employee Retention	\$ 5,000.00	\$ -	\$ 245.00	\$ 4,755.00	\$ -	95.10%
01-30-320-550026	Recruitment Expense	\$ 8,059.00	\$ -	\$ 996.00	\$ 7,063.00	\$ -	87.64%
01-30-320-550030	Membership Dues	\$ 1,470.00	\$ -	\$ 1,059.00	\$ 411.00	\$ -	27.96%
01-30-320-550051	Advertising/Legal Notices	\$ 2,785.00	\$ 448.00	\$ 1,149.34	\$ 1,635.66	\$ -	58.73%
01-30-320-580036	Other Professional Services	\$ 92,000.00	\$ 1,837.50	\$ 5,089.50	\$ 86,910.50	\$ -	94.47%
	<b>Finance &amp; Admin Services Services</b>	<b>\$ 809,438.00</b>	<b>\$ 49,817.38</b>	<b>\$ 247,675.82</b>	<b>\$ 561,762.18</b>	<b>\$ -</b>	<b>69.40%</b>
<b>Expense Total</b>	<b>FINANCE &amp; ADMIN SERVICES</b>	<b>\$ 6,311,921.00</b>	<b>\$ 413,662.36</b>	<b>\$ 2,084,148.41</b>	<b>\$ 4,227,772.59</b>	<b>\$ 224.29</b>	<b>66.98%</b>
<b>35</b>	<b>INFORMATION TECHNOLOGY</b>						
01-35-315-500105	Labor	\$ 143,514.00	\$ 10,414.40	\$ 51,421.10	\$ 92,092.90	\$ -	64.17%
01-35-315-500115	Social Security	\$ 11,298.00	\$ 646.18	\$ 4,242.10	\$ 7,055.90	\$ -	62.45%
01-35-315-500120	Medicare	\$ 2,643.00	\$ 151.12	\$ 992.08	\$ 1,650.92	\$ -	62.46%
01-35-315-500125	Health Insurance	\$ 26,832.00	\$ 2,170.69	\$ 10,853.45	\$ 15,978.55	\$ -	59.55%
01-35-315-500140	Life Insurance	\$ 936.00	\$ 16.80	\$ 84.00	\$ 852.00	\$ -	91.03%
01-35-315-500143	EAP Program	\$ 72.00	\$ 1.55	\$ 7.75	\$ 64.25	\$ -	89.24%
01-35-315-500145	Workers' Compensation	\$ 1,476.00	\$ 54.16	\$ 267.41	\$ 1,208.59	\$ -	81.88%
01-35-315-500150	Unemployment Insurance	\$ 4,880.00	\$ -	\$ -	\$ 4,880.00	\$ -	100.00%
01-35-315-500155	Retirement/CalPERS	\$ 15,804.00	\$ 1,216.00	\$ 6,026.37	\$ 9,777.63	\$ -	61.87%
01-35-315-500175	Training/Education/Mtgs/Travel	\$ 4,120.00	\$ -	\$ 95.00	\$ 4,025.00	\$ -	97.69%
01-35-315-500180	Accrued Sick Leave Expense	\$ 8,270.00	\$ -	\$ -	\$ 8,270.00	\$ -	100.00%
01-35-315-500185	Accrued Vacation Leave Expense	\$ 15,035.00	\$ -	\$ -	\$ 15,035.00	\$ -	100.00%
01-35-315-500187	Accrual Leave Payments	\$ 14,660.00	\$ -	\$ 16,960.51	\$ (2,300.51)	\$ -	-15.69%
01-35-315-500195	CIP Related Labor	\$ (32,875.00)	\$ -	\$ -	\$ (32,875.00)	\$ -	100.00%
	<b>Information Technology Personnel</b>	<b>\$ 216,665.00</b>	<b>\$ 14,670.90</b>	<b>\$ 90,949.77</b>	<b>\$ 125,715.23</b>	<b>\$ -</b>	<b>58.02%</b>
01-35-315-501511	Telephone/Internet Service	\$ 36,668.00	\$ 5,962.06	\$ 14,880.43	\$ 21,787.57	\$ -	59.42%
01-35-315-550044	Printing/Toner & Maint	\$ 19,000.00	\$ 1,235.74	\$ 6,005.16	\$ 12,994.84	\$ 221.40	67.23%
	<b>Information Technology Materials &amp; Supplies</b>	<b>\$ 55,668.00</b>	<b>\$ 7,197.80</b>	<b>\$ 20,885.59</b>	<b>\$ 34,782.41</b>	<b>\$ 221.40</b>	<b>62.08%</b>
01-35-315-550030	Membership Dues	\$ 2,060.00	\$ -	\$ 760.00	\$ 1,300.00	\$ -	63.11%
01-35-315-580016	Computer Hardware	\$ 25,000.00	\$ -	\$ 581.58	\$ 24,418.42	\$ -	97.67%
01-35-315-580021	IT/Software Support	\$ 5,150.00	\$ -	\$ 3,503.45	\$ 1,646.55	\$ -	31.97%
01-35-315-580026	License/Maintenance/Support	\$ 210,000.00	\$ 6,278.16	\$ 59,602.97	\$ 150,397.03	\$ -	71.62%
	<b>Information Technology Services</b>	<b>\$ 242,210.00</b>	<b>\$ 6,278.16</b>	<b>\$ 64,448.00</b>	<b>\$ 177,762.00</b>	<b>\$ -</b>	<b>73.39%</b>

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
<b>Expense Total</b>	<b>INFORTMATION TECHNOLOGY</b>	<b>\$ 514,543.00</b>	<b>\$ 28,146.86</b>	<b>\$ 176,283.36</b>	<b>\$ 338,259.64</b>	<b>\$ 221.40</b>	<b>65.70%</b>
<b>40</b>	<b>OPERATIONS</b>						
<b>410</b>	<b>Source of Supply Personnel</b>						
01-40-410-500105	Labor	\$ 483,039.00	\$ 16,482.97	\$ 92,373.30	\$ 390,665.70	\$ -	80.88%
01-40-410-500110	Overtime	\$ 20,292.00	\$ 553.67	\$ 1,321.29	\$ 18,970.71	\$ -	93.49%
01-40-410-500111	Double Time	\$ 2,751.00	\$ 2,428.58	\$ 2,428.58	\$ 322.42	\$ -	11.72%
01-40-410-500113	Standby/On-Call	\$ 12,250.00	\$ 700.00	\$ 3,850.00	\$ 8,400.00	\$ -	68.57%
01-40-410-500115	Social Security	\$ 36,063.00	\$ 1,461.37	\$ 6,906.94	\$ 29,156.06	\$ -	80.85%
01-40-410-500120	Medicare	\$ 8,439.00	\$ 341.77	\$ 1,615.35	\$ 6,823.65	\$ -	80.86%
01-40-410-500125	Health Insurance	\$ 187,824.00	\$ 7,877.35	\$ 39,386.75	\$ 148,437.25	\$ -	79.03%
01-40-410-500140	Life Insurance	\$ 3,252.00	\$ 32.04	\$ 160.20	\$ 3,091.80	\$ -	95.07%
01-40-410-500143	EAP Program	\$ 504.00	\$ 6.20	\$ 31.00	\$ 473.00	\$ -	93.85%
01-40-410-500145	Workers' Compensation	\$ 24,270.00	\$ 606.94	\$ 2,972.17	\$ 21,297.83	\$ -	87.75%
01-40-410-500150	Unemployment Insurance	\$ 57,436.00	\$ -	\$ 5,769.50	\$ 51,666.50	\$ -	89.95%
01-40-410-500155	Retirement/CalPERS	\$ 111,455.00	\$ 5,075.13	\$ 26,069.98	\$ 85,385.02	\$ -	76.61%
01-40-410-500165	Uniforms & Employee Benefits	\$ 3,652.00	\$ -	\$ 393.90	\$ 3,258.10	\$ -	89.21%
01-40-410-500175	Training/Education/Mtgs/Travel	\$ 6,000.00	\$ -	\$ 385.00	\$ 5,615.00	\$ -	93.58%
01-40-410-500180	Accrued Sick Leave Expense	\$ 22,256.00	\$ 1,321.88	\$ 3,605.69	\$ 18,650.31	\$ -	83.80%
01-40-410-500185	Accrued Vacation Leave Expense	\$ 31,088.00	\$ 1,602.36	\$ 6,983.14	\$ 24,104.86	\$ -	77.54%
01-40-410-500187	Accrual Leave Payments	\$ 8,586.00	\$ -	\$ -	\$ 8,586.00	\$ -	100.00%
01-40-410-500195	CIP Related Labor	\$ (30,000.00)	\$ -	\$ -	\$ (30,000.00)	\$ -	100.00%
<b>440</b>	<b>Transmission &amp; Distribution Personnel</b>						
01-40-440-500105	Labor	\$ 890,681.00	\$ 39,963.04	\$ 192,699.41	\$ 697,981.59	\$ -	78.36%
01-40-440-500110	Overtime	\$ 42,887.00	\$ 1,899.19	\$ 12,723.99	\$ 30,163.01	\$ -	70.33%
01-40-440-500111	Double Time	\$ 11,117.00	\$ -	\$ 3,537.34	\$ 7,579.66	\$ -	68.18%
01-40-440-500113	Standby/On-Call	\$ 29,250.00	\$ 1,200.00	\$ 6,600.00	\$ 22,650.00	\$ -	77.44%
01-40-440-500115	Social Security	\$ 68,068.00	\$ 2,838.49	\$ 14,567.05	\$ 53,500.95	\$ -	78.60%
01-40-440-500120	Medicare	\$ 15,931.00	\$ 663.87	\$ 3,424.71	\$ 12,506.29	\$ -	78.50%
01-40-440-500125	Health Insurance	\$ 303,216.00	\$ 12,504.65	\$ 69,438.76	\$ 233,777.24	\$ -	77.10%
01-40-440-500140	Life Insurance	\$ 5,496.00	\$ 63.73	\$ 367.21	\$ 5,128.79	\$ -	93.32%
01-40-440-500143	EAP Program	\$ 956.00	\$ 14.90	\$ 88.63	\$ 867.37	\$ -	90.73%
01-40-440-500145	Workers' Compensation	\$ 34,644.00	\$ 887.98	\$ 4,530.34	\$ 30,113.66	\$ -	86.92%
01-40-440-500155	Retirement/CalPERS	\$ 188,285.00	\$ 10,582.02	\$ 52,242.71	\$ 136,042.29	\$ -	72.25%
01-40-440-500165	Uniforms & Employee Benefits	\$ 7,000.00	\$ 1,019.08	\$ 1,940.93	\$ 5,059.07	\$ -	72.27%
01-40-440-500175	Training/Education/Mtgs/Travel	\$ 3,090.00	\$ 49.94	\$ 49.94	\$ 3,040.06	\$ -	98.38%
01-40-440-500177	General Safety Supplies	\$ 7,000.00	\$ 26.91	\$ 765.61	\$ 6,234.39	\$ -	89.06%
01-40-440-500180	Accrued Sick Leave Expense	\$ 45,345.00	\$ 1,390.56	\$ 7,504.35	\$ 37,840.65	\$ -	83.45%
01-40-440-500185	Accrued Vacation Leave Expense	\$ 53,352.00	\$ 1,630.14	\$ 12,658.80	\$ 40,693.20	\$ -	76.27%
01-40-440-500187	Accrual Leave Payments	\$ 20,399.00	\$ -	\$ 1,320.28	\$ 19,078.72	\$ -	93.53%
01-40-440-500195	CIP Related Labor	\$ (110,920.00)	\$ -	\$ (120.04)	\$ (110,799.96)	\$ -	99.89%
<b>450</b>	<b>Inspections Personnel</b>						
01-40-450-500105	Labor	\$ 32,976.00	\$ 1,694.92	\$ 30,531.65	\$ 2,444.35	\$ -	7.41%
01-40-450-500110	Overtime	\$ 1,780.00	\$ -	\$ 11,853.60	\$ (10,073.60)	\$ -	-565.93%
01-40-450-500111	Double Time	\$ 223.00	\$ -	\$ -	\$ 223.00	\$ -	100.00%
01-40-450-500115	Social Security	\$ 2,184.00	\$ 105.45	\$ 2,636.51	\$ (452.51)	\$ -	-20.72%
01-40-450-500120	Medicare	\$ 512.00	\$ 24.65	\$ 616.62	\$ (104.62)	\$ -	-20.43%
01-40-450-500125	Health Insurance	\$ 13,704.00	\$ 254.66	\$ 11,226.36	\$ 2,477.64	\$ -	18.08%
01-40-450-500140	Life Insurance	\$ 252.00	\$ 1.40	\$ 45.53	\$ 206.47	\$ -	81.93%
01-40-450-500143	EAP Program	\$ 36.00	\$ 0.28	\$ 10.07	\$ 25.93	\$ -	72.03%
01-40-450-500145	Workers' Compensation	\$ 1,617.00	\$ 39.78	\$ 1,019.70	\$ 597.30	\$ -	36.94%
01-40-450-500155	Retirement/CalPERS	\$ 8,891.00	\$ 420.74	\$ 5,829.04	\$ 3,061.96	\$ -	34.44%
<b>460</b>	<b>Customer Svc &amp; Meter Reading Personnel</b>						
01-40-460-500105	Labor	\$ 174,027.00	\$ 14,104.99	\$ 61,519.40	\$ 112,507.60	\$ -	64.65%
01-40-460-500110	Overtime	\$ 14,424.00	\$ 238.80	\$ 2,967.17	\$ 11,456.83	\$ -	79.43%
01-40-460-500111	Double Time	\$ 3,933.00	\$ -	\$ 424.48	\$ 3,508.52	\$ -	89.21%
01-40-460-500113	Standby/On-Call	\$ 3,250.00	\$ -	\$ -	\$ 3,250.00	\$ -	100.00%
01-40-460-500115	Social Security	\$ 14,421.00	\$ 990.68	\$ 4,743.31	\$ 9,677.69	\$ -	67.11%
01-40-460-500120	Medicare	\$ 3,375.00	\$ 231.70	\$ 1,109.33	\$ 2,265.67	\$ -	67.13%
01-40-460-500125	Health Insurance	\$ 80,496.00	\$ 7,523.61	\$ 26,288.86	\$ 54,207.14	\$ -	67.34%
01-40-460-500140	Life Insurance	\$ 1,188.00	\$ 26.55	\$ 97.48	\$ 1,090.52	\$ -	91.79%
01-40-460-500143	EAP Program	\$ 216.00	\$ 6.52	\$ 23.72	\$ 192.28	\$ -	89.02%
01-40-460-500145	Workers' Compensation	\$ 8,687.00	\$ 434.06	\$ 2,027.88	\$ 6,659.12	\$ -	76.66%
01-40-460-500155	Retirement/CalPERS	\$ 48,690.00	\$ 3,925.81	\$ 17,865.01	\$ 30,824.99	\$ -	63.31%
01-40-460-500165	Uniforms & Employee Benefits	\$ 1,800.00	\$ -	\$ 144.99	\$ 1,655.01	\$ -	91.95%
01-40-460-500175	Training/Education/Mtgs/Travel	\$ 412.00	\$ -	\$ -	\$ 412.00	\$ -	100.00%
01-40-460-500180	Accrued Sick Leave Expense	\$ 8,040.00	\$ 822.43	\$ 6,787.63	\$ 1,252.37	\$ -	15.58%
01-40-460-500185	Accrued Vacation Leave Expense	\$ 14,918.00	\$ 788.91	\$ 5,210.99	\$ 9,707.01	\$ -	65.07%
01-40-460-500187	Accrual Leave Payments	\$ 13,584.00	\$ -	\$ -	\$ 13,584.00	\$ -	100.00%
01-40-460-500195	CIP Related Labor	\$ (30,839.00)	\$ (1,219.78)	\$ (2,948.99)	\$ (27,890.01)	\$ -	90.44%
<b>470</b>	<b>Maintenance &amp; General Plant Personnel</b>						
01-40-470-500105	Labor	\$ 63,243.00	\$ -	\$ 2,145.02	\$ 61,097.98	\$ -	96.61%
01-40-470-500110	Overtime	\$ 3,081.00	\$ -	\$ -	\$ 3,081.00	\$ -	100.00%
01-40-470-500111	Double Time	\$ 955.00	\$ -	\$ -	\$ 955.00	\$ -	100.00%
01-40-470-500115	Social Security	\$ 4,186.00	\$ -	\$ 132.99	\$ 4,053.01	\$ -	96.82%
01-40-470-500120	Medicare	\$ 982.00	\$ -	\$ 31.10	\$ 950.90	\$ -	96.83%
01-40-470-500125	Health Insurance	\$ 31,956.00	\$ -	\$ 1,426.94	\$ 30,529.06	\$ -	95.53%
01-40-470-500140	Life Insurance	\$ 432.00	\$ -	\$ 4.70	\$ 427.30	\$ -	98.91%
01-40-470-500143	EAP Program	\$ 85.00	\$ -	\$ 1.58	\$ 83.42	\$ -	98.14%
01-40-470-500145	Workers' Compensation	\$ 3,101.00	\$ -	\$ 55.26	\$ 3,045.74	\$ -	98.22%
01-40-470-500155	Retirement/CalPERS	\$ 11,576.00	\$ 218.87	\$ 1,311.07	\$ 10,264.93	\$ -	88.67%
	<b>Operations Personnel</b>	<b>\$ 3,147,348.00</b>	<b>\$ 143,859.79</b>	<b>\$ 773,731.81</b>	<b>\$ 2,373,616.19</b>	<b>\$ -</b>	<b>75.42%</b>



Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
<b>410</b>	<b>Source of Supply Materials &amp; Supplies</b>						
01-40-410-501101	Electricity - Wells	\$ 1,816,800.00	\$ 314,859.99	\$ 700,372.04	\$ 1,116,427.96	\$ -	61.45%
01-40-410-501201	Gas - Wells	\$ 225.00	\$ 14.30	\$ 73.47	\$ 151.53	\$ -	67.35%
01-40-410-510011	Treatment & Chemicals	\$ 110,000.00	\$ 15,461.40	\$ 52,464.44	\$ 57,535.56	\$ -	52.31%
01-40-410-510021	Lab Testing	\$ 75,000.00	\$ 3,651.00	\$ 20,545.12	\$ 54,454.88	\$ -	72.61%
01-40-410-510031	Small Tools, Parts & Maint	\$ 8,000.00	\$ 424.96	\$ 4,904.03	\$ 3,095.97	\$ -	38.70%
01-40-410-520021	Maint & Rpr-Telemetry Equip	\$ 4,280.00	\$ -	\$ -	\$ 4,280.00	\$ -	100.00%
01-40-410-520061	Maint & Rpr-Pumping Equipment	\$ 142,613.00	\$ 1,377.19	\$ 13,091.08	\$ 129,521.92	\$ 50,169.90	55.64%
01-40-410-550066	Subscriptions	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
<b>440</b>	<b>Transmission &amp; Distribution Materials &amp; Supplies</b>						
01-40-440-510031	Small Tools, Parts & Maint	\$ 13,250.00	\$ 467.07	\$ 2,331.63	\$ 10,918.37	\$ -	82.40%
01-40-440-520071	Maint & Rpr-Pipelines&Hydrants	\$ 30,000.00	\$ 2,374.75	\$ 13,446.17	\$ 16,553.83	\$ 1,270.28	50.95%
01-40-440-520081	Maint & Rpr-Pressure Regulatrs	\$ 8,750.00	\$ -	\$ 5,577.49	\$ 3,172.51	\$ -	36.26%
01-40-440-540001	Backflow Program	\$ 4,200.00	\$ 1,302.99	\$ 1,302.99	\$ 2,897.01	\$ -	68.98%
01-40-440-540024	Inventory Adjustments	\$ 7,452.00	\$ (13,119.62)	\$ (13,119.62)	\$ 20,571.62	\$ -	276.06%
01-40-440-540036	Line Locates	\$ 3,605.00	\$ 204.70	\$ 697.67	\$ 2,907.33	\$ -	80.65%
01-40-440-540042	Meters Maintenance & Services	\$ 80,000.00	\$ 7,145.97	\$ 37,052.98	\$ 42,947.02	\$ 3,696.80	49.06%
01-40-440-540078	Reservoirs Maintenance	\$ 54,500.00	\$ -	\$ -	\$ 54,500.00	\$ -	100.00%
<b>470</b>	<b>Maintenance &amp; General Plant Materials &amp; Supplies</b>						
01-40-470-501111	Electricity - 560 Magnolia	\$ 35,000.00	\$ 2,600.00	\$ 6,452.60	\$ 28,547.40	\$ -	81.56%
01-40-470-501121	Electricity - 12303 Oak Glen	\$ 4,000.00	\$ 647.86	\$ 1,604.11	\$ 2,395.89	\$ -	59.90%
01-40-470-501131	Electricity - 13695 Oak Glen	\$ 2,000.00	\$ 305.37	\$ 690.16	\$ 1,309.84	\$ -	65.49%
01-40-470-501141	Electricity - 13697 Oak Glen	\$ 3,000.00	\$ 328.08	\$ 822.10	\$ 2,177.90	\$ -	72.60%
01-40-470-501151	Elec - 9781 Avenida Miravilla	\$ 2,000.00	\$ 200.00	\$ 464.89	\$ 1,535.11	\$ -	76.76%
01-40-470-501161	Electricity - 815 E. 12th	\$ 6,000.00	\$ 1,000.00	\$ 2,258.91	\$ 3,741.09	\$ -	62.35%
01-40-470-501171	Electricity - 851 E. 6th	\$ 4,200.00	\$ 477.69	\$ 1,259.91	\$ 2,940.09	\$ -	70.00%
01-40-470-501321	Propane - 12303 Oak Glen	\$ 118.00	\$ -	\$ -	\$ 118.00	\$ -	100.00%
01-40-470-501331	Propane - 13695 Oak Glen	\$ 2,000.00	\$ -	\$ 658.87	\$ 1,341.13	\$ -	67.06%
01-40-470-501341	Propane - 13697 Oak Glen	\$ 2,000.00	\$ -	\$ 1,059.52	\$ 940.48	\$ -	47.02%
01-40-470-501351	Propane-9781 Avenida Miravilla	\$ 1,600.00	\$ -	\$ 909.45	\$ 690.55	\$ -	43.16%
01-40-470-501411	Sanitation - 560 Magnolia	\$ 2,987.00	\$ 363.51	\$ 1,361.07	\$ 1,625.93	\$ -	54.43%
01-40-470-501461	Sanitation - 815 E. 12th	\$ 4,172.00	\$ 478.25	\$ 2,255.93	\$ 1,916.07	\$ -	45.93%
01-40-470-501471	Sanitation - 11083 Cherry Ave	\$ 3,296.00	\$ 279.65	\$ 1,398.25	\$ 1,897.75	\$ -	57.58%
01-40-470-501611	Maint & Repair- 560 Magnolia	\$ 26,856.00	\$ 422.60	\$ 6,916.42	\$ 19,939.58	\$ -	74.25%
01-40-470-501621	Maint & Repair- 12303 Oak Glen	\$ 4,600.00	\$ 370.86	\$ 1,876.66	\$ 2,723.34	\$ -	59.20%
01-40-470-501631	Maint & Repair- 13695 Oak Glen	\$ 9,000.00	\$ -	\$ 178.05	\$ 8,821.95	\$ -	98.02%
01-40-470-501641	Maint & Repair- 13697 Oak Glen	\$ 4,000.00	\$ 648.90	\$ 783.52	\$ 3,216.48	\$ -	80.41%
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	\$ 4,000.00	\$ -	\$ 52.80	\$ 3,947.20	\$ -	98.68%
01-40-470-501661	Maint & Repair- 815 E. 12th	\$ 7,115.00	\$ 196.20	\$ 2,116.64	\$ 4,998.36	\$ 1,031.22	55.76%
01-40-470-501671	Maint & Repair- 851 E. 6th	\$ 3,000.00	\$ 83.85	\$ 787.36	\$ 2,212.64	\$ -	73.75%
01-40-470-501691	Maint & Rpr- Buidlgs (General)	\$ 60,000.00	\$ 104.63	\$ 1,222.99	\$ 58,777.01	\$ -	97.96%
01-40-470-510001	Auto/Fuel	\$ 84,000.00	\$ 7,616.42	\$ 28,260.77	\$ 55,739.23	\$ -	66.36%
01-40-470-520011	Maint & Rpr-Safety Equipment	\$ 17,510.00	\$ 368.78	\$ 3,560.23	\$ 13,949.77	\$ -	79.67%
01-40-470-520031	Maint & Rpr-General Equipment	\$ 47,380.00	\$ 4,929.05	\$ 16,645.51	\$ 30,734.49	\$ 3,807.27	56.83%
01-40-470-520041	Maint & Rpr-Fleet	\$ 125,500.00	\$ 7,501.22	\$ 36,403.11	\$ 89,096.89	\$ -	70.99%
01-40-470-520051	Maint & Rpr-Paving	\$ 140,000.00	\$ 25,665.75	\$ 51,382.75	\$ 88,617.25	\$ -	63.30%
01-40-470-520091	Maint & Rpr-Communicatn Equip	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	100.00%
	<b>Operations Materials &amp; Supplies</b>	\$ <b>2,973,509.00</b>	\$ <b>388,753.37</b>	\$ <b>1,010,122.07</b>	\$ <b>1,963,386.93</b>	\$ <b>59,975.47</b>	<b>64.01%</b>
<b>410</b>	<b>Source of Supply Services</b>						
01-40-410-500501	State Project Water Purchases	\$ 3,870,300.00	\$ -	\$ 666,729.00	\$ 3,203,571.00	\$ -	82.77%
01-40-410-540084	State Mandates & Tariffs	\$ 90,000.00	\$ 4,656.88	\$ 48,770.09	\$ 41,229.91	\$ -	45.81%
<b>440</b>	<b>Transmission &amp; Distribution Services</b>						
01-40-440-550051	Advertising/Legal Notices	\$ 4,000.00	\$ -	\$ 1,268.00	\$ 2,732.00	\$ -	68.30%
<b>470</b>	<b>Maintenance &amp; General Plant Services</b>						
01-40-470-540030	Landscape Maintenance	\$ 82,000.00	\$ 5,564.87	\$ 26,199.96	\$ 55,800.04	\$ -	68.05%
01-40-470-540072	Rechrng Facs, Cnyns&Ponds Maint	\$ 200,000.00	\$ 1,793.94	\$ 25,949.33	\$ 174,050.67	\$ -	87.03%
	<b>Operations Services</b>	\$ <b>4,246,300.00</b>	\$ <b>12,015.69</b>	\$ <b>768,916.38</b>	\$ <b>3,477,383.62</b>	\$ -	<b>81.89%</b>
<b>Expense Total</b>	<b>OPERATIONS</b>	\$ <b>10,367,157.00</b>	\$ <b>544,628.85</b>	\$ <b>2,552,770.26</b>	\$ <b>7,814,386.74</b>	\$ <b>59,975.47</b>	<b>74.80%</b>
<b>50</b>	<b>GENERAL</b>						
01-50-510-502001	Rents/Leases	\$ 24,900.00	\$ 2,085.75	\$ 10,428.75	\$ 14,471.25	\$ -	58.12%
01-50-510-510031	Small Tools, Parts & Maint	\$ 515.00	\$ -	\$ 47.16	\$ 467.84	\$ -	90.84%
01-50-510-540066	Property Damages & Theft	\$ 26,827.00	\$ -	\$ 4,956.97	\$ 21,870.03	\$ -	81.52%
01-50-510-550040	General Supplies	\$ 15,279.00	\$ 362.10	\$ 2,198.91	\$ 13,080.09	\$ -	85.61%
01-50-510-550060	Public Ed./Community Outreach	\$ 99,330.00	\$ 2,808.75	\$ 18,227.50	\$ 81,102.50	\$ -	81.65%
01-50-510-550072	Misc Operating Expenses	\$ 1,030.00	\$ -	\$ -	\$ 1,030.00	\$ -	100.00%
01-50-510-550074	Disaster Preparedness Ongoing Expenses	\$ 15,000.00	\$ 121.01	\$ 3,661.73	\$ 11,338.27	\$ -	75.59%
	<b>General Materials &amp; Supplies</b>	\$ <b>182,881.00</b>	\$ <b>5,377.61</b>	\$ <b>39,521.02</b>	\$ <b>143,359.98</b>	\$ -	<b>78.39%</b>
01-50-510-550096	Beaumont Basin Watermaster	\$ 50,000.00	\$ 3,596.45	\$ 17,982.20	\$ 32,017.80	\$ -	64.04%
01-50-510-550097	SAWPA Basin Monitoring Program	\$ 19,000.00	\$ 1,275.66	\$ 6,378.30	\$ 12,621.70	\$ -	66.43%
	<b>General Services</b>	\$ <b>69,000.00</b>	\$ <b>4,872.11</b>	\$ <b>24,360.50</b>	\$ <b>44,639.50</b>	\$ -	<b>64.69%</b>
<b>Expense Total</b>	<b>GENERAL</b>	\$ <b>251,881.00</b>	\$ <b>10,249.72</b>	\$ <b>63,881.52</b>	\$ <b>187,999.48</b>	\$ -	<b>74.64%</b>
<b>Expense Total</b>	<b>ALL EXPENSES</b>	\$ <b>18,773,017.40</b>	\$ <b>1,140,632.56</b>	\$ <b>5,191,524.67</b>	\$ <b>13,581,492.73</b>	\$ <b>60,421.16</b>	<b>72.02%</b>



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

Account Name	Wells Fargo	Account Ending #	Cash Balance Per Account Balance	Prior Month Balance
	General	4152	\$3,971,124.82	\$3,984,410.91
<b>Total Cash</b>			<b>\$ 3,971,124.82</b>	<b>\$ 3,984,410.91</b>

Investment Summary

Account Name	Market Value	Prior Month Balance	Actual % of Total	Policy % Limit	Maturity	Par Amount	Rate	2021 Interest to Date
Ca. State Treasurer's Office: Local Agency Investment Fund	\$31,765,165.81	\$31,765,165.81	46%	No Limit	Liquid	N/A	0.29	\$74,640.53 <sup>(1)</sup>
CalTRUST Short Term Fund	\$36,881,380.33	\$36,874,887.92	54%	No Limit	Liquid	N/A	0.21	\$46,543.86
<b>Total Investments</b>	<b>\$68,646,546.14</b>	<b>\$68,640,053.73</b>						<b>\$121,184.39</b>
<b>Total Cash &amp; Investments</b>	<b>\$ 72,617,670.96</b>	<b>\$ 72,624,464.64</b>						

The investments above are in accordance with the District's investment policy. *[Signature]* 6/24/2021

BCVWD will be able to meet its cash flow obligations for the next 6 months. *[Signature]* 6/24/2021

(1) 4th Quarter 2020 Interest received in 2021

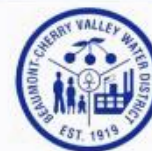
# Accounts Payable

## Checks by Date - Detail by Check Date

User: wclayton  
 Printed: 6/23/2021 11:43 AM

### Beaumont-Cherry Valley Water District

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



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11548	UB*04349	Bruce Bartells Refund Check	06/02/2021		583.33
Total for Check Number 11548:				0.00	583.33
11549	UB*04347	Howard Finelt Refund Check	06/02/2021		119.83
Total for Check Number 11549:				0.00	119.83
11550	UB*04351	Victor Hunsaker Refund Check Refund Check Refund Check Refund Check	06/02/2021		1.10 6.07 224.36 2.49
Total for Check Number 11550:				0.00	234.02
11551	UB*04350	Kathy Martin Refund Check Refund Check Refund Check Refund Check Refund Check	06/02/2021		10.89 117.41 7.00 21.97 24.52
Total for Check Number 11551:				0.00	181.79
11552	UB*04352	Myron Pilchier Refund Check Refund Check Refund Check	06/02/2021		2.42 5.61 1.18
Total for Check Number 11552:				0.00	9.21
11553	UB*04353	Tina & Carlos Torres Refund Check Refund Check Refund Check Refund Check	06/02/2021		2.11 22.67 4.74 4.68
Total for Check Number 11553:				0.00	34.20
11554	UB*04348	Lindy Wallims Refund Check	06/02/2021		79.50
Total for Check Number 11554:				0.00	79.50
Total for 6/2/2021:				0.00	1,241.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10977 06032021	OnLogic, Inc. Audio Visual Equipment Replacement	06/03/2021		24,965.90
Total for this ACH Check for Vendor 10977:				0.00	24,965.90
11555	10144 LYUM1542326 LYUM1542376 LYUM1545622	AlSCO Inc Nitrile Gloves Cleaning Mats & Shop Towels 12th/Palm May 2021 Cleaning Mats & Shop Towels 12th/Palm May 2021	06/03/2021		161.63 35.60 35.60
Total for Check Number 11555:				0.00	232.83
11556	10382 6717	Beaumont Power Equipment Inc (12) Weed Eaters - Districtwide	06/03/2021		413.63
Total for Check Number 11556:				0.00	413.63
11557	10179 219-245	Brian's Live Bee Removal Bee Hive Removal - Cherry Yard	06/03/2021		175.00
Total for Check Number 11557:				0.00	175.00
11558	10774 577163	Jesus Camacho (22) Truck Washes June 2021	06/03/2021		235.00
Total for Check Number 11558:				0.00	235.00
11559	10822 26730084 26730084 26730086 26730086	Canon Financial Services, Inc Contract Charge - 05/01-05/31/2021 - 560 Magnolia Meter Usage - 04/01-04/30/2021 Contract Charge - 05/01-05/31/2021 - 12th/Palm Meter Usage - 04/01-04/30/2021	06/03/2021		571.89 256.36 235.78 80.97
Total for Check Number 11559:				0.00	1,145.00
11560	10016 EP2021-0905 EP2021-0911 EP2021-0916	City of Beaumont EP0905 1628 Sunnyslope EP0911 560 Michigan Ave EP0916 447 B. St	06/03/2021		490.63 645.56 490.63
Total for Check Number 11560:				0.00	1,626.82
11561	10473 3272	County of Riverside Election Services for Nov 2020	06/03/2021		57,809.50
Total for Check Number 11561:				0.00	57,809.50
11562	10098 IN0413303	County of Riverside Dept of Environmental Health Annual Env Health Level II Permit - Well 21	06/03/2021		1,136.00
Total for Check Number 11562:				0.00	1,136.00
11563	10360 COLINV095763 COLINV095763 COLINV095763	Cutting Edge Supply CAT Retainer CAT Dozer Teeth CAT Dozer Pins	06/03/2021		123.48 607.49 57.32
Total for Check Number 11563:				0.00	788.29
11564	10929 985	IC Systems (96) 60lb Buckets of Accu-Tab Chlorine Tablets	06/03/2021		14,424.00
Total for Check Number 11564:				0.00	14,424.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11565	10273	Inland Water Works Supply Co.	06/03/2021		
	S1045463.002	Nipple Galv 1 1/4 x 5			10.79
	S1045463.002	Nipple Galv 1 1/4 x 3 1/2			10.27
	S1045463.002	Galv 3/4 45 ELL			35.67
	S1045463.002	Nipple Galv 1 1/4 x 5 1/2			16.08
	S1045463.002	Nipple Galv 1 1/4 x 6			17.21
	S1045463.002	Nipple Galv 2 x 5			21.37
	S1045463.002	Nipple Galv 2 x 5 1/2			13.98
	S1045463.002	Nipple Galv 1 1/4 x 2 1/2			9.04
	S1045463.002	Nipple Galv 1 1/4 x 4 1/2			9.67
	S1045463.003	2 Flex Coupling			363.35
	S1045463.003	1 x 3 FC Clamp			184.61
	S1045465.002	Corp Stop 1 MIP			396.04
	S1045465.003	Flex 501 A Barrel 10 x 12			1,562.32
	S1045465.003	Ball Valve Brass 1 FIP x FIP			5,993.30
	S1045465.003	Flex Gasket 1070 - 1100			297.46
	S1045465.003	Full Circle 2 x 6 IPS			793.33
	S1045465.003	Gate Valve Brass 1.25			230.12
	S1045465.004	Angle Meter Stop 1 CTS Comp			3,550.10
	S1045465.005	Full Circle 860 - 900 x 07			565.94
	S1045466.002	Nipple Brass 1 x 2.5			14.69
	S1045466.002	1 x 1/16 Meter Gaskets			633.90
	S1045466.002	Nipple Brass 1 x 3.5			97.89
	S1045466.002	Meter Coupling .75 x 2			405.49
	S1045466.002	Elbow Brass 1 - 45			544.66
	S1045466.003	3/4 x 1/8 Meter Gaskets			375.85
	S1045466.004	Meter Coupling .75 x 2-1/2			1,030.40
	S1045466.005	3/4 x 1/8 Meter Gaskets			996.87
	S1045466.005	Nipple Brass 1 x 03			27.63
	S1045467.002	Curb Stop Lockwing FIP x FIP 1 Style (Lock-Off)			10,021.05
	S1045600.001	Materials for 2 Meter Install for WTP			16,670.83
	S1045765.001	100W Security Seals			50.69
	S1045765.001	100W+3Port ERT's Encoder w/Integral Connector - New Installs			15,839.25
	S1046063.001	Angle Meter Stop 1 CTS Comp			3,550.10
	S1046063.001	Curb Stop Lockwing FIP x FIP 1 Style (Lock-Off)			2,766.33
	S1046063.001	Nipple Brass 1 x Close			163.45
	S1046063.001	Curb Stop Lockwing FIP x FIP 1 Style (Lock-On)			3,058.30
	S1046063.001	Meter Box Conc Read Lid #36 & 37 9 1/8 x 5 1/2			49.57
	S1046063.001	Nipple Brass 1 x 06			516.99
	S1046063.001	Copper Tubing 1			5,187.67
	S1046063.001	Ball Valve Brass 1 FIP x FIP			1,126.68
	S1046063.001	Gate Valve Brass 1			1,643.56
	S1046063.001	1 x 5 U Branch			2,014.76
	S1046063.002	Meter Resetters - Field Staff			577.54
Total for Check Number 11565:				0.00	81,444.80
11566	10809	Inner-City Auto Repair & Tires	06/03/2021		
	1901	Ball Joint/Tie Rod/Center Drag Link - Unit 16/OD 119,588			688.89
	1901	Labor - Ball Joint/Tie Rod/Center Drag Link - Unit 16/OD 119,588			705.99
	1911	Steering Gear Box/Pitman Arm/Track Bar - Unit 16/OD 119,588			1,045.57
	1911	Labor - Steering Gear Bx/Pitman Arm/Trck Br - Unit 16/OD 119,588			431.99
	1912	Labor - Relay Wiring - Unit 1/OD 47,427			770.00
	1912	Relay Wiring - Unit 1/OD 47,427			113.73
	1927	Shocks/Spark Plugs/Air Filter/R Brakes - Unit 4/OD 55,807			992.57
	1927	Labor - Shocks/Sprk Plugs/Air Filter/R Brakes - Unit 4/OD 55,807			506.99
Total for Check Number 11566:				0.00	5,255.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11567	10429 56838	Legend Pump & Well Service Inc Electrical Repair - Well 10	06/03/2021		556.00
Total for Check Number 11567:				0.00	556.00
11568	10281 45648 45648 45650 45650	Luther's Truck and Equipment Labor - Repair Air Brakes - Equipment Trailer Repair Air Brakes - Equipment Trailer Exhaust Leak/Tires - Unit 21/OD 31,429 Labor - Exhaust Leak/Tires - Unit 21/OD 31,429	06/03/2021		875.00 355.87 1,772.39 1,157.50
Total for Check Number 11568:				0.00	4,160.76
11569	10026 550164 RI 550164 RI	McCrometer Inc Repair (3) Hydrant Meters Repair (1) Hydrant Meters	06/03/2021		483.00 724.28
Total for Check Number 11569:				0.00	1,207.28
11570	10027 04022021	MST Backflow Inc Complete Check Valves - Champions Drive/East of Golf Course Entr	06/03/2021		1,302.99
Total for Check Number 11570:				0.00	1,302.99
11571	10527 57730524 57777296	OfficeTeam, A Robert Half Company Customer Service Temp 05/17-05/21/2021 Customer Service Temp 05/24-05/24/2021	06/03/2021		996.48 996.48
Total for Check Number 11571:				0.00	1,992.96
11572	10689 197892 198008	Safety Compliance Company Safety Meeting - Fall Restraint 05/18/2021 Inspection - 05/17/2021	06/03/2021		250.00 250.00
Total for Check Number 11572:				0.00	500.00
11573	10030 2039374889 Apr 2039374889 Apr 2039374889 Apr 2039374889 May 2039374889 May 2039374889 May	Southern California Edison Electricity 03/23 - 04/22/2021 - 12303 Oak Glen Rd Electricity 03/23 - 04/22/2021 - 13695 Oak Glen Rd Electricity 03/23 - 04/22/2021 - 13697 Oak Glen Rd Electricity 04/23 - 05/23/2021 - 13695 Oak Glen Rd Electricity 04/23 - 05/23/2021 - 12303 Oak Glen Rd Electricity 04/23 - 05/23/2021 - 13697 Oak Glen Rd	06/03/2021		326.77 145.20 144.91 160.17 321.09 183.17
Total for Check Number 11573:				0.00	1,281.31
11574	10042 2021-04-00037 2021-05-00118	Southern California Gas Company SoCal Gas Utility Request - Wastewater Treatment Plant SoCal Gas Utility Request - MDP Line 16 Relocations	06/03/2021		27.00 27.00
Total for Check Number 11574:				0.00	54.00
11575	10778 6467	Urban Habitat Landscape Contract Service - May 2021	06/03/2021		5,140.50
Total for Check Number 11575:				0.00	5,140.50
11576	10934 1053019	USAFact, Inc Pre Employment Background Checks	06/03/2021		111.92
Total for Check Number 11576:				0.00	111.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11577	10385 5531324	Waterline Technologies, Inc. - PSOC Chlorine - Well 29	06/03/2021		1,037.40
Total for Check Number 11577:				0.00	1,037.40
11578	10651 22238	Weldors Supply and Steel, Inc Oxygen - Unit 4	06/03/2021		26.71
Total for Check Number 11578:				0.00	26.71
11579	10158 97948	Wienhoff Drug Testing Random Employee Drug Testing	06/03/2021		45.00
Total for Check Number 11579:				0.00	45.00
Total for 6/3/2021:				0.00	207,069.33
ACH	10138 HW201 May 2021	ARCO Business Solutions ARCO Fuel Charges 05/25-05/31/2021	06/07/2021		1,712.45
Total for this ACH Check for Vendor 10138:				0.00	1,712.45
Total for 6/7/2021:				0.00	1,712.45
11580	10480 POS7238A	Yolanda or Ruben Rodriguez Postage for Returned Equipment	06/09/2021		76.30
Total for Check Number 11580:				0.00	76.30
Total for 6/9/2021:				0.00	76.30
ACH	10085 1001870980 1001870980 1001870980 1001870980 1001870980 1001870980 1001870980 1001870980 1001870980	CalPERS Retirement System PR Batch 00001.06.2021 CalPERS 8% EE Paid PR Batch 00001.06.2021 CalPERS 1% ER Paid PR Batch 00001.06.2021 CalPERS ER PEPRA PR Batch 00001.06.2021 CalPERS 7.5% EE PEPRA PR Batch 00001.06.2021 CalPERS ER Paid Classic PR Batch 00001.06.2021 CalPERS 7% EE Deduction PR Batch 00001.06.2021 CalPERS 7.5% EE PEPRA PR Batch 00001.06.2021 CalPERS ER PEPRA PR Batch 00001.06.2021 CalPERS 8% ER Paid	06/10/2021		1,964.91 182.94 3,374.93 65.40 8,451.54 1,280.67 3,072.25 71.85 785.40
Total for this ACH Check for Vendor 10085:				0.00	19,249.89
ACH	10087 0-460-848-800 0-460-848-800 0-460-848-800 0-460-848-800	EDD PR Batch 00001.06.2021 CA SDI PR Batch 00001.06.2021 State Income Tax PR Batch 00001.06.2021 State Income Tax PR Batch 00001.06.2021 CA SDI	06/10/2021		1,298.23 14.45 4,410.81 10.64
Total for this ACH Check for Vendor 10087:				0.00	5,734.13

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10094	U.S. Treasury	06/10/2021		
	270156162277872	PR Batch 00001.06.2021 FICA Employer Portion			54.98
	270156162277872	PR Batch 00001.06.2021 FICA Employer Portion			6,922.14
	270156162277872	PR Batch 00001.06.2021 Medicare Employer Portion			12.86
	270156162277872	PR Batch 00001.06.2021 Medicare Employee Portion			12.86
	270156162277872	PR Batch 00001.06.2021 Medicare Employee Portion			1,618.89
	270156162277872	PR Batch 00001.06.2021 Medicare Employer Portion			1,618.89
	270156162277872	PR Batch 00001.06.2021 FICA Employee Portion			6,922.14
	270156162277872	PR Batch 00001.06.2021 Federal Income Tax			10,690.60
	270156162277872	PR Batch 00001.06.2021 Federal Income Tax			72.68
	270156162277872	PR Batch 00001.06.2021 FICA Employee Portion			54.98
Total for this ACH Check for Vendor 10094:				0.00	27,981.02
ACH	10141	Ca State Disbursement Unit	06/10/2021		
	36063212	PR Batch 00001.06.2021 Garnishment			438.05
	36063212	PR Batch 00001.06.2021 Garnishment			288.46
Total for this ACH Check for Vendor 10141:				0.00	726.51
ACH	10203	Voya Financial	06/10/2021		
	VB1450PP12-2021	PR Batch 00001.06.2021 Deferred Comp			350.00
Total for this ACH Check for Vendor 10203:				0.00	350.00
ACH	10264	CalPERS Supplemental Income Plans	06/10/2021		
	1001870967	PR Batch 00001.06.2021 457 Loan Repayment			357.79
	1001870967	PR Batch 00001.06.2021 100% Contribution			720.33
	1001870967	PR Batch 00001.06.2021 ROTH % Deduction			55.34
	1001870967	PR Batch 00001.06.2021 CalPERS 457			1,086.00
	1001870967	PR Batch 00001.06.2021 CalPERS 457 %			65.03
Total for this ACH Check for Vendor 10264:				0.00	2,284.49
ACH	10895	Basic Pacific	06/10/2021		
	06102021	PR Batch 00001.06.2021 Flexible Spending Account (PT)			197.91
Total for this ACH Check for Vendor 10895:				0.00	197.91
ACH	10288	CalPERS Health Fiscal Services Division	06/10/2021		
	05142021	Admin Fee for Health Ins June 2021			131.97
	05142021	Retired Employees Health Ins June 2021			2,370.00
	05142021	Active Employees Health Ins June 2021			54,987.75
	05142021	Admin Fee for Retired Emp Health Ins June 2021			13.12
Total for this ACH Check for Vendor 10288:				0.00	57,502.84
Total for 6/10/2021:				0.00	114,026.79
ACH	10031	Staples Business Advantage	06/14/2021		
	3468407050	Office Supplies Not Received			-402.40
	3468407051	Office Supplies Not Received			-37.38
	3468407052	Office Supplies Not Received			-261.65
	3477748654	Office Supplies - 560 Magnolia Ave			347.94
	3477748655	Office Supplies - 560 Magnolia Ave			323.20
	3477748657	Office Supplies - 560 Magnolia Ave			594.52
	3478400181	Office Supplies - 560 Magnolia Ave			131.00
Total for this ACH Check for Vendor 10031:				0.00	695.23
ACH	10042	Southern California Gas Company	06/14/2021		
	07132135000May	Monthly Gas Charges 04/27-05/26/21			14.30
Total for this ACH Check for Vendor 10042:				0.00	14.30



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10052 5312021 5312021 5312021 5312021 5312021 5312021	Home Depot Credit Services Bait Stations - Pest Control Blue Cooling Towels - Heat Stress Safety Gloves - Unit 35 Adapter/Elbow/Panel/Coupling/Lumber/Drywall - 12303 Oak Glen Canopy - Heat Stress Safety 12 Volt Battery Toilet - 12303 Oak Glen	06/14/2021		45.13 126.71 26.91 153.72 352.34 257.52 203.65
Total for this ACH Check for Vendor 10052:				0.00	1,165.98
ACH	10138 HW201 June 2021	ARCO Business Solutions ARCO Fuel Charges 06/01-06/07/2021	06/14/2021		2,096.68
Total for this ACH Check for Vendor 10138:				0.00	2,096.68
ACH	10147 1067083	Online Information Services, Inc 179 Credit Reports for May 2021	06/14/2021		513.30
Total for this ACH Check for Vendor 10147:				0.00	513.30
ACH	10743 17211	Townsend Public Affairs, Inc Consulting Services - June 2021	06/14/2021		4,000.00
Total for this ACH Check for Vendor 10743:				0.00	4,000.00
Total for 6/14/2021:				0.00	8,485.49
ACH	10087 L0652018704	EDD 1st Qtr Unemployment Benefits	06/16/2021		3,564.02
Total for this ACH Check for Vendor 10087:				0.00	3,564.02
11581	UB*04355	Michael Sweeney Refund Check	06/16/2021		196.68
Total for Check Number 11581:				0.00	196.68
11582	UB*04356	Eliza Bishop Refund Check	06/16/2021		132.20
Total for Check Number 11582:				0.00	132.20
11583	UB*04122 06162021 06162021	John Hill Refund Check Refund Check	06/16/2021		149.02 1.75
Total for Check Number 11583:				0.00	150.77
11584	UB*04190 06162021	Amisi Morisho Refund Check	06/16/2021		79.44
Total for Check Number 11584:				0.00	79.44
11585	UB*04233 06082021	Edilberto P and Ofelia D Ongpin Unclaimed	06/16/2021		3.50
Total for Check Number 11585:				0.00	3.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11586	UB*04362	Pardee Homes Refund Check	06/16/2021		1,082.00
Total for Check Number 11586:				0.00	1,082.00
11587	UB*04359	Christy Pene Refund Check	06/16/2021		62.82
Total for Check Number 11587:				0.00	62.82
11588	UB*04358	Michelle Restle Refund Check	06/16/2021		119.69
Total for Check Number 11588:				0.00	119.69
11589	UB*04357	Donna Siofele Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	06/16/2021		3.50 13.76 8.26 1.75 15.14 18.60 1.18
Total for Check Number 11589:				0.00	62.19
11590	UB*04360	Lisa Suarez Refund Check	06/16/2021		148.90
Total for Check Number 11590:				0.00	148.90
11591	UB*04354	Maryon Thompson Refund Check Refund Check	06/16/2021		318.10 19.52
Total for Check Number 11591:				0.00	337.62
11592	UB*04361	Melinda Thompson-Goodenough Refund Check	06/16/2021		220.83
Total for Check Number 11592:				0.00	220.83
11593	10792 07012021	A-1 Financial Services July 2021 Rent - 851 E. 6th St Eng Office	06/16/2021		2,131.64
Total for Check Number 11593:				0.00	2,131.64
11594	10001 5025 5025 5025 5025 5025	Action True Value Hardware Chlorine - Well 22 Tie Downs - Tractor Copper Coupling/Elbow/Pipe - 12303 Oak Glen Rd Paint - Meter Boxes Pipe Thread Compound/PVC Nipple - Unit 17	06/16/2021		8.60 19.38 13.49 15.48 10.74
Total for Check Number 11594:				0.00	67.69
11595	10003 45143 45201	All Purpose Rental Cut Off Saw Rental - WWTP Cut Off Saw Rental - WWTP	06/16/2021		80.09 160.18
Total for Check Number 11595:				0.00	240.27



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11603	10274 061520221	Beaumont Chamber of Commerce Membership Dues - Beaumont Chamber of Commerce	06/16/2021		320.00
Total for Check Number 11603:				0.00	320.00
11604	10774 577164	Jesus Camacho (21) Truck Washes June 2021	06/16/2021		225.00
Total for Check Number 11604:				0.00	225.00
11605	10614 33614 33614 33615 33615	Cherry Valley Automotive Oil/Oil Filter - Unit 32/OD 52,841 Labor - Oil/Oil Filter - Unit 32/OD 52,841 Oil/Oil Filter - Unit 42/OD 20,172 Labor - Oil/Oil Filter - Unit 42/OD 20,172	06/16/2021		52.10 20.00 52.10 20.00
Total for Check Number 11605:				0.00	144.20
11606	10016 08885 08887	City of Beaumont Business License - 851 E 6th St Business License - 560 Magnolia Ave	06/16/2021		25.82 25.82
Total for Check Number 11606:				0.00	51.64
11607	10902 5374368-0513217	Colonial Life Col Life Premiums April 2021	06/16/2021		3,901.56
Total for Check Number 11607:				0.00	3,901.56
11608	10772 6212	CV Strategies Strategic Communication Services May 2021	06/16/2021		2,808.75
Total for Check Number 11608:				0.00	2,808.75
11609	10942 0003289936 0003289937	Diamond Environmental Services LP (1) Rental and Service Portable Toilet 06/07-07/04/2021 (2) Rental and Service Portable Toilet 06/07-07/04/2021	06/16/2021		92.32 238.55
Total for Check Number 11609:				0.00	330.87
11610	10244 103000278	Fiserv Inc NSF Fee - 103000278	06/16/2021		111.36
Total for Check Number 11610:				0.00	111.36
11611	10303 9914304440 9921809977	Grainger Inc (2) Dayton 1/2 HP Booster Pumps for District Chlorinators (2) Dayton 1/2 HP Booster Pumps for District Chlorinators	06/16/2021		602.42 602.42
Total for Check Number 11611:				0.00	1,204.84
11612	10719 06062021	HR Dynamics & Performance Management, Inc HR Consulting Services - Apr-May 2021	06/16/2021		1,837.50
Total for Check Number 11612:				0.00	1,837.50
11613	10465 25AR1287598 25AR1287598	Image Source Xerox 3610 Contract Charges 06/01-06/30/2021 Xerox 3610 Usage Charges 05/01-05/31/2021	06/16/2021		73.20 17.88
Total for Check Number 11613:				0.00	91.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11614	10398	Infosend, Inc	06/16/2021		
	191862	May 2021 Processing Charges for Utility Billing			1,576.63
	191862	Mar 2021 Supply Charges for Utility Billing			1,177.16
	191863	May 2021 Postage Charges for Utility Billing			7,703.34
Total for Check Number 11614:				0.00	10,457.13
11615	10273	Inland Water Works Supply Co.	06/16/2021		
	S1046063.003	Meter Resetters - Field Staff			155.52
Total for Check Number 11615:				0.00	155.52
11616	10809	Inner-City Auto Repair & Tires	06/16/2021		
	1952	Fuel Injector/Injector Harness - Unit 5/OD 78,388			543.63
	1952	Labor - Fuel Injector/Injector Harness - Unit 5/OD 78,388			937.00
	1969	Labor - Oil Filter - Unit 38/OD 27,323			49.99
	1969	Oil Filter - Unit 38/OD 27,323			5.99
Total for Check Number 11616:				0.00	1,536.61
11617	10121	Jack Henry and Associates Inc	06/16/2021		
	3687634	Annual Maintenance Renewal - UB Remit			3,325.20
Total for Check Number 11617:				0.00	3,325.20
11618	10143	Nobel Systems Inc	06/16/2021		
	15051	GIS Data Updates - TR 31469-7 PW			1,600.00
	15052	GIS Data Updates - TR 33096-12 PW			1,600.00
	15053	GIS Data Updates - TR 31470-5 PW			2,400.00
	15054	GIS Data Updates - TR 33096-13 PW			1,800.00
	15055	GIS Data Updates - TR 37426 PW			1,200.00
	15056	GIS Data Updates - TR 37426 NPW			200.00
	15057	GIS Data Updates - TR 30937 PW			600.00
	15058	GIS Data Updates - Potrero/SR 60 PW			2,600.00
	15059	GIS Data Updates - Potrero/SR 60 NPW			1,600.00
	15060	GIS Data Updates - 4th St East of Potrero PW			1,000.00
	15061	GIS Data Updates - 4th St East of Potrero NPW			1,000.00
	15062	GIS Data Updates - 750 E 1st - Fire Service PW			400.00
	15063	GIS Data Updates - 750 E 1st NPW			200.00
	15064	GIS Data Updates - 2nd St/1st St/Commerce Way PW			1,000.00
	15065	GIS Data Updates - 2nd St/1st St/Commerce Way NPW			600.00
	15066	GIS Data Updates - PM 32344 PW			600.00
	15067	GIS Data Updates - TR 31462-21 PW			2,650.00
	15068	GIS Data Updates - TR 31462-22 PW			1,850.00
	15069	GIS Data Updates - Beaumont RV PW			600.00
	15070	GIS Data Updates - Beaumont RV NPW			400.00
	15071	GIS Data Updates - TR 27971-11 PW			800.00
	15072	GIS Data Updates - TR 27971-12 PW			800.00
	15073	GIS Data Updates - 4th St West of Potrero PW			2,600.00
	15074	GIS Data Updates - 4th St West of Potrero NPW			1,400.00
	15075	GIS Data Updates - TR 31462-PH IV - INF - PW			4,100.00
	15076	GIS Data Updates - TR 31462-PH IV - INF - NPW			2,100.00
	15077	GIS Data Updates - TR 37697 PW			1,650.00
	15078	GIS Data Updates - TR 37698 PW			2,400.00
	15079	GIS Data Updates - 2750PZ - 2650PZ/4th St			800.00
	15080	GIS Data Updates - APN 400-530-007 PW			400.00
	15081	GIS Data Updates - APN 400-530-007 NPW			400.00
	15082	GIS Data Updates - APN 415-130-024 PW			600.00
Total for Check Number 11618:				0.00	41,950.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11619	10282 04012021	Rancho Paseo Medical Group Pre Employment Drug Testing	06/16/2021		60.00
Total for Check Number 11619:				0.00	60.00
11620	10056 W7414735 W7414735	RDO Equipment Co. Trust# 80-5800 Parts for Deere Backhoe PM Service/Hydraulic Leak Labor for Deere Backhoe PM Service/Hydraulic Leak	06/16/2021		319.42 692.40
Total for Check Number 11620:				0.00	1,011.82
11621	10223 231783	Richards, Watson & Gershon Legal Services Apr Board Approval 06/09/2021	06/16/2021		5,767.50
Total for Check Number 11621:				0.00	5,767.50
11622	10491 65960	Rogers, Anderson, Malody & Scott, LLP Audit Services FY 2020 - May 2021	06/16/2021		3,268.00
Total for Check Number 11622:				0.00	3,268.00
11623	10689 198547	Safety Compliance Company Safety Meeting - Electrical Safety 06/02/2021	06/16/2021		250.00
Total for Check Number 11623:				0.00	250.00
11624	10830 1881182-IN	SC Fuels Hydraulic Oil for District Wells and Boosters	06/16/2021		864.44
Total for Check Number 11624:				0.00	864.44
11625	10030 2039374889 Apr 2039374889 Apr 2039374889 Apr 2039374889 Apr 2039374889 Apr 2039374889 May 2039374889 May 2039374889 May 2039374889 May 2039374889 May	Southern California Edison Electricity 03/23-04/23/2021 - Wells Electricity 03/23-04/23/2021 - 851 E 6th St Electricity 03/23-04/23/2021 - 9781 Avenida Miravilla Electricity 03/23-04/23/2021 - 560 Magnolia Ave Electricity 03/23-04/23/2021 - 815 E 12th Ave Electricity 04/23-05/23/2021 - 815 E 12th Ave Electricity 04/23-05/23/2021 - 560 Magnolia Ave Electricity 04/23-05/23/2021 - 851 E 6th St Electricity 04/23-05/23/2021 - 9781 Avenida Miravilla Electricity 04/23-05/23/2021 - Wells	06/16/2021		147,262.16 200.00 90.00 1,300.00 500.00 500.00 1,300.00 200.00 110.00 167,597.83
Total for Check Number 11625:				0.00	319,059.99
11626	10447 OP#47190	State Water Resources Control Board - DWOCP Certificate Renewal - Grade D2 - Op#47190 - J Herrera	06/16/2021		80.00
Total for Check Number 11626:				0.00	80.00
11627	10903 4253541569	The Lincoln National Life Insurance Company Life & ADD EE/ER Insurance June 2021	06/16/2021		529.24
Total for Check Number 11627:				0.00	529.24
11628	10063 01154980 01158015	The Record Gazette Legal Notice - 2020-2021 Pipeline Replacement NIB Legal Notice - Compensation Study NIB	06/16/2021		532.00 448.00
Total for Check Number 11628:				0.00	980.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11629	10255 0436606-IN 0436607-IN 0436784-IN	Unlimited Services Building Maintenance June 2021 Janitorial Services for 851 E 6th St June 2021 Janitorial Services for 560 Magnolia Ave June 2021 Janitorial Services for 815 E 12th St	06/16/2021		150.00 845.00 160.00
Total for Check Number 11629:				0.00	1,155.00
11630	10651 22316 22316	Weldors Supply and Steel, Inc Large Pipe Cutting Tool - Unit 3 Medium Pipe Cutting Tool - Unit 17	06/16/2021		76.42 25.69
Total for Check Number 11630:				0.00	102.11
11631	10864 30294	Xcel Pest Control, Inc Quarterly Exterminator - 560 Magnolia Ave	06/16/2021		195.00
Total for Check Number 11631:				0.00	195.00
Total for 6/16/2021:				0.00	432,479.73
ACH	10781 10016 10019 10034 10037 10116 10135 10174 0256441 10284 10397 10424 10546 10556 10573	Umpqua Bank City of Beaumont Monthly Sewer Charges 03/01-05/01/2021 C R & R Incorporated Monthly Charges 3 YD Commercial Bin May 2021 US Postal Service Postage - Flood Control Agreements 500 Postage Stamps Beaumont Basin Watermaster Postage to Mail Legal Docs Waste Management Of Inland Empire Overage Charges - 815 E 12th May 2021 Yard Dumpsters 815 E 12th May 2021 Recycling Dumpster Charges - 815 E 12th May 2021 Monthly Sanitation 560 Magnolia May 2021 Recycling Dumpster Charges 560 Magnolia May 2021 Verizon Wireless Services LLC Cell Phone iPad Charges for May 2021 Replace iPads May 2021 Big Time Design T Shirts - Heat Stress Safety T Shirts - Heat Stress Safety GFOA Membership Dues - S Molina Managing the Budget Process Training - S Molina Underground Service Alert of Southern California Monthly Maintenance Fee 118 New Ticket Charges May 2021 Wal-Mart Safety Boots - A Nelson Top-Line Industrial Supply, LLC Speed Wrench - Unit 17 Frontier Communications 05/10-06/09/2021 May FIOS/FAX 12th/Palm 04/25-05/24/2021 May FIOS/FAX 841 E 6th St 04/25-05/24/2021 May FIOS/FAX 560 Magnolia Ave Wright Septic Pump Septic Tank - 13697 Oak Glen Rd O'Reilly Auto Parts AC Core Return Small Tools - Unit 3	06/18/2021		152.16 279.65 3.40 275.00 257.85 67.66 315.14 95.45 115.90 95.45 645.39 1,868.21 181.02 812.44 150.00 420.00 10.00 194.70 25.62 84.58 333.79 146.14 290.00 648.90 -20.00 26.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10623		WP Engine Web Host for BCVWD Website May 2021			115.00
10692		MMSoft Design Network Monitoring Software May 2021			202.45
10761		BLS*Spamtitan Email Filtering Districtwide May 2021			47.00
		Monthly Web Filter License May 2021			73.32
10784		Autodesk, Inc Auto CAD Software 851 E 6th St - May 2021			710.00
10790		Microsoft Monthly Microsoft Exchange - May 2021			264.00
		Monthly Microsoft Office License - May 2021			636.77
		Monthly Microsoft Exchange - May 2021			14.80
10808		National Safety Council Defensive Driving Course - C Kitchen			49.94
10815		BIA/Baldy View Chapter Conference - L Williams			99.00
		Conference - A Ramirez			99.00
10840		Ready Fresh (Arrowhead) Water - May 2021 - 851 E 6th			83.85
10892		Zoom Video Communications, Inc. (10) Video Conferences June 2021			205.90
10926		SSD Alarm Alarm Equip/Rent/Service/Monitor - 851 E. 6th			77.69
		Alarm Equip/Rent/Service/Monitor - 11083 Cherry			59.50
		Alarm Equip/Rent/Service/Monitor - 560 Magnolia			362.13
		Alarm Equip/Rent/Service/Monitor - 815 12th Stre			125.00
10969		California Barricade Rentals Inc Safety Signs and Cones			108.53
10972		Parts Town LLC Parts for Refrigerator - Conference Room			60.47
10978		Nextiva, Inc. Upgrade Phone System			2,678.53
Total for this ACH Check for Vendor 10781:				0.00	13,548.22
Total for 6/18/2021:				0.00	13,548.22
ACH	10138 HW201 Jun 2021	ARCO Business Solutions ARCO Fuel Charges 06/08-06/14/2021	06/21/2021		1,400.16
Total for this ACH Check for Vendor 10138:				0.00	1,400.16
Total for 6/21/2021:				0.00	1,400.16
11632	10602 06222021	Dustin Smith Reissue - Safety Boots - D Smith	06/22/2021		200.00
Total for Check Number 11632:				0.00	200.00
Total for 6/22/2021:				0.00	200.00
Report Total (103 checks):				0.00	780,240.35





**Beaumont-Cherry Valley Water District  
Board of Directors Meeting  
July 14, 2021**

Item 2d

STAFF REPORT

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

---

**Staff Recommendation**

Approve the pending invoices totaling \$19,631.37.

**Background**

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

**Fiscal Impact**

There is a \$19,631.37 impact to the District which will be paid from the 2021 budget.

**Attachment(s)**

- Richards Watson Gershon Invoice #232195
- Richards Watson Gershon Invoice #232229



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

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

**CONFIDENTIAL**

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

June 15, 2021  
Invoice # 232195

Re: [REDACTED] GENERAL COUNSEL SERVICES

*For professional services rendered through May 31, 2021:*

---

Current Legal Fees.....	\$7,095.00
Current Client Costs Advanced .....	<u>\$57.97</u>
<b>TOTAL CURRENT FEES AND COSTS.....</b>	<b><u>\$7,152.97</u></b>
Balance Due From Previous Statement .....	\$5,767.50
<b>TOTAL BALANCE DUE FOR THIS MATTER.....</b>	<b><u>\$12,920.47</u></b>

TERMS: PAYMENT DUE UPON RECEIPT

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE TO

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

**RICHARDS WATSON GERSHON**



T 213.626.8484  
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BEAUMONT-CHERRY VALLEY WATER DISTRICT  
DAN JAGGERS, GENERAL MANAGER  
560 MAGNOLIA AVENUE  
BEAUMONT, CA 92223-2258

June 15, 2021  
Invoice # 232229

Re: [REDACTED] BEAUMONT BASIN ADJ-WATER RIGHTS TRANSFER MOTION

*For professional services rendered through May 31, 2021:*

---



---

Current Legal Fees.....	\$12,478.40
Current Client Costs Advanced .....	<u>\$0.00</u>
<b>TOTAL CURRENT FEES AND COSTS.....</b>	<b><u>\$12,478.40</u></b>

TERMS: PAYMENT DUE UPON RECEIPT

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

**RICHARDS WATSON GERSHON**



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

**MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP  
OF THE BOARD OF DIRECTORS  
Thursday, May 27, 2021 at 6:00 p.m.**

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

---

**Call to Order: President Slawson**

*President Slawson began the meeting at 6:01 p.m.*

*Pledge of Allegiance was led by President Slawson.*

*Invocation was given by Director Hoffman.*

**Announcement of Teleconference Participation**

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

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

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

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present:	General Manager Dan Jagers Acting Director of Finance and Administrative Services and Recording Secretary William Clayton Senior Engineer Mark Swanson Administrative Assistant Erica Gonzales

Legal Counsel	James Markman
---------------	---------------

Members of the public who registered their attendance: Nisha Wade, CV Strategies and Matt Rexroad, Redistricting Insights.

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

**Public Comment:** None.

1. **Adjustments to the Agenda:** None.
2. **Water Supply in California**
  - a. **Update on the Delta Conveyance Project**
  - b. **Status of Drought Conditions**

General Manager Jagers advised there have been no new developments related to the Delta Conveyance Project.

Drought conditions are being discussed in the local area, Jagers noted. The San Geronio Pass Water Agency (SGPWA) has finalized a deal with the City of Ventura for 500 acre-feet (af) of supply available this year, Jagers reported. He gave an overview of imported water and said a total of 3,515 af may be delivered this year.

It is a dry year, and there are concerns at the state level, Jagers indicated. To be determined is whether the District is in a place where drought restrictions should be implemented based on the rate study and the Urban Water Management Plan (UWMP), he advised.

Mr. Jagers reminded the Board that BCVWD put water in storage last year. He described water deliveries to date and drew attention to a letter sent to the State Water Resources Control Board from the State Water Contractors and 90-page response from the Department of Water Resources, Central Valley Project and Bureau of Reclamation indicating it is a critical year as there is no water north of the reservoirs. Reports and documents are available on the SGPWA website.

The area will not see water delivery until the fall, Jagers posited. He indicated that the District is not yet in a condition to trigger the UWMP water shortage activities. He noted that the District's storage account in the Beaumont Basin has grown but will now be drawn down. However, he continued, last year's production was over the anticipated need for the region.

The 2019 rate study set forth drought rates depending on stage of drought and suggests that the District can save water by increasing costs, Jagers pointed out. There is a drought, but it has not yet been declared by the Governor for the southern counties, he noted. The UWMP provides guidelines for stages of water shortage,

Jaggers explained, but noted that some imported water supplies are available. However, in relation to long-term imported water supply allocation averages, the District meets the guidelines but from a reality factor of need vs. annual supply, he said he does not see the shortage stage. Given the dry year, the District should start implementing a 10 percent reduction, but this is a policy decision. He stated that he is concerned because if next year is dry, more water will be pulled from storage and there will be a higher state of emergency across the state.

The District has done a lot to prepare to weather the drought, but there is a high level of need to be concerned, Jaggers explained, drought restrictions may adversely impact the ratepayers after the good work they have done in the past few years to conserve water supply.

President Slawson asked about imported water recharge. Jaggers explained that 427.3 af was added to storage last year, but production was higher than in 2019, at 12,536 af in 2020. In response to Director Covington, Jaggers explained the District's storage account in the Beaumont Basin.

Director Hoffman shared that his hay suppliers have indicated they are all in extreme water shortage, many will not be able to grow this year, and it is the worst he has seen in his 41 years in the feed and hay industry.

BCVWD has its drought proofing in place and will not run out of water in 2021 or 2022, Jaggers assured, but there are things that need to be considered and there may be other solutions or opportunities. In response to Director Covington, Jaggers detailed the SGPWA's 2021 Water Portfolio, but cautioned that it shows what *should* be available and does not include constraints on the Sacramento River or other contingencies; if the situation continues to decline, the water may not make it to BCVWD. Covington opined that the District should not pass up any opportunity within reason to import water into the District's storage account. Mr. Jaggers assured that the water ordered will be delivered if it is available.

Director Hoffman reminded that the District has first right of refusal on water charged into the basin. President Slawson asked about potential restrictions on production from the basin based on potential subsidence or other factors. Jaggers explained that the area is not particularly susceptible to subsidence but pointed out there is mounding due to recharge activities.

Counsel Markman pointed out that the rate study included a drought rate in order to charge more because the District would be able to serve less water, but still has overhead that must be met whether or not certain quantities of water are delivered. During the last drought, he recalled, the District had water in storage, but the state mandated cutbacks. This almost resulted in a lawsuit, he noted. Jaggers concurred and added that the rate study proposes potable demand reduction via increased rates as part of the solution.

President Slawson calculated that the District could draw from its storage account for three to four years before encountering a problem. Jaggers indicated that the Beaumont Basin Watermaster anticipates such a situation and allows for an assessment to replenish.

President Slawson posited that this needs to be monitored and revisited in a few months. Director Ramirez stated that the discussion is timely in order to be prepared. He noted the balance between conservation and being prepared with all

resources. He suggested promoting conservation and banking water as much as possible.

**3. Resolution 2021-09: Revising the District’s Salary Schedule and Organization Chart**

Human Resources Coordinator Sabrina Foley reported that CalPERS confirmed that any position over half time (approximately 20 hours per week) is eligible for health benefits and the District must comply. This caused staff to revisit the Account Clerk position designated for the 2021 salary schedule which has not been filled.

Due to recent staffing changes in the Finance Accounting Department, it has been identified that the department’s needs are different than the Account Clerk position, Foley continued. Staff now recommends implementation of the full-time Accounting Technician position, she explained. At the last Board meeting, directors requested a revised job description, and it was attached, she noted. The requested four-year degree has been included as preferred rather than required so as not to limit the pool of candidates.

Director Covington indicated that the concerns voiced by directors at the previous meeting have been addressed. He agreed that, balanced with experience, the degree could be waived.

*The Board adopted Resolution 2021-09 Revising the District’s Salary Schedule and Organization Chart by the following roll-call vote:*

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

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

Acting Director of Finance and Administrative Services William Clayton reminded the Board of direction to staff at the March 25, 2021 meeting to engage professional services to complete the required redistricting of divisional boundaries in accordance with California Water Code section 21605. A notice requesting bids was sent to 11 vendors and six responses were received and reviewed by staff, Clayton reported.

Clayton explained staff’s recommendation of Redistricting Insights based on their proposal. This item is before the Board because the cost is beyond the General Manager’s purchasing authority, he noted.

General Manager Jaggars noted that a \$4,000 contingency has been included for any unanticipated costs. This proposal will serve the District’s needs to establish new division boundaries for the next election cycle, he explained.

President Slawson asked about the role of CV Strategies. Mr. Jagers noted that public outreach is outside the scope of this agreement. CV Strategies is under existing contract, and it is expected that this work will fall within that budget, Jagers responded. Mr. Markman advised this process would require four public hearings.

Mr. Matt Rexroad of Redistricting Insights added that the key to redistricting is to be as open and transparent as possible and allow the public to come forward during the approval process. He said he and his staff would be available to assist and present proposals for the Board to consider.

In response to Director Hoffman, Mr. Rexroad explained that the purpose of redistricting is to equalize the voting districts so that the electeds represent an equal population. He touched on the Voting Rights Act, communities of interest and state and federal law. Director Hoffman pointed out it is based on population density and the physical size of the district; Mr. Rexroad confirmed, "every heartbeat counts." There has been a delay in the US Census data, he noted, and the problem is impacting local governments all over California.

Director Covington asked what is triggering this action. Counsel Markman explained that state law requires all agencies with voting districts look at the boundaries following the census every 10 years as described by Mr. Rexroad. This was last done in 2011, Jagers added, and was done in-house.

Director Covington expressed concern that the names of the responders to the notice inviting bids were not listed in the staff report.

Director Williams asked when the Census data was expected; Mr. Markman said at the end of September. Mr. Rexroad advised that new state law requires consideration of incarcerated persons so complete data may not be available until the end of October. The deadline for completing the process is mid-April, Markman advised.

President Slawson invited public comment. There was none.

*The Board authorized the General Manager to execute a contract with Redistricting Insights for demography services in the amount of \$30,000, with a not-to-exceed cost including contingencies of \$34,000 by the following roll-call vote:*

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

**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**

General Manager Jagers advised that it is expected that the well repair will be simple, but a contract has been bid to perform all required maintenance. Staff is hopeful that the equipment can be restored and come in under the \$25,000 general manager’s authorization level, he explained.



Best Drilling and Pump, Inc. (Best Drilling) was identified as the lowest responsible bidder, Jagers explained. Director Hoffman asked if BCVWD had used Best Drilling before; Jagers said that the District has not, but he has had previously successful contracts with Best Drilling.

*The Board authorized 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 by the following roll-call vote:*

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

**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**

General Manager Jagers advised that Riverside County Flood Control received a bid more than 25 percent over engineer's estimate due to material and equipment cost and said the District's intent is to pre-purchase the pipe and provide it to the contractor for installation to insulate against inflation and provide longer lead time.

Senior Engineer Mark Swanson referenced the City of Beaumont approval of the street selections for the citywide street rehabilitation program, and it includes complete rehab of Antonelle Court. The pipeline is identified in the District's budget for replacement, he advised, and was included in the presentation to the Board on March 25, 2021. However, staff proposes doing this street by itself ahead of the City's road work, Swanson explained.

Swanson identified the location of the 570 to 590 foot pipe and described the work and cost estimates. He said the goal is to be complete by August, when the City wants to do the rehab. Funding is identified in capital replacements for about \$170,000 but this request is higher with a 20 percent contingency, Swanson noted.

Mr. Jagers pointed out that the cost estimate includes pavement work that may be able to be coordinated with the City for savings.

In response to President Slawson, Jagers provided detail on paving. Director Hoffman advised that the price of steel has been significant, and vendors were out of stock on common items. He recommended pursuing the purchase immediately, and Jagers noted that the design is ready to send to the vendor next week.

Director Covington asked about course of action if the materials were not available to meet the timeline of the City. Mr. Jagers said staff has been in contact with the vendor but said the District could check its own inventory, consider PVC, and ask local partners.

*The Board approved 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 by the following roll-call vote:*

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

**7. 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**

Senior Engineer Mark Swanson explained that this is related to the project approved on the last agenda item. This project is a Class 2 categorical exemption because an existing pipeline is being replaced and there is no negative environmental impact, he explained.

In response to President Slawson, Legal Counsel Markman explained that when the exemption is filed with the County, a 30-day statute of limitations begins.

President Slawson invited public comment. There was none.

*The Board accepted the findings of staff that the following project is exempt from the California Environmental Quality Act (CEQA), approved the project, and directed staff to file the Notice of Exemption with the Riverside County Clerk of the Board for the Antonelle Court Pipeline Replacement project by the following roll-call vote:*

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

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

General Manager Jagers reported that the District office is open two full days per week and staff is running at a 60 percent level with no COVID-19 positives. An item will be agendized for the June 9 meeting to discuss returning to in-person meetings, he said.

**9. Status of Declared Local Emergencies related to Fires**

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

General Manager Jagers reported that Jason Uhley from Riverside County Flood Control identified that USGS will return in June to re-assess the burn scar areas and re-evaluate the mobilization intensity.

## 10. General Manager's Report

Mr. Jagers advised that the Well 25 motor has been put back on the pumping unit. As of this week, the pump has been run and everything looks reasonable, he said.

Staff is working on the Antonelle Pipeline, is advertising the 2021 pipelines which will come to the Board for possible award for a consultant contract and is pushing on a host of things that will move forward in the post-COVID environment.

No recharge is taking place, he advised. There is still struggle with the City regarding timeliness of encroachment permit acquisitions, he noted.

President Slawson asked about recycled water. Mr. Jagers said it is ready, but the facilities are not in place. The District also has things to do, but some of the critical path activities are happening first, he said. He acknowledged that the City has the same struggles and is in the middle of their budget period.

## 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. President Slawson read the following announcements:*

- 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.
- Regular Board Meeting: Wednesday, Jun. 9, 2021 at 6 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. Convened in Closed Session: 7:35 p.m.

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

## 14. Report on Closed Session

President Slawson reported that no reportable action was taken.

**15. Adjournment**

*President Slawson adjourned the meeting at 8:29 p.m.*

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

---

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

---

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

DRAFT



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

**MINUTES OF REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
Wednesday, June 9, 2021 at 6:00 p.m.**

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

---

**Call to Order:** *President Slawson began the meeting at 6:03 p.m.*

**Pledge of Allegiance:** *Led by Director Covington*

**Invocation:** *Given by President Slawson*

**Announcement of Teleconference Participation**

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

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

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

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson
Directors absent:	Williams
Staff present:	General Manager Dan Jagers Senior Engineer Mark Swanson Assistant Director of Operations James Bean Acting Director of Finance and Administrative Services William Clayton Administrative Assistant Erica Gonzales
Legal Counsel	James Markman

Members of the public who registered attendance: San Gorgonio Pass Water Agency Board members Larry Smith and Blair Ball, Mike Canfield representing Beaumont Pointe, and Brianna Schultz and Evelyn Morentia from Rogers, Anderson, Malody and Scott.

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

**Public Comment:** None.

**1. Adjustments to the Agenda:**

Upon recommendation of the General Manager:

*The Board made a finding of immediate need to add an emergency item: **Ratification of the General Manager’s Declaration of a District Emergency regarding Necessary Immediate Repairs to Well 29** to the agenda of June 9, 2021 as item 3a in order to take action as recommended by the General Manager on Tuesday, June 8, 2021 by the following vote:*

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

**2. Consent Calendar:**

*The following Consent Calendar items were approved with one motion:*

- a. Review of the April 2021 Budget Variance Reports
- b. Review of the April 30, 2021 Cash/Investment Balance Report
- c. Review of Check Register for the Month of May 2021
- d. Review of May 2021 Invoices Pending Approval
- e. Minutes of the Regular Meeting of May 12, 2021

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

**3. 2020 External Audit and Annual Comprehensive Financial Report**

General Manager Dan Jagers explained that this document was presented at a special meeting and a regular meeting of the Finance and Audit Committee. Finance and Audit Committee Chairperson Hoffman indicated he had no

comments to add and complimented staff and the auditors. Committee member Covington reported there were no major irregularities.

Acting Director of Finance and Administrative Services William Clayton introduced the representatives from auditors Rogers, Anderson, Malody and Scott (RAMS), who presented the report. Ms. Brianna Schultz, audit manager, described the responsibilities of management and auditors. She advised of the unmodified opinion on the District's financial statements, the highest level of assurance that an audit firm can provide.

Mr. Jagers thanked RAMS. Mr. Clayton explained a change of name of the report and provided highlights of the Annual Comprehensive Financial Report.

As of December 31, 2020 and compared to December 31, 2019:

- There were 19,690 connections, an increase of 341 over 2019
- Water production was 13,818 acre-feet, 10,577 of which was imported
- Total assets were \$185.4 million, an increase of \$5 million from 2019
- Total liabilities were \$9.9 million, an increase of \$1.1 million from 2019
- Total net position was \$176.4 million, an increase of \$4.2 million

Mr. Clayton explained increases in liabilities including Other Post-Employment Benefits (OPEB) and changes in net position. He reminded the Board about staffing shortages and noted that staff is pleased with the reports.

General Manager Jagers pointed out that despite staffing challenges, the report was completed timely and will be submitted for potential award consideration.

President Slawson invited public comment. There was none.

*The Board received and filed the independent auditors' unmodified (clean) opinion on the Beaumont-Cherry Valley Water District's financial statements for the year ended December 31, 2020, included in the December 31, 2020 Annual Comprehensive Financial Report by the following roll-call vote:*

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

### **3a. Emergency Item: Ratification of the General Manager's Declaration of a District Emergency regarding Necessary Immediate Repairs to Well 29**

General Manager Jagers advised that information on this item was located on the District website. He explained the problem with the Well 29 motor and described the potential emergency situation and advised that he had discussed it with President Slawson.

Well 29 is an 800 hp pumping unit with a motor for which it takes 12 weeks to obtain a replacement, Jagers advised. The motor is damaged and not rebuildable due to length of repair time and cost of \$112,000. Jagers explained

the recommended interim service and repair strategy. The cost of a replacement motor has increased by 3.45 percent since the last motor purchase, and there will be a 6 percent price increase after June 15, he advised. This pumping unit is the primary supplier for the lower three zones, Jagers explained, and moving into summer, staff wants to assure there are no issues. Staff devised an interim solution in the case of delays in obtaining equipment and protect the District from exposure due to failures on any other pumping units, he stated.

Staff proposed changing the horsepower of the motor on Well 29 from 800 to 600, and purchase and interim installation of a new, in-stock 600 hp motor from Legend Pump & Well Service (Legend) then retaining it for future use; returning the pump to its original configuration when the 800 hp motor is received.

President Slawson asked about the delivery time for the 600 hp motor. Jagers advised it is in stock with Legend and located in Colton.

Jagers detailed the plan and recommended purchase of the 800 hp pump the following day and detailed estimated costs of the project including 10 percent contingency totaling up to \$197,841.60.

General Manager Jagers responded to questions from the Board members. Director Hoffman asked about life expectancy of the District's 800 hp motors. Jagers explained typical motor failures and indicated that the District would continue with its existing facilities, as the cost of new facilities would be in the range of \$4 to \$5 million. Risk can be mitigated by having spare parts and building redundancy he advised, and this is being achieved.

Director Covington acknowledged that the 800 hp sites have been a problem and requested history of maintenance and large costs incurred at those sites. Covington indicated that a warranty on the 600-hp motor from Legend would be beneficial. He noted that with current orders, the District will end up with two new 800-hp motors and two 600-hp sitting on the shelf. Jagers reminded that one of the 600-hp motors has broken rotor bars. Covington noted that staff has a good understanding of the system's risks and said he supported the identification of the critical components of the system and assuring there are spare critical parts on the shelf. He noted the rising cost of parts and acknowledged the necessity.

Covington encouraged looking at an interconnection with the City of Banning. Jagers indicated there will be an opportunity for this as Banning develops its system.

Director Hoffman pointed out the pumps are run at times when electricity is cheaper and asked if the 800 hp motors are working at capacity. Jagers explained the pumping loads, typical practices and run times of up to 19 hours per day. Hoffman also asked about the status of the 800-hp motor; Jagers explained its condition and inventory of spares.

Jagers advised that staff may later recommend purchase of an additional 800-hp motor. In response to Covington, Jagers advised that the previously Board-approved 800-hp motor for Well 25 was ordered and is seven weeks from delivery. Covington requested a report on critical resources and recommended purchases.



Jaggers advised that this is the safest solution for the District at this time.

President Slawson invited public comment. There was none.

*The Board ratified the General Manager's Declaration of a District Emergency to address the emergency situation regarding necessary immediate repairs to Well 29 declared in on Tuesday, June 8, 2021 by the following roll-call vote:*

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

**4. Review Annual Disclosure (California Government Code Section 66013(d)), Fiscal Year 2020 Capacity Charges**

Acting Director of Finance and Administrative Services William Clayton explained the requirements and presented the report of capacity charges (facilities fees).

Director Covington commented on the amount of commitments of the District over the year and implored staff to pursue grant funding. Jaggers added that there will be a push forward on projects.

President Slawson invited public comment. There was none.

*The Board received and filed the Annual Disclosure (California Government Code Section 66013(d)), Fiscal Year 2020 Capacity Charges report by the following roll-call vote:*

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

**5. Resolution 2021-10: Approval of Water Supply Assessment for Water Service for the Proposed Beaumont Pointe Commercial and Industrial Project (formerly Jack Rabbit Trail) located south of State Highway 60 and west of Potrero Boulevard**

Senior Engineer Mark Swanson reminded the Board about discussion of this item at the April 22, 2021 Engineering Workshop. He described the commercial / industrial development which was formerly slated to be 2,000 single family homes. He directed attention to the Water Supply Assessment (WSA) and pointed out that this project will not consume as much water as a residential project: approximately 360 Equivalent Dwelling Units (EDUs).

Directors indicated they recalled the prior presentations. Director Covington asked if the updated Urban Water Management Plan would reflect this change in use. General Manager Jagers confirmed it would.

President Slawson invited public comment. There was none.

*The Board acknowledged the review, receipt and acceptance of the Water Supply Assessment and adopted Resolution 2021-10 Approving the Water Supply Assessment for the Beaumont Pointe Project by the following vote:*

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

**6. Request for *Will-Serve Letter* for the Beaumont Pointe (formerly Jack Rabbit Trail) Project located south of State Highway 60 and west of Potrero Boulevard**

Senior Engineer Mark Swanson explained this is the Will-Serve Letter (WSL) for 360 EDUs for the project to allow the developer to move forward with the City of Beaumont and the Local Agency Formation Commission (LAFCO). Currently, there is no tenant for the building, but if a greater water use is identified, the developer would need to come back and request more water, Swanson added. The WSL expires after 12 months, he stated.

Mr. Jagers explained this is a boundary development and will require some conditions to address fire flows and service conditions, such as potentially large lines that serve only this property.

Director Covington pointed out that this project is not within the BCVWD Sphere of Influence (SOI) and must still go through the LAFCO process. He asked if the issuance of a WSL was premature. Jagers clarified that the project is within the SOI, but not within the service area boundary. Swanson noted that items needed for the water component of the LAFCO application are the WSA, WSL and Plan of Service. District Counsel James Markman advised that the District is being treated as the water supplier just by doing the WSA. The District can be comfortable if the project is within the SOI and there is a condition in the WSL that the project will have to annex prior to connection, Markman opined.

Director Hoffman noted that fire flow requirements will not be known until the application goes to the County fire department. Mr. Swanson gave an overview of the fire flow standards.

President Slawson invited public comment. There was none.

The Board approved the request for Will-Serve Letter for the Beaumont Pointe Project located south of State Highway 60 and west of Potrero Boulevard consisting of the following Riverside County Assessor's Parcel Numbers:

**Beaumont Pointe Assessor Parcel Numbers**

Parcel No.	APN No.	Parcel No.	APN No.	Parcel No.	APN No.
1	422-060-002	5	422-060-005	9	422-060-009
2	422-060-010	6	422-060-016	10	422-060-017
3	422-060-018	7	422-060-021	11	422-060-022
4	422-170-005	8	422-170-008		

by the following vote:

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

**7. Request for Update to Will-Serve Letter for Proposed Single-Family Residence for Riverside County Assessor's Parcel No. (APN) 402-190-007 (40090 Lincoln Street), east of Cherry Avenue and west of Jonathan Avenue in the Community of Cherry Valley**

Senior Engineer Mark Swanson explained that this property had a prior project with WSL under a different owner which expired in 2017. The new applicant is proposing a different project and requests an extension.

The new project is a 3,130 square foot single family residence with garage and long driveway, Swanson noted.

President Slawson invited public comment. There was none.

The Board approved the request for water service Will-Serve Letter for a property located at 40090 Lincoln Street, identified as Riverside County Assessor's Parcel No. (APN) 402-190-007 within the community of Cherry Valley, subject to payment of all fees to the District and securing all approvals from the County of Riverside by the following vote:

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

**8. Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem**

General Manager Dan Jagers pointed out District policies and noted the requests from Board members to attend the following events:

- Building Industry Association 2021 Southern California Water Conference on Friday, August 13 from 8 a.m. to 1 p.m. at the Doubletree Hotel, Ontario
- Tri-State Seminar: August 9 – 12 at the South Point Hotel, Las Vegas

President Slawson indicated interest in the BIA event and noted that the Tri-State seminar was quite intensive.

Director Covington opined that the BIA Southern California Water Conference is a must if possible and pointed to some high-level discussions that will affect all water agencies in California. He noted that the General Manager of the San Geronio Pass Water Agency is registered to attend.

Mr. Jagers advised the Board that a Board member has requested that review of the related Training, Education, and Conferences policy be agendized for discussion.

Director Ramirez indicated interest in Tri-State. He noted that all major water districts from California, Nevada and Arizona attend and there is pertinent information in the seminars. He opined that this would allow Board members to stay current with information.

President Slawson pointed out that the BIA event is scheduled the day after the Tri-State conference.

*The Board approved the following event attendance for all directors:*

- *Building Industry Association 2021 Southern California Water Conference*
- *Tri-State Seminar 2021*

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

## 9. Discussion of Return to In Person / Zoom Board Meetings

General Manager Jagers updated the Board of the installation of computers and wiring in the Board Room. The target date for readiness is the Engineering Workshop in June, however with the ongoing activities related to COVID-19 and more stringent requirements from Cal OSHA, some unique challenges are present, Jagers explained.

Jagers noted that the District office will be back to 100 percent in-person staffing as of June 15.

President Slawson asked about the City of Beaumont's operations. Mr. Jagers advised the City has a hybrid situation which is more restrictive and awkward. Slawson suggested waiting a while to see how things pan out. Director Ramirez concurred and opined that the Board's Zoom calls have been very efficient and

allow for keeping within health guidelines. A hybrid approach may be considered in the future, he suggested.

Director Hoffman suggested looking at July for in-person meetings. Mr. Jagers will agendize this discussion again in July.

Counsel Markman pointed out that the Brown Act requirements have not been changed back to the original requirements, but someday it will revert to being unable to conduct Zoom meetings.

#### **10. Continued Review of Anticipated California Drought Conditions, District Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other Drought Response**

General Manager Jagers shared a Notice to Public Drinking Water Systems from the California Water Boards warning of “Ongoing Dry conditions in California – Prepare for Drought Impacts Statewide” dated June 8, 2021. There is no water coming out of the mountains in northern California, he noted, and pointed to the actions laid out in the Notice:

- Monitor the depth-to-groundwater level in wells
- Record capacities
- Monitor water levels in the system

Jagers detailed the components of the Notice “Create a contingency plan” and said that the District has worked on some of the actions but has more work to do. The Notice advises the District to “Create awareness that voluntary conservation is critical,” Jagers said, and staff is working on related content for the website. This continues to develop, he noted.

Counsel Markman noted that if the State institutes regulations, the District may not be able to use all the water it has banked for drought-proofing, or it may just require people to cut back. Last time, Markman recalled, the state required people to cut back by a good percentage. It put everyone in the same bag and was considered by some to be unconstitutional, he noted.

Director Covington said he learned, on a conference call with the Governor’s office, that the broad-brush approach taken under the 2012-2016 drought backfired, and the next actions will be built on lessons learned. Currently, of 58 counties in California, 41 have been declared under drought, and they are looking at it county by county, or region by region, Covington stated. They also recognize the agencies that are water banking, he noted.

Markman emphasized that this is a 5 percent year for the State Water Project, which is pretty rough.

President Slawson invited public comment. There was none.

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

General Manager Jagers reported that staff has been returning to the office. On June 6, 2021 the Cal OSHA Board approved revised emergency temporary

standards for COVID-19 prevention, he advised. It creates expense and has a lack of clarity, he noted. If approved, the standards would become effective on June 15.

The District has ordered N-95 masks in preparation for offering them as required, Jagers said.

Counsel Markman advised that Richards, Watson & Gershon believes the District can ask employees if they are vaccinated and have different rules for the workplace. The District can require employees to be vaccinated unless they have a health reason or religious belief, he said.

Riverside County numbers are trending downward, Jagers noted. Director Covington asked what percentage of District employees are known to be vaccinated. Jagers estimated between 50 and 65 percent, but pointed out that others may have antibodies.

## **12. Status of Declared Local Emergencies related to Fires**

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

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

Mr. Jagers indicated there is wood debris remaining to be cleared by the Forest Service.

## **13. Reports For Discussion**

### **a. Ad Hoc Committees:**

Communications Committee: Director Ramirez reported that community outreach is moving forward, and print and social media content has been produced. CV Strategies will become more involved with writing pieces. The ability for all directors to participate was discussed, he said, and the Committee believes it will be good to look at a hybrid approach where directors could provide quotes for op-eds and other media.

Director Ramirez stated that the Committee believes it may also be good to consider having a Board member chosen as a secondary spokesperson in addition to the Board President to allow the ability to get things out to the community quickly. President Slawson asked what that position would be called and asked for detail. Ramirez explained it would be an extension of what is currently being done with communications through social media. A director chosen every six months would be like a spokesperson for the Communications Committee and the point person for articles sent out. The Communications Committee has agreed on this point, and seeks Board approval, Ramirez noted.

Counsel Markman advised that the Board cannot take action at this meeting. He suggested formulating the item more clearly and placing it on the next agenda.

Director Ramirez noted that the Communications Committee desires to be more available to other city events that provide an opportunity for outreach. This resulted in suggestion for more policy flexibility to attend events such as the Chamber of Commerce meetings, and enabling directors to claim per diem compensation without having to agendaize meetings for pre-authorization. A policy revision will be agendaized for a future meeting.

Sites Reservoir Committee: Director Covington reported that the meeting scheduled for June 8 was canceled.

b. General Manager:

Mr. Jagers advised that proposals have been received for the 2021 pipeline projects and the Antonelle Pipeline Project is out to bid. Also moving forward are other capital projects, the Urban Water Management Plan, and completion of the audit.

No water is being delivered at the Noble Creek Recharge Facility due to maintenance activities and drought, he said.

c. Directors' Reports:

President Slawson reported that he attended the San Geronio Pass Regional Water Alliance. A drought update was given by SGPWA General Manager Lance Eckhart and Stan Houghton from High Valleys Water District was elected co-chair.

Director Ramirez reported that he attended the International City and County Managers Association webinar regarding the American Rescue Plan. There is a possibility that rescue fund monies may be available for IT infrastructure and other pertinent items through the state and cities, he noted.

d. Legal Counsel Report: None.

## 14. Announcements

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

- Personnel Committee Meeting: Monday, Jun. 21, 2021 at 5:30 p.m.
- Engineering Workshop: Thursday, Jun. 24, 2021 at 6 p.m.
- Finance and Audit Committee Meeting: Thursday, Jul. 1, 2021 at 3 p.m.
- District Offices will be closed Monday, Jul. 5, 2021 in observance of Independence Day
- Collaborative Agencies Committee: Wednesday, Jul. 7, 2021 at 5 p.m.

## 15. Action List 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 Counsel report on changes in Proposition 218
- Legal update on drought conditions in the west
- Maintenance costs at 800-hp well sites
- Report on Inventory / critical resources of well parts (July 22)
- Policy revision: Pre-authorization for events attendance
- Appointment of District spokesperson

*8:48 p.m. – Director Covington recused himself from the Closed Session Item 16a and exited the conference call.*

**16. Convened in Closed Session: 8:49 p.m.**

- a. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation  
 Significant exposure to litigation  
 Pursuant to Government Code Section 54956.9(d)(1)  
 San Timoteo Watershed Authority v. City of Banning, et. al., Riverside  
 County Superior Court Case No. RIC389197
- b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
 Pursuant to Government Code Section 54947  
 Title: General Manager

Reconvened in Open Session: 9:51 p.m.

**17. Report on Closed Session**

*16a. President Slawson announced there was no reportable action taken.*

*16b. President Slawson reported that the Board of Directors desires to pursue potential reorganization of administrative staff for better efficiency in the District for future meetings.*

**18. Adjournment**

*President Slawson adjourned the meeting at 9:53 p.m.*

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

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

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





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

**MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP  
OF THE BOARD OF DIRECTORS  
Thursday, June 24, 2021 at 6:00 p.m.**

***Meeting held via teleconference and video teleconference pursuant  
to California Government Code Section 54950 et. seq. and  
California Governor’s Executive Order N-08-21***

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**Call to Order: President Slawson**

*President Slawson began the meeting at 6:01 p.m.*

*Pledge of Allegiance was led by Director Hoffman.*

*Invocation was given by Director Ramirez.*

**Announcement of Teleconference Participation**

Acting Director of Finance and Administrative Services William Clayton clarified that this meeting is conducted pursuant to California Government Code Section 54953, and under Executive Order N-08-21 of the Governor of California.

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

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

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present:	General Manager Dan Jagers Acting Director of Finance and Administrative Services and Recording Secretary William Clayton Senior Engineer Mark Swanson Civil Engineering Assistant Evan Ward

	Assistant Director of Operations James Bean (6:24 p.m.) Administrative Assistant Erica Gonzales
Legal Counsel	<i>Absent</i>

Members of the public who registered their attendance: Brian Fox, of Cozad & Fox.

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

**Public Comment:** None.

**1. Adjustments to the Agenda:**

President Slawson noted that there will be no Item 13.

**2. California Special Districts Association 2021 Board Elections: Vote to Elect a Representative to the CSDA Board of Directors of Southern Network for Seat A**

Acting Director of Finance and Administrative Services William Clayton explained the CSDA election process. Discussion ensued.

*The Board approved a vote for Jan Bissell to the California Special District Association Board of Directors in the Southern Network for Seat A by the following vote:*

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

**3. Selection of Consultant for the Engineering Services for the 2020 and 2021 Water Pipeline Replacement Projects**

Senior Engineer Mark Swanson reminded the Board of prior discussion of the project and noted that Antonelle Court is now being addressed separately with the City due to the City's paving project. The project is to begin the environmental engineering and design survey for six pipelines.

Swanson explained the bid process and indicated that a set of construction bid documents should be ready to go out around the end of 2021 or early next year. He pointed out the scope of work and recommended the proposal from Cozad & Fox for \$170,365. With contingency, staff is requesting a not-to-exceed amount of \$188,000, he stated.

General Manager Jagggers noted that consultant Brian Fox was present on the call. He noted that the two most responsive bidders already have open contracts with the District and the technical scores were similar and gave background. Jagggers responded to a question from President Slawson about proposal scoring.

Director Covington asked about the priority level of the pipelines affected by the Grand Avenue Storm Drain project, as they are not on the project list. Mr. Swanson explained that they will be designed in-house and bid documents will be sent out for contractor proposals. He reminded the Board of prior approval of the not-to-exceed amount.

Covington asked about the construction bid process and inspections. Mr. Jagggers indicated that Cozad & Fox will perform bid phase support services and provided detail.

In response to Director Hoffman, Mr. Swanson and Mr. Jagggers pinpointed the location of Pipeline 6.

*The Board authorized the General Manager to negotiate the final project engineering scope of services and subsequent execution of a professional services agreement with Cozad & Fox, Inc. in a not to exceed amount of \$188,000 by the following roll-call vote:*

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

**4. Consideration of Policy Revision: Training, Education and Conferences; Remuneration / Per Diem Fees; Payment of Expenses; and Expenditure Reimbursement**

General Manager Jagggers advised that it was requested by one Board member and recommended by the Ad Hoc Communications Committee to review said policies.

Mr. Jagggers noted that the Personnel Committee may have some additional comments. He advised there was discussion about reviewing pre-approved activities that members of the Board of Directors might attend in order to further the District's business in the community and the local area. He pointed to the current list of pre-approved activities and introduced a sample annual approval list of items for Board consideration to meet the flexibility for different events.

Staff requests direction, Jagggers noted, or referral to the Personnel Committee. Personnel Committee Chair Covington said he had indicated to the Committee that the policy needs revision. If there is no urgency, this can be moved through the Personnel Committee as usual procedure then brought back to the Board, he said.

Covington recalled Personnel Committee review of the policy update in 2019. He noted that the policy is convoluted and narrows down the scope of the meetings and functions for which directors are eligible to attend but offers a broad section. The policy needs to be cleaned up, he stated. He suggested pulling out the list of conferences

and meetings and creating a list for Board review in December, as the list will change. He noted there are some community functions that have value with representation from the District and pointed out that directors have not generally participated. He suggested a redline policy and list be brought back to the Board for consideration. Whatever the list shows, and whatever the policy dictates, there must be some bookends on the process, as it cannot be a blanket approval to go attend events and charge the District, Covington cautioned.

Director Ramirez explained that the Ad Hoc Communications Committee had identified some events that would have allowed directors further extension and representation into the community but was not specified in the policy. Overall, the base of meetings and trainings already approved is good, and it is a good idea to have a more exhaustive list of pre-approved functions, he said. He agreed the list of additional events should be an addendum for annual adoption not within the policy but indicated that those meetings already approved within the policy should remain there. He said it would be nice to allow directors more flexibility to continue community outreach and emphasized it should be fair on the places that directors are attending. The main goal is to add flexibility, he said.

Director Williams explained that the Ad Hoc Communications Committee discussed more visibility in the community and said there are some things that the Board should be listening for. Directors should be becoming better known and more accessible to persons with concerns. She gave the example of Chamber of Commerce events.

President Slawson said he had no problem with tightening up the definitions and supported the creation of a list. He indicated there is a process defined by law for reimbursable expenditures and requested clarification. Mr. Jagers pointed to the current policy language and reminded the Board that the policy had been reviewed in 2019. He indicated that the policy can be structured more cleanly, provide for an annual review, and add more consideration for increased flexibility.

President Slawson pointed out that even with a list, there is opportunity in the policy where directors can still request per diem if it is not on the list. Jagers suggested retaining the flexibility to either consider in advance or in arrears the Board member's attendance at certain things that come up that were unknown. He recommended some version of the policy with clarity but while retaining the caveats for required pre-authorization to assure flexibility for the Board to consider the value of an activity.

President Slawson asked if a director is requesting compensation for something that is not OK, what or who stops it? Jagers noted that District Legal Counsel James Markman is not present at this meeting. Director Covington noted that the policy states that a director will bring the item of interest back to the full Board for approval. If it is legitimate, he said he did not expect the Board to decline the expense. He referred to the bookends on the process and pointed out that 80 percent of the desired change is already in the policy but should be re-arranged.

Covington pointed to the Other Activities, Events and Authorizations and said they should be pre-approved, but noted that some things will come up that may be questionable and there should be a list of items that must come to the Board for approval.

Mr. Jagers reminded the Board that a report to the Board is required from a director who attends a meeting and requests compensation.

President Slawson directed staff to bring the policy review process through the full Board.

President Slawson invited public comment. There was none.

## **5. Ad Hoc Communications Committee Recommendation for Designation of Official District Spokesperson**

General Manager Jagers reminded the Board of the previous discussion at the April 14, 2021 meeting and tabling of the item regarding the Ad Hoc Communications Committee partnering with President Slawson to push some activities out into the public. He noted there is a recommendation for assignment for the 3<sup>rd</sup> and 4<sup>th</sup> quarter and stated that the intent was that all the Board members have an equal opportunity to represent the Board on an as-desired basis.

President Slawson indicated he did not like the idea of taking the spokesperson role from the Board president, but said he understood the goal. He pointed to the example of Eastern Municipal Water District where the board president rotates every two-year term. That way, everyone has a chance to be the spokesperson and president, Slawson stated. As far as representing the District at events, no director has any more weight than another, he continued. If any director wants to represent the District, it is within their ability to do so.

Director Ramirez clarified that the heart of the idea was due to some articles to be promoted to media partners and the involvement of the members of the Ad Hoc Communications Committee and desire to get more representation across the director divisions.

President Slawson indicated that the rotating president would also accomplish the representation goal.

Director Williams reiterated that the intent was not to take the spokesperson role from the president, it was to have the flexibility for other members of the Board to represent the District and be seen by the community and assist the president. District policy indicates that the president can make such assignments, she noted.

President Slawson noted that a director can attend a function if desired. He said he did not think it necessary to alter the responsibilities in the policy. The way it is set up now, everyone is welcome to attend functions and represent the District or their division.

Director Ramirez indicated that another intent is to ensure that director quotes are making it into press releases.

President Slawson noted that directors have a line to CV Strategies. Mr. Jagers explained that staff has been trying to establish one quote per month for each Board member and there has been discussion about producing some Op-Ed pieces that are more directed. It is the intent of the Ad Hoc Communications Committee to bring back CV Strategies and to positively promote the District. Slawson stated that if any director has something they want to get out to the public they have the ability to contact CV Strategies.

Director Covington agreed with President Slawson that all Board members represent the District. He said he did not think anything needed to be done. He said he heard that the Ad Hoc Communications Committee has done some positive work and will drive the public outreach.

Mr. Jagers suggested that from a transparency perspective it is important to note that the Ad Hoc Communications Committee members will be more active. The District must be protected against a misconception by the public and it is being balanced. Director Covington suggested continuing to circulate among the members for comments for the articles, but the members of the Ad Hoc Committee should be taking the lead on those press releases.

President Slawson stated that there is a good system, and he does not want to change the spokesperson, but asked the Board to consider a rotating presidency.

#### **6. Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem**

General Manager Jagers advised that upcoming events will be presented for Board consideration and pointed to the list provided. Director Covington indicated that updates via email and on the Board agenda would be helpful. Director Ramirez encouraged the inclusion of the events list.

#### **7. Continued Review of Anticipated California Drought Conditions, District Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other Drought Response**

General Manager Jagers advised that the west is in historic drought condition and provided information. In response to Director Covington, Jagers discussed wet and dry years, and noted there is little snowpack in northern California, so there is no runoff to fill lakes over time. It is a unique condition that has not been experienced and is creating a lot of concern, he explained.

Jagers provided further detail on conditions, advised that a lot of people are concerned, and it will have some impacts in ways that are not yet being discussed. As fall moves in, more will be known. If there is no rain this winter, he advised, the District will need to make strong decisions about enacting drought activities. The District can make it through one year, but will not want to do nothing next year if there is drought, he emphasized.

Director Covington asked about the availability of surplus water and noted there is money in the 2021 budget for water procurement. Jagers indicated he would agendize the discussion for the next workshop and explained the recovery of expenditures on a running average.

Mr. Jagers advised that the San Geronio Pass Water Agency has been negotiating with Casitas Municipal Water District and the City of Ventura and received some water.

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

General Manager Jagers reported that the air conditioner for the Board Room is down and will be replaced. The Director of Information Technology has almost completed the installation of the new technology in the Board Room, and it is close to ready, he explained. In response to a question from President Slawson, he provided some detail on the equipment.

Governor Gavin Newsom has extended the opportunity to continue remote meetings until September, Jagers advised. He noted there were differences in recommendations between the CDC and Cal OSHA regarding opening restrictions and provided detail. The building is fully staffed and is open to the public four days a week from 8 a.m. to 5 p.m., he noted.

Jagers noted a slight uptick in COVID-19 cases in Los Angeles and Riverside County.

The Board chose to return to live Board meetings as of the July 14 meeting. President Slawson advised he will not be attending the meeting on July 14 as he is on vacation, and it will be led by Director Williams. Mr. Jagers will review the distancing requirements with legal counsel.

**9. Status of Declared Local Emergencies related to Fires**

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

General Manager Jagers reported that the downed trees that were previously mentioned will be removed by the California Conservation Corps and work is progressing. Preparation for monsoonal events is under discussion.

Director Covington noted that the Burn Task Force call yesterday had everyone getting back into the thought process where it was left off at the end of the rainy season.

**10. Reports for Discussion**

a. Directors' Reports

Director Ramirez reported on the ACWA Groundwater Replenishment System Virtual Tour on June 22, 2021.

President Slawson reported on the Riverside County Water Task Force on June 16, 2021.

b. Director General Comments

Director Hoffman advised that when the Noble Creek Recharge Facility Phase 1 was fenced, at least 30 percent was saved on materials by not waiting, due to the increase in materials costs.

Director Hoffman noted that due to emergency repairs on wells water has been moved between pressure zones and temporary pipelines have been set up. The lines are made of composite material which is less expensive. He suggested the public be made aware of how the District is saving money.

Director Hoffman stated that the investment in Sites Reservoir and the decisions made by the Board will be one of the most important investments or one of the worst made in his time as director – time will tell.

Director Covington requested the dates for the Riverside County Water Task Force.

### c. General Manager's Report

Mr. Jagers discussed the 260 feet of temporary pipeline noted by Hoffman. He updated the Board on the reinstallation of Well 29, which is in the final process of testing to get back into service.

Well 24 is being brushed and bailed, he advised. MDP Line 16 came in at a cost higher than the engineer's estimate, Jagers reported. Flood Control has indicated that they are interested in finding a solution to move it forward, he added. This will be agendized for Board discussion.

Jagers said that staff members are still experiencing challenges coming back to the office but have made a real commitment to achieve complete return to work. Things are running normally, but the District is still experiencing staffing issues, particularly on the field side. Covington commended staff.

Jagers advised that a report was received of fishing in the Noble Creek Recharge Pond, but it was not investigated due to there being no water in the ponds.

## 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
- Policy on rotation of Board presidency

## 12. Announcements

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

- Finance and Audit Committee Meeting: Thursday, Jul. 1, 2021 at 3 p.m.
- District Offices will be closed Monday, Jul. 5, 2021 in observance of Independence Day
- Collaborative Agencies Committee: Wednesday, Jul. 7, 2021 at 5 p.m.  
*Meeting available via teleconference or in-person at the Beaumont Library*



- Regular Board Meeting: Wednesday, Jul. 14, 2021 at 6 p.m.
- Personnel Committee Meeting: Monday, Jul. 19, 2021 at 5:30 p.m.
- Engineering Workshop: Thursday, Jul. 22, 2021 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Aug, 4, 2021 at 10 a.m.

Director Covington advised that he will not be able to attend the Finance & Audit Committee meeting. He requested Director Williams attend as alternate.

Mr. Jagers advised of a special meeting of the Beaumont Basin Watermaster on Monday, June 28 at 10 a.m.

Director Covington advised that he will not attend the Personnel Committee meeting on July 19, nor the Engineering Workshop on July 22.

13. *There was no item 13.*

**14. Adjournment**

*President Slawson adjourned the meeting at 8:05 p.m.*

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

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

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



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 3

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Consideration of Attendance at the California Special Districts Association Annual Conference in Monterey, CA August 30 – September 2, 2021**

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**Staff Recommendation**

Consider assignment of two members of the Board of Directors and / or staff to represent BCVWD at the California Special Districts Association Annual Conference, to be held in Monterey, CA from August 30 to September 2, 2021.

**Summary**

The BCVWD Policies and Procedures Manual Part II, Section 12 A states:

Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

Attendance at the CSDA conference can be beneficial to the District. The conference provides a forum to learn about potential opportunities, best practices, changes in special district law, and to make strategic contacts. In addition, the various responses of public agencies to the COVID-19 pandemic, other current issues impacting water including COVID-19 funding, along with recent legislative changes that directly impact BCVWD will likely be hot topics at the event, and it would serve BCVWD to be well informed.

Members of the BCVWD Board of Directors have attended the Association of California Water Agencies Fall Conferences in the past and found them beneficial. The CSDA conference focuses on management and leadership of special districts in general and are very relevant to the operations of BCVWD. In addition, the Board has indicated interest in becoming more involved in CSDA. Breakout sessions in Monterey include:

- Creating a Strong Foundation for your Public Agency
- Taxes, Assessments and Fees: Recent Developments and Considerations

and more (See attachment 2).

Due to limited availability of accommodations in Monterey, the CSDA-designated room blocks with special rates sell out quickly. Staff recommends a decision on attendance at this meeting.



### **Fiscal Impact**

Estimated cost per conference attendee:

Conference registration (before July 30)	625.00
Pre-conference Workshop (optional) (\$150 - \$225)	
Director per diem (5 days @ \$260 per day)	1,300.00
Mileage (driving round trip from BCVWD Admin office = 794 miles @ 56 cents per mile IRS rate) (Does not include side trips such as driving to off-premises restaurants)	444.64
Meals and incidentals (maximum reimbursable) <sup>1</sup> (1 travel day, 4 days meals not included as part of conference)	231.00
Hotel accommodations Sunday – Thursday (4 nights @ \$214 +10.5% TOT and 7.25% sales tax, + \$29 per night resort fee)	1,123.94
Hotel parking \$24 per day (5 days)	120.00
Estimated cost per conference attendee	<b>\$3,844.58</b>

### **Attachments**

1. Preliminary Conference Schedule (6/22/21)
2. CSDA Conference Brochure
3. BCVWD Policies and Procedures Manual Part II, Sections 12, 13, 14, 15

Report prepared by Lynda Kerney, Administrative Assistant

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<sup>1</sup> U.S. General Services Administration per diem rates 2021 for Monterey, CA:  
[https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems\\_report&state=CA&fiscal\\_year=2021&zip=&city=monterey](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=CA&fiscal_year=2021&zip=&city=monterey)

**Attachment 1****CSDA ANNUAL CONFERENCE  
AND EXHIBITOR SHOWCASE****SCHEDULE**

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Monday, August 30, 2021

9:00 a.m. - 3:30 p.m.

- **Pre-Conference Workshop: SDLA Module 1: Governance Foundations\***
- **Pre-Conference Workshop: So, You Want to Be a General Manager?\***

10:00 a.m.

**SDLF Scramble for Scholarships Golf Tournament\***

12:30 - 3:30 p.m.

**Pre-Conference Workshop: The Board and GM Working Together to Optimize the District\***

1:30 - 3:30 p.m.

**Certified Special District Manager (CSDM) Exam, Special District Leadership Foundation\***

3:45 - 5:15 p.m.

**Chapter Roundtable Discussion**

5:15 - 7:30 p.m.  
CONFERENCE RECEPTION  
President's Reception with the Exhibitors

# CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE

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Tuesday, August 31, 2021

7:30 - 8:30 a.m.

### **Continental Breakfast with the Exhibitors**

8:45 - 10:45 a.m.

### OPENING GENERAL SESSION

#### **Kevin Brown**

*Motivational speaker and author presenting "The Hero Effect – Being your best when it matters the most!"*

In a fresh and entertaining style, Kevin shares ideas, strategies and principles that will inspire and equip participants to show up every day and make a positive difference. At the heart of Kevin's message is a simple, yet powerful philosophy for life that drives every thought, every action and ultimately every result we achieve both personally and professionally. Your team will be motivated to reach beyond what is required and do something remarkable!

This program is designed to help participants:

- Achieve greater results by eliminating "ordinary" thinking and mastering the habit of excellence.
- Own the moments that matter (and they all matter) by taking responsibility for their attitude, their actions and their results.
- Create meaningful relationships and deliver an extraordinary experience for every "customer" at work and at home.

11:00 a.m. - 12:00 p.m.

### BREAKOUT SESSIONS

#### **Resolving Conflict Constructively**

### *CPS HR Consulting*

Have you ever wondered how to identify specific types of conflict, how to respond to baiting language and how to use building language to respond to defensive language? Learn through experience with three interactive activities that encompass: challenging behaviors, subversive language, and the effective use of communication.

### **Creating a Strong Foundation for your Public Agency**

#### *BHI Management Consulting*

There are a number of subtle aspects of public agency work that are easy to overlook that, when strengthened, can truly make the difference during tough times.

### **Taxes, Assessments, and Fees: Recent Developments and Considerations for Your District**

#### *Colantuono Highsmith & Whatley, PC*

Special Districts have limited revenue-raising powers and often need alternative revenues to fund operations. This session will highlight recent developments and key considerations between common alternative revenues.

### **Managing COVID-19 Issues: Now and What's Next**

#### *Liebert Cassidy Whitmore*

#### *Orange County Mosquito and Vector Control District*

In this training, we will provide a wide-ranging survey of the labor and employment issues implicated by COVID-19. We will provide both legal and practical advice for special districts on myriad subjects from labor relations to wage and hour to litigation. The workshop will address the most important and timely issues facing employers now including, preparing for and responding to outbreaks of COVID, managing employee leave, addressing accommodation requests, ensuring healthy and safe workplaces, and controlling and reducing employers' costs. We will also look forward to what may be next for special districts, including statutory and contractual claims which may

be brought against your district and how to help avoid them. We will also discuss budgetary constraints, bargaining obligations, and a potential resurgence of the virus.

## **CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE**

### **Buying, Selling & Leasing Property: Keys to Successful Transactions and AB1486 Compliance**

*Meyers Nave*

This session covers laws and regulations governing real estate transactions that involve special districts, including the Surplus Lands Act which was extensively amended by AB 1486 in October 2019.

### **Collaboration: How Multiple Agencies Can Work Together, Better**

*Probolsky Research and special district panel*

We will break down some of the key advantage and elements of success when two or more agencies team up to build something or partner in some other way.

- Get off the ground more quickly
- Spread the risk
- Build a broader coalition of support
- Demonstrate innovation
- Pooled talent
- And more

### **Trending: Using Social Media to Promote Transparency and Accountability**

*Aleshire & Wynder, LLP*

Social media has transformed how governments interact with constituents. Explore the benefits of social media in promoting transparency and the challenges of complying with the Brown Act in a post-pandemic virtual world.

12:15 - 1:30 p.m.

Lunch with the Exhibitors

# CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE

1:45 - 3:00 p.m.

## BREAKOUT SESSIONS

### **AB 5: So, You're Saying Our Independent Contractor is Actually an Employee?**

*Atkinson, Andelson, Loya, Ruud & Romo*

Many public agencies benefit from the use of independent contractors in many types of projects. This is usually done out of convenience for the district, the ability to leverage a specialized skill set on a temporary basis, and as a cost savings for ratepayers. However, what if your independent contractor wasn't really 'independent' after all? This session will explore the latest rules as set forth by AB 5, the various methods used to determine whether a contractor is truly independent, and how your district should handle any claims of employee misclassification.

### **How to Make Your Board / Manager Team a Success**

*Rauch Communications Consultants*

This session focuses on building an effective board manager team by improving board governance and the board and manager roles and relationships. Topics include committee meetings; focusing the board on the right information and issues; dealing with difficult personalities; providing clear policy direction to the manager; a pain free and productive method for evaluating the Manager's performance; and more. The session features real-world examples, opportunities for Q/A, and sharing of experiences.

### **Public Contracting Requirements: Emergency Preparedness and Federal and State Reimbursement**

*Meyers Nave*



This session covers contracting best practices and procedures that special districts should have in place before a disaster, steps that can be taken during the disaster to help manage the situation and plan for potential state and federal reimbursement, and what must happen immediately after the disaster to move forward quickly to address the affected community's needs.

## **Developments in Prop 218 and the Law of Water Rates**

*Hanson Bridgett, LLP and Best Best & Krieger LLP*

Water and wastewater rates are under continuing legal attack throughout the state. Retail water suppliers and wastewater service providers must collect and fairly allocate the costs of service among their ratepayers, and even well-designed plans may come under attack from disgruntled users and their often-entrepreneurial attorneys - who take the cases on contingency and bet on being able to collect their fees from the special district. A class action case filed against 81 water retailers last year brought the threat of these suits and their financial impact into sharp focus. And recent case law proves to be a mixed bag for public entities. In this program, attendees will learn about:

- the impact of recent legal decisions,
- the threats posed by certain pending lawsuits,
- recent and proposed legislation affecting rate setting and collections, and
- practical steps special districts might consider to reduce the risks of Prop. 218 challenges

## **Reserve Policies for Special Districts – How Much is Enough?**

*Eide Bailey CPAs*

Special Districts are struggling to develop reserve policies and determine how much reserve they really need without appearing to have too much. This session will talk about what reserves are needed and why, how to establish reserve level policies, support for your reserve policy including a capital improvement plan and how to communicate your reserve policies to your constituents. We will also provide resources to help you get started in establishing or revising your reserve policy.

Grand Junction, Colorado

# CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE

## Harassment Prevention Training for Board Members and Supervisors - part 1

*Renne Public Law Group, LLP*

This training promises to provide a fun and interactive way for board members and managers to satisfy their bi-annual harassment prevention training requirement. Conducted by two experienced and engaging employment attorneys, the speakers will have participants weigh in through an electronic survey-method tool (done through an iPhone/Android app) throughout the presentation, facilitating more candid and educational responses. The presentation will teach participants how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and workplace bullying and will address how best practices can reduce the risk of personal and agency liability. Presenters will also highlight new laws that have emerged because of the #MeToo movement and the topic of implicit bias in the workplace. (See AB 1825, 2053, 1661.)

3:45 - 4:45 p.m.

### BREAKOUT SESSIONS

#### **Key Considerations for Utilizing Debt**

*California Special Districts Association Finance Corporation*

If your district is considering using debt as a tool to fund all or part of a mission-critical capital project, it is important to know what your options are. Join the expert consultants from the CSDA Finance Corporation in a discussion of funding structures, sources of repayment, market conditions, and more. Hear one special district's story of how successfully leveraged debt helped them meet their funding needs.

#### **Effective and Legal Meetings in a New Technology World**

*Richard Watson Gershon*

Covid-19 presented districts with unprecedented challenges, including how to keep public meetings safe and effective, while encouraging public participation and maintaining transparency. Technology has played a key role in this, but it can also open a Pandora's box of pitfalls. This presentation will explore how districts can harness the value of incorporating technology into the board room, while minimizing the potential risks. Topics will include best practices for online board meetings, procuring and using technology support and services, compliance with the Brown Act, accessibility, and more.

### **How to Help Your General Manager Succeed - And the Board too**

*Regional Government Services Authority*

*Costa Mesa Sanitary District*

Advice and humor from the real world. Topics Include: Giving Clear Direction; How to succeed even though you voted against that motion, and a game show, "What lane am I in"?

### **Supercharge Your Writing with Inclusive Language**

*CPS HR Consulting*

Spoken communication should empower others, promote inclusion, reduce bias, and avoid giving some groups privilege over others. This workshop will help you understand the ways word choice impacts spoken and written communication, and help you create messages and documents that build relationships and convey respect for your audience and stakeholders.

### **Dead Gift-Away: The Constitutional Prohibition on Gifts of Public Funds**

*Aleshire & Wynder, LLP*

This session will provide a primer on the doctrine of "gift of public funds," which prohibits the giving or lending of public funds to any person or entity, public or private, regardless of the amount of the expenditure or loan. 1) Attendees will learn the statutory and judicial

exceptions to the doctrine. 2) Attendees will also learn its application to special districts and the critical services provided to communities, including waste, relief, infrastructure maintenance, water, and fire protection, as well as its application to compensation of managers and employees. 3) This session will also explore how a public expenditure is challenged under the doctrine, and the potential repercussions of a violation.

### **Climate Adaptation Topic - invited**

### **Harassment Prevention for Directors and Supervisors - part 2**

*Renne Public Law Group, LLP*

This training promises to provide a fun and interactive way for board members and managers to satisfy their bi-annual harassment prevention training requirement. Conducted by two experienced and engaging employment attorneys, the speakers will have participants weigh in through an electronic survey-method tool (done through an iPhone/Android app) throughout the presentation, facilitating more candid and educational responses. The presentation will teach participants how to identify, prevent, and properly respond to workplace harassment, discrimination, retaliation, and workplace bullying and will address how best practices can reduce the risk of personal and agency liability. Presenters will also highlight new laws that have emerged because of the #MeToo movement and the topic of implicit bias in the workplace. (See AB 1825, 2053, 1661.)  
*Must attend both sessions to earn your certificate.*

5:00 - 6:30 p.m.

### **Mix & Mingle in the Exhibit Hall**

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## **Wednesday, September 1, 2021**

8:00 - 10:30 a.m.

**SDRMA FULL PLATED BREAKFAST AND KEYNOTE  
SPEAKER**

## Jason Hewlett

*The Promise - Becoming Legendary Leaders*

**CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE**

In 2021 our world is different, but foundational values remain the same: To deliver on our Promises, to be accountable to expectations and exceed them, and to always give 100% in every interaction. In Jason's entertaining and educational presentation, utilizing the legends of stage for establishing what a Promise looks like from a performance level, participants will be enlightened, energized, and entertained in a keynote unlike any other. Music, comedy, stories, and powerful insights will leave your attendees talking about The Promise in their own lives, business, and how everyone can up their game in 2021.

### Take-Aways:

- Confidence in Skills and Talents
- Team Unity
- ICM Process - Identify, Clarify, Magnify
- Discovery of Signature Moves and Personal Branding
- Energy for delivering at a higher level of Leadership in 2021
- Entertained & Inspired by Jason's delivery and stage presence

10:45 a.m. - 12:00 p.m.

### Breakout Sessions

#### **Proven, Get-to-the-Point Methods to Complete Your Long-Term and Strategic Planning Quickly, Efficiently, and Enjoyably**

*Rauch Communications Consultants*

This session provides approaches that have been proven to work: step-by-step guidance on how to engage the Board, executive team, staff and public in a successful Strategic Planning process avoiding vague and weasel words by pinning down clear direction in plain English; how to measure results; and more. There will be opportunities for questions, answers and engagement among the participants and the seminar leader.

#### **How to Pay Off Your CalPERS Pension Liability – Not Just POBs**

*Urban Futures, Inc.*

This session will start by providing a simple explanation of your CalPERS pension liability. We will provide an update on CalPERS' Investment Return for FY21 and discuss how much CalPERS is expected to lower the Discount Rate next year. The primary focus of this discussion will be on potential strategies to address your CalPERS liability, including: making *Additional Discretionary Payments (ADPs)* or a *Soft Fresh Start*, *Leveraged Refunding*, and *Tax-exempt Exchange* - providing real-world case studies of each. Finally, we will also touch upon pension obligation bonds (POBs), why they are so compelling, the GFOA's position on POBs, and POB risks and how to address them.

### **Brown Act in the Pandemic Matrix**

*Atkinson, Andelson, Loya, Ruud & Romo*

The pandemic created a lot of new circumstances with regard to Board meetings. So many aspects changed as public meetings moved into the cybersphere. The question now is how much of that is here to stay, and how much will fade with the pandemic. What we need to figure out is how public meetings will look going forward, and how a special district can remain compliant with the Brown Act – whether the meeting is in-person, virtual, or something in between. This session will discuss recent changes to the Brown Act, with a specific emphasis on the use of technology

### **FEMA Topic – invited**

An overview on the processes and considerations of Public Assistance and Hazard Mitigation Programs --- best practices, how to engage, applying, etc.

### **Ethics AB 1234 Compliance Training (part 1)**

*Lozano Smith*

This critical training satisfies your mandatory ethics training requirement during each two-year period, or within six months of being hired. Attendees will refresh their knowledge of public service ethics laws and principles. This includes informing attendees on how

to best navigate legal mandates; focus on doing the right thing in the public interest; consider conflicts of interest; and help spot issues before they become a problem.

## **CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE**

Representative Topics:

- *Effective Governance and Principles Beyond the Law*
- *Personal Financial Gain: Conflict of Interest, Bribery*
- *Personal Advantages and Perks: Gift and Travel Restrictions*
- *Governmental Transparency and Fair Processes: Financial Disclosure, Brown Act*
- *Fair Processes: Due Process, Common Law Bias, Incompatible Offices*

### **WC, ADA, and FEHA: The Keys to Mitigating Liability**

*Special District Risk Management Authority*

*MacIntyre & White*

In today's increasing liability for employers as it relates to workers' compensation and disability claims, this presentation will focus on an employer's responsibilities when dealing with ADA and FEHA as well as how an employer should coordinate those responsibilities when a workers' compensation claim is involved.

### **Recent Developments in Redistricting and the California Voting Rights Act**

*National Demographics Corporation and Cole Huber, LLP*

This presentation will provide updates regarding the conversion to district elections under the California Voting Rights Act ("CVRA") and the redistricting process (for those special districts that currently have district elections). The presentation will address recent court cases interpreting the CVRA and the legal requirements for creating districts. The presentation will also address the release and use of 2020 Census data, the timing of the districting and redistricting processes, and the deadlines for being ready for the 2022 election cycle.

12:15 - 1:45 p.m.

Legislative Update and Round

# CSDA ANNUAL CONFERENCE AND EXHIBITOR SHOWCASE

2:00 - 3:15 p.m.

## Breakout Sessions

### **Managing the Impacts of Homelessness on Special Districts Facilities and Services – invited**

*Institute for Local Government (ILG)*

### **Revenues and Recovery - An update on taxes, fees, rates and assessments**

*Colantuono, Highsmith & Whatley, PC and NBS*

An update on current developments in the law of special district revenues, including selected case studies and new rulings on water rates, special taxes, assessments and other fees and charges.

### **Lessons Learned From 2020 and How They Will Impact Litigation for Years to Come**

*Liebert Cassidy Whitmore*

2020 was unlike any year we have experienced. COVID-19, civil unrest and political polarization, among other things, impacted the workplace in ways we could not have imagined. Now, these events have started to shape the type of litigation special districts will be dealing with in the coming years. We will discuss emerging litigation trends such as disability claims, reasonable accommodation obligations, First Amendment and free speech challenges, social media freedoms and more. We will also discuss how districts can mitigate the risk of these types of claims.

### **Energy Resilience for Critical Infrastructure**

*Centrica Business Solutions*

Energy is vital to every business. When an energy-related failure occurs, operational vulnerabilities



become exposed and the need for a secure energy source becomes essential. The cost of an energy related failure is significant and far-reaching. It is very important for special districts to have an Energy Resilience Strategy in place to address the risks and protect themselves.

## **Accessing California's COVID-19 Relief Funds for Special Districts**

*CSDA Advocacy Team*

CSDA has led the charge for special districts' access to pandemic assistance programs. Now, discover the various sources for relief districts may utilize at state and local levels, and learn more about best practices in gaining access to funding.

## **Strategies to Avoid Liability and Minimize Exposure for Claims Related to Streets, Sidewalks and Trees**

*Special District Risk Management Authority and Porter Scott*

Jury decisions in California are awarding millions in damages against public agencies and have eroded most immunities of public agencies. This presentation provides public agencies with strategies to reduce their exposure when dealing with dangerous conditions related to sidewalks and trees.

## **Ethics AB 1234 Compliance Training (part 2)**

*Lozano Smith*

This critical training satisfies your mandatory ethics training requirement during each two-year period, or within six months of being hired. Attendees will refresh their knowledge of public service ethics laws and principles. This includes informing attendees on how to best navigate legal mandates; focus on doing the right thing in the public interest; consider conflicts of interest; and help spot issues before they become a problem.

Representative Topics:

- Effective Governance and Principles Beyond the Law

- Personal Financial Gain: Conflict of Interest, Bribery
- Personal Advantages and Perks: Gift and Travel Restrictions
- Governmental Transparency and Fair Processes: Financial Disclosure, Bid/RFI Act
- Fair Processes: Due Process, Common Law Bias, Incompatible Offices

*Must attend both sessions to earn your certificate.*

3:30 - 5:00 p.m.

### **Breakout Sessions**

#### **Crisis Communications: 5 Ideas, 2 Tips, 20 Questions Answered**

*Tripepi Smith*

Crisis communications is something we all think we are ready for until the crisis hits. Then the real crisis begins. Join Ryder Todd Smith, President of Tripepi Smith as he shares his insights and experiences in local government with crisis communications. He will identify career ending risks, cool tools to have in your arsenal of platforms and take questions from the audience on a full range of subjects. Don't let your next crisis create a communications crisis, leave this session with some actionable ideas. Also, attendees of this session will look seven years younger when it is over.

#### **Exceptional Boards for Exceptional Times: Creating a Culture of Good Governance**

*Institute for Local Government (ILG)*

Local governments in California face a myriad of critical and emerging issues from economic recovery from the COVID crisis, to the retirement wave, to preparing for future disasters. In order to navigate this, elected officials must be equipped to lead through these changing, and sometimes challenging, times. This session will provide tools and strategies to help elected officials operate more effectively as a board and better engage with fellow board members and staff.

**ATTENDEE  
BROCHURE**

**LEARN & NETWORK WITH  
DISTRICT PEERS**

**IN ONE PLACE!**



**YOU ARE A...**

***SPECIAL DISTRICT***

**HERO**



**2021 CSDA ANNUAL CONFERENCE  
& EXHIBITOR SHOWCASE**

**AUGUST 30-SEPTEMBER 2 MONTEREY, CA**



# ATTENDEE BROCHURE

## SPECIAL DISTRICT POWERS **ACTIVATE**

In 2020 and 2021, special district staff and elected officials were called on to be the HEROES of their communities by providing essential services to Californians through difficult times.

Come together with other special district heroes for a three day, must-attend education and networking event. Develop new partnerships. Participate in inspiring and motivating keynote sessions. Walk away with strategies, new connections, and innovative ideas to help you and your district in good times and challenging times.

### **TWO DYNAMIC KEYNOTES**



Kevin Brown

Jason Hewlett



**THE CSDA ANNUAL  
CONFERENCE & EXHIBITOR  
SHOWCASE IS THE ONE  
CONFERENCE SPECIAL  
DISTRICT LEADERS CAN'T  
AFFORD TO MISS!**



## Breakout Session Information

Choose from over 35 breakout sessions for your needs and the needs of your district. Topics include: pensions, ethics, harassment prevention, prevailing wage, Brown Act, community outreach and engagement, governance, legislative and legal updates and much, much more!

Check the conference website for full breakout session details.



CSDA will follow all state and local COVID-19 guidelines at the 2021 Annual Conference and Exhibitor Showcase. These may include masking and social distancing at the following locations:

- Monterey Conference Center
- Monterey Marriott
- The Portola Hotel & Spa



Room reservations for the CSDA Annual Conference and Exhibitor Showcase begin at \$214 plus tax and are based on availability. In order to book a hotel room, you must first register for the conference to obtain a CSDA room reservation link.

**35**  
breakout sessions



**THIS YEAR'S CONFERENCE WILL BE HELD IN AMAZING MONTEREY!**



**HOTELS & CONFERENCE CENTER**



**Monterey Marriott**  
350 Calle Principal  
Monterey, CA 93940

**Portola Hotel & Spa**  
2 Portola Plaza  
Monterey, CA 93940

**Conference Center**  
1 Portola Plaza  
Monterey, CA 93940



## Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points (CIPs) can be earned based on an agency's attendance at the CSDA Annual Conference & Exhibitor Showcase, reducing SDRMA members' annual contribution amounts.



pre-conference events



amount of fun



**Kevin Brown**

**OPENING KEYNOTE**

**Tuesday, August 31**

**“The Hero Effect – Being your best when it matters the most!”**

In a fresh and entertaining style, Kevin shares ideas, strategies and principles that will inspire and equip participants to show up every day and make a positive difference. At the heart of Kevin’s message is a simple, yet powerful philosophy for life that drives every thought, every action and ultimately every result we achieve both personally and professionally. Your team will be motivated to reach beyond what is required and do something remarkable!

This program is designed to help participants:

- Achieve greater results by eliminating “ordinary” thinking and mastering the habit of excellence.
- Own the moments that matter (and they all matter) by taking responsibility for their attitude, their actions and their results.
- Create meaningful relationships and deliver an extraordinary experience for every “customer” at work and at home.



**Jason Hewlett**

**SDRMA SPONSORED KEYNOTE**

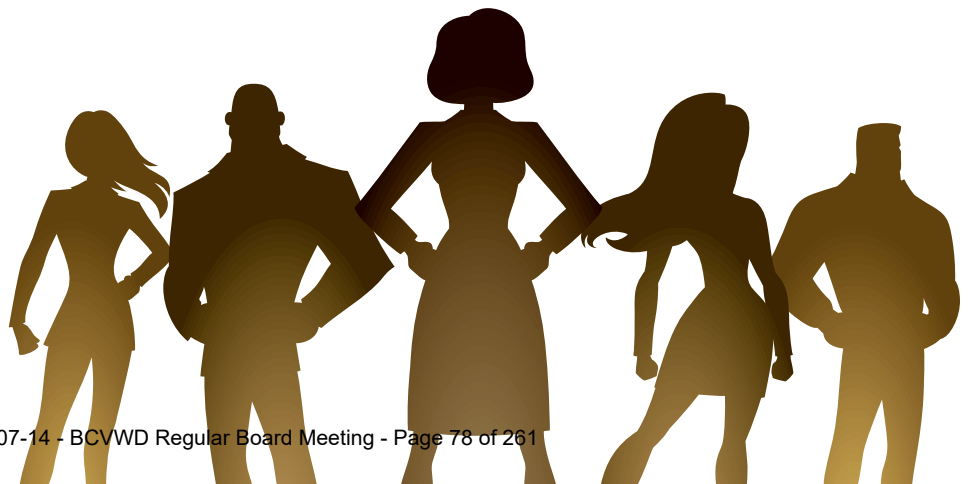
**Wednesday, September 1**

**“The Promise – Becoming Legendary Leaders.”**

With humor, heart, and absolute clarity, Jason hilariously brings legends of stage, music, and comedy to life to help leaders discover their very own signature moves and redefine their promise and commitment to their teams and organizations.

In 2021 our world is different, but foundational values remain the same: To deliver on our promises, to be accountable to expectations and exceed them, and to always give 100% in every interaction. In Jason’s entertaining and educational presentation, utilizing the legends of stage for establishing what a promise looks like from a performance level, participants will be enlightened, energized, and entertained in a keynote unlike any other. Music, comedy, stories, and powerful insights will leave attendees talking about the promise in their own lives, business, and how everyone can up their game in 2021.

**YOU ARE A...**  
**SPECIAL DISTRICT**  
**HERO**



# PRE-CONFERENCE PROGRAM EVENTS TO HELP YOU POWER UP!



## PRE-CONFERENCE PROGRAM EVENTS

MONDAY, AUGUST 30, 2021

9:00 a.m. – 3:30 p.m.

[Pre-Conference Workshops]

### Special District Leadership Academy Module 1: Governance Foundations\* -

As the core curriculum of CSDA's Special District Leadership Academy, this workshop serves as the "foundation" for the series on effective governance of special districts. It is specifically designed for special district board members and meets the requirement for six hours of governance training for Special District Leadership Foundation programs.

### So, You Want to Be a General Manager? \*

This is a practical career development workshop for senior executives and emerging leaders in special districts. This action-oriented workshop includes group and panel discussions on the journey, roles, and skill sets of a general manager; identifying general manager opportunities; developing positive relations with the board, staff, and peer agency executives; and leadership best practices.

10:00 a.m.

### SDLF Scramble for Scholarships Golf Tournament\*

Pacific Grove Golf Links

12:30 – 3:30 p.m.

[Pre-Conference Workshop]

### The Board and General Manager Working Together to Optimize the District – a 5-Step Program for Assuring Optimal Performance\*

Optimizing district performance is always a goal. The five systematic steps that will be presented in detail are:

- a frank assessment of district position, status and outlook
- a realistic look at communications between the board and general manager
- an honest appraisal of the third rails of your organizational model
- policies that support best practices
- clearly setting the organizational vector

*The instructor will use in-class exercises and assessment tools for each step for assessment purposes. Come prepared to have open dialogue about how to get and keep your district performing at the highest levels.*

1:30 – 3:30 p.m.

### Certified Special District Manager (CSDM) Exam, Special District Leadership Foundation (Optional)

3:45 – 5:15 p.m.

Chapter Roundtable Discussion (Optional, no fee, must be attending annual conference)

\*Separate registration and payment required. Space is limited and on a first-come, first-served basis.



5:15 - 7:30 P.M. [MONDAY]  
CONFERENCE OFFICIALLY

# BEGINS



President's  
Reception with  
the Exhibitors

ALL REGISTERED ATTENDEES WELCOME

**NEW CONFERENCE CENTER**



**MONDAY, AUGUST 30, 2021**

9:00 a.m. - 3:30 p.m.

Pre-Conference Workshop: **SDLA Module 1: Governance Foundations\***

Pre-Conference Workshop: **So, You Want to Be a General Manager?\***

10:00 a.m.

**SDLF Scramble for Scholarships Golf Tournament\***

12:30 - 3:30 p.m.

Pre-Conference Workshop: **The Board and GM Working Together to Optimize the District\***

1:30 - 3:30 p.m.

**Certified Special District Manager (CSDM) Exam, Special District Leadership Foundation\***

3:45 - 5:15 p.m.

**Chapter Roundtable Discussion**

5:15 - 7:30 p.m.

**Conference Begins!  
President's Reception with the Exhibitors**

**TUESDAY, AUGUST 31, 2021**

7:30 - 8:30 a.m.

**Continental Breakfast with the Exhibitors**

8:45 - 10:45 a.m.

**Opening General Session: Kevin Brown**

11:00 a.m. - 12:00 p.m.

**Breakout Sessions**

12:15 - 1:30 p.m.

**Lunch with the Exhibitors**

1:45 - 3:00 p.m.

**Breakout Sessions**

**TUESDAY CONT...**

3:45 - 4:45 p.m.

**Breakout Sessions**

5:00 - 6:30 p.m.

**Mix & Mingle in the Exhibit Hall**

**WEDNESDAY, SEPTEMBER 1, 2021**

8:00 - 10:30 a.m.

**SDRMA Full Plated Breakfast and Keynote Speaker: Jason Hewlett**

10:45 a.m. - 12:00 p.m.

**Breakout Sessions**

12:15 - 1:45 p.m.

**Legislative Update Luncheon**

2:00 - 3:15 p.m.

**Breakout Sessions**

3:30 - 5:00 p.m.

**Breakout Sessions**

6:00 - 9:00 p.m.

**SDLF Taste of the City**

**THURSDAY, SEPTEMBER 2, 2021**

8:00 - 10:00 a.m.

**CSDA Closing Breakfast**

\* = optional, advanced registration, additional fee





# 2021 CSDA ANNUAL CONFERENCE ATTENDEE REGISTRATION FORM

one form per attendee, please print

**PLEASE PRINT & INCLUDE  
FORM WITH PAYMENT.**

### Three Ways to Register:

1. REGISTER ONLINE by visiting the CSDA Annual Conference website at [conference.csdanet.net](http://conference.csdanet.net).
2. REGISTER BY FAX your registration form to 916-520-2465.  
All faxed forms must include payment.
3. REGISTER BY MAIL to CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814.  
Check made payable to: California Special Districts Association.

### Not sure if you are a member?

Not sure if you are a member? Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the benefits of membership, contact Member Services Director Cassandra Strawn at [cassandras@csda.net](mailto:cassandras@csda.net) or call toll-free 877-924-2732.

### Full conference registration fee includes:

- » President's Reception with the Exhibitors Monday
- » Keynote Sessions
- » Continental Breakfast with the Exhibitors on Tuesday morning
- » Lunch with the Exhibitors on Tuesday
- » Mix and Mingle in the Exhibit Hall on Tuesday
- » SDRMA Full Plated Breakfast on Wednesday
- » Legislative Update Luncheon on Wednesday
- » All Breakout Sessions on Tuesday and Wednesday
- » Taste of the City Reception on Wednesday
- » Closing Breakfast on Thursday

**Full conference GUEST registration includes all meal functions.**

Name:		Title:		
District:				
Address:				
City:		State:	Zip:	
Phone:		Fax:		
Email:		Website:		
Member status: <input type="checkbox"/> Member <input type="checkbox"/> Non-member				
Special Needs (include dietary):				
Emergency Contact:				
Would you prefer to opt out of exhibitor or sponsor emails? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONFERENCE REGISTRATION FEES		EARLY BIRD (ON/BEFORE JULY 30, 2021)	REGULAR (AFTER JULY 30, 2021)	SUBTOTAL
<input type="checkbox"/> CSDA Member - Full Conference		\$625.00	\$675.00	
<input type="checkbox"/> Non-member - Full Conference		\$940.00	\$1015.00	
<input type="checkbox"/> Guest of a Member - Full Conference (Cannot be from a district/co.) <input type="checkbox"/> Vegetarian		\$300.00	\$325.00	
<input type="checkbox"/> Guest of a Non-member - Full Conference (Cannot be from a district/co.) <input type="checkbox"/> Vegetarian		\$450.00	\$485.00	
<input type="checkbox"/> CSDA Member - One-day registration <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thurs.		\$350.00 each day	\$375.00 each day	
<input type="checkbox"/> Non-member - One-day registration <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thurs.		\$510.00 each day	\$565.00 each day	
SEPARATE REGISTRATION FEES		CSDA MEMBER	NON-MEMBER	SUBTOTAL
<input type="checkbox"/> Pre-Conference Workshop: SDLA Module 1: Governance Foundations - Aug. 30		\$225.00	\$340.00	
<input type="checkbox"/> Pre-Conference Workshop: So You Want to be a General Manager? - Aug. 30		\$100.00	\$100.00	
<input type="checkbox"/> Pre-Conference Workshop: The Board and GM Working Together... - Aug. 30		\$150.00	\$225.00	
<input type="checkbox"/> SDLF Scramble for Scholarships Golf Tournament - Aug. 30		\$105.00 (includes lunch)		
<input type="checkbox"/> Taste of the City Reception (Guests only) - Aug. 30		\$ 65.00 CSDA Member Guest	\$ 98.00 Non-member Guest	
<b>TOTAL</b>				
Payment type: <input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover				
Account name:		Account Number:		
Expiration date:		Authorized Signature:		

**Cancellations/Substitution Policy:** Cancellations must be in writing and received by CSDA no later than Friday, August 13, 2021. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after August 13, 2021. Substitutions are acceptable and must be done in writing no later than August 20, 2021 at 5:00 p.m. Please submit any cancellation notice or substitution request to [meganh@csda.net](mailto:meganh@csda.net) or fax to 916-520-2465.

**Consent to Use Photographic Images:** Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

**Anti-Discrimination and Harassment Policy:** CSDA is dedicated to a harassment-free event experience for everyone. Our Anti-Discrimination and Harassment Policy can be found under "CSDA Transparency" at [www.csdanet.net/about-csda/who-we-are](http://www.csdanet.net/about-csda/who-we-are).



California Special Districts Association  
1112 I Street, Suite 200  
Sacramento, CA 95814

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# ATTENDEE BROCHURE



*GOING TO CONFERENCE  
IS ALWAYS AN EXCELLENT  
OPPORTUNITY TO NETWORK,  
MEET NEW PEOPLE, AND LEARN  
MORE ABOUT SO MANY TOPICS.  
I NEVER COME WITHOUT  
LEARNING SOMETHING NEW  
TO BENEFIT MY BOARD OR MY  
COMMUNITY.*

- CRYSTAL SMITH, DIRECTOR  
EDGEMONT COMMUNITY SERVICES DISTRICT

**2021 CSDA ANNUAL CONFERENCE  
& EXHIBITOR SHOWCASE**

**AUGUST 30-SEPTEMBER 2 MONTEREY, CA**



# Attachment 3

## BCVWD Policies and Procedures Manual, Part II

### 12. TRAINING, EDUCATION AND CONFERENCES

- A. **Policy.** The Beaumont-Cherry Valley Water District takes its stewardship over the use of limited public resources seriously. Public resources should only be used when there is a substantial benefit to the District.
- i. Educational conferences and professional meetings are considered to provide substantial benefit. Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District. Such benefits include:
    - a. The opportunity to discuss the community's concerns with state and federal officials;
    - b. Participating in regional, state and national organizations whose activities affect the District;
    - c. Attending educational seminars designed to improve officials' skill and information levels;
    - d. Promoting public service and morale by recognizing such service.
  - ii. "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.
- B. **Expenses.** It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.
- i. Staff as assigned by the General Manager is responsible for making arrangements for Directors for conference and registration expenses.
  - ii. Reimbursement shall include expenses for meals, lodging, authorized incidentals (see Section 14H) and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the assigned staff member within 30 days of the incurred expense on a District-supplied Expense Form, together with original, valid receipts in accordance with State law.
  - iii. Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.
  - iv. Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth, if any, by the event sponsor and by:
    - a. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates or using other less expensive nearby lodging.
    - b. Directors traveling together whenever feasible and economically beneficial.
    - c. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.
- C. **Notice.** A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after the Director has announced his/her pending resignation, or if it occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.
- D. **Reimbursement.** Upon returning from seminars, workshops, conferences, etc., where expenses

are paid and/or reimbursed by the District, Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

### 13. REMUNERATION / DIRECTOR PER DIEM FEES

- a. **Remuneration.** Members of the Board of Directors shall be eligible to receive a “per diem” for each day of service rendered as an officer of the Board. The “per diem” amount shall be established by the Board and be consistent with applicable state law.
- b. **Limit.** Per diem compensation is limited to no more than 10 days per month.
- c. **Attendance.** For purposes of this section, attendance includes:
  - i. Physical presence at the majority of a meeting, event, conference or occurrence listed in subdivision D (below), unless presence for a lesser period is authorized by the Board President, or, for a committee meeting, by the committee chair;
  - ii. Participation by teleconference at the majority of a meeting pursuant to California Government Code 54953;
  - iii. Participation in an approved home study or online Ethics course to meet the requirements of Government Code Sections 53234-53235.5 when participation has been authorized by the Board President.
- d. **Eligibility.** Matters of District Business eligible for per diem shall include, but not be limited to:
  1. General Board Member Preapproved Activities/Events. The following activities/events are preapproved for all Board members:
    - a. Board and Committee Meetings  
All regular and special board meetings and committee meetings for appointed members
    - b. Conferences
      - (1) ACWA and ACWA-JPIA conferences, trainings and webinars and ACWA Region 9 meetings
      - (2) CSDA Conferences, trainings and webinars
    - c. Other Agencies
      - (1) San Geronio Pass Water Agency Board or Committee meetings.
      - (2) Beaumont Basin Watermaster
      - (3) City of Beaumont: Any official city meeting.
      - (4) City of Banning: Any official city meeting
      - (5) LAFCO meetings in which District business is discussed or affected as part of the agenda
    - d. Training Seminars
      - (1) State mandated ethics training
        - a. The entire two-hour course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.
      - (2) State mandated sexual harassment training
        - a. The entire course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.
      - (3) Brown Act training
  2. Specific Board Member Authorization  
The following activities/events are preapproved for Board members designated to represent the District by the Board President.
    - a. ACWA Committees
      - b. Meetings of a legislative body of another government agency, or an official event sponsored by another government agency, when attendance has been authorized by the

- c. President, Meetings with members of the legislative executive or judicial branch of the state or federal government when attendance is directed by the President,
  - d. Meetings with the General Manager, District Counsel, or Board President on matters of District business
  - e. Other meetings or events for Board members appointed by the President to attend such meeting or event on behalf of the District
- 3. Other Activities/Events, Authorization  
 Board members may seek authorization to attend other functions that constitute the performance of official duties, including, but not limited to, tours of Beaumont-Cherry Valley Water District facilities, tours of other agency facilities, dedication ceremonies, open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary celebrations, ribbon-cutting ceremonies, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 10, and association dinners and lunches. Board members desiring to attend events of this nature should obtain approval from the Board in order to receive a per diem and expense reimbursement.
- e. Non-authorized Activities/Events  
 The following activities/events are not eligible for per diem or expense claims:
  - a. Retirement receptions for Beaumont-Cherry Valley Water District employees/Board members
  - b. Beaumont-Cherry Valley Water District picnics or other social functions
- f. **Travel.** Per diem shall include travel days to and from business meetings as appropriate. Board members shall not count travel to meetings within the Counties of Riverside or San Bernardino as a reimbursable per diem travel day.
- g. **Requests.** In the event that circumstances prevent the per diem request from being considered in the manner described herein, a Director may submit a request to the Board for a per diem for having attended a meeting or conference with the understanding that the Board may or may not approve the request.
- h. **Reports.** A Director who requests compensation ("per diem") for attendance at a meeting other than a regular, special, or committee meeting of the Board shall provide a brief report of the meeting to the Board at a regular meeting of the Board of Directors following the meeting that was attended. If multiple Board members attended, a joint report may be made.

#### 14. PAYMENT OF EXPENSES INCURRED ON DISTRICT BUSINESS

- a. **General.** Directors may be allowed actual and necessary travel, meals, lodging and other actual and necessary incidental expenses incurred in the performance of official business of the District as approved by the Board. Such business may include: a meeting at which the interest of the District is the major purpose of the meeting, or attending a conference of an organization as authorized in this Manual, or by Board action, or otherwise representing the District at an approved civic or community function. The expenses incurred by reason of attendance at such meeting, conference, or other function may be reimbursed by the District in accordance with the rules set forth in this Section. In the event that circumstances prevent an expense reimbursement request from being considered in the manner described herein, a Director or employee may submit an expense reimbursement request to the Board for having attended a meeting or conference with the understanding that the Board may or may not approve the request.

- b. **Non-reimbursables.** The following expenses are not reimbursable: alcoholic beverages, parking or traffic violation fines, in-room movies, laundry service, and personal telephone calls. Rental car expenses are not reimbursable unless use of a rental car is authorized prior to travel.
- c. **Cost Control.** To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are uncured which exceed these guidelines, the cost borne or reimbursed by the District will be limited to the costs that fall within the guidelines.
- d. **Spousal Expenses.** Under no circumstances shall the District prepay or reimburse expenses for a spouse.
- e. **Transportation.** The most economical mode of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route.
  - i. **Automobile.** If travel is by automobile, a District vehicle shall be used if available. If the General Manager determines that a District vehicle is not available, the rate of reimbursement for mileage shall be the Internal Revenue Service standard mileage for business mileage. Parking, bridge, and road tolls are also reimbursable. If automobile travel is used in lieu of air travel, the transportation expense to be paid by the District will be limited to the total related costs, for duration of travel and ground transportation at the destination, that would have resulted had air travel been used, including, but not limited to, air fare, transportation to and from airports, and airport parking.
  - ii. **Rental car.** Charges for rental vehicles and applicable insurance may be reimbursed when a District elected official or employee attending a conference, business meeting, or other engagement on District business due to a District vehicle not made available, or the use of District vehicle would not be justifiable. If more than one District elected official is attending, the rental vehicle shall be shared if reasonable. Rental vehicle shall only be of adequate size, and proportional to accommodate the immediate need of passengers. Only receipted fuel expenses for rental cars will be reimbursed.
  - iii. **Taxis, Shuttles, or Ride Share.** Taxi, shuttle or ride share (Uber or Lyft) fares may be reimbursed when such transportation is required for time efficiency.
  - iv. **Airfare.** Airfares booked should be the most economical and reasonable available for purposes of reimbursement under this policy. At the discretion of the General Manager, higher cost (e.g. fully refundable) airfare may be used if staff analysis shows such flexibility in scheduling is warranted and costs can be justified.
- f. **Lodging.** When traveling on District business and an overnight stay is reasonably required, District personnel shall engage a room at a good commercial hotel or motel. Government rates should be obtained when available. No suites, oversized rooms, or upgraded rooms will be permitted. If accompanied on the trip by another person who is not District personnel, and the room is shared, the District shall be charged only for that portion of the room charge, which would have been made for single occupancy. A receipted bill stating occupants and length of stay shall be submitted with the claim for expense reimbursement. If a room is occupied by more than one person, the rate for single occupancy shall be noted on the receipted statement.
- g. **Meals.** Reimbursable meal expenses will not exceed the U.S. Department of General Services per diem rates. Meals included with conferences, seminars and / or business meetings are not reimbursable.

- h. **Incidental Expenses.** Expense allowance while attending authorized functions shall include, in addition to transportation, lodging, and meals: business telephone expense, stenographic expense, auto parking, internet access, baggage fees, and other disbursements on behalf of the District. No reimbursement shall be made of expenditures for personal services or needs. If an automobile is used for transportation when air transportation would be required, expenditures for meals and incidental expenses chargeable to the District shall be those which would have resulted had air transportation been used.
- i. **Lodging payment.** Lodging expenses for employees or Board members may be reserved and paid in one of the following manners:
  - i. By individual director's District-issued credit card or employee's District-issued credit card
  - ii. In advance by Finance Department staff using a District credit card
  - iii. Via submission of a check request for pre-payment to the hotel
  - iv. Charges made to an employee's or Director's personal credit card. Such charges shall be reimbursed upon submission of an approved expense report form (See Section 12D) which shall include itemized original receipts and a copy of the applicable credit card statement.
- j. **Travel Advance.** A travel advance, equal to the estimated expenditures chargeable to the District, may be made upon a written detailed estimate of the amount needed, submitted to and approved by the General Manager and by the Board of Directors.
- k. **Use of District Credit Cards.** The District shall make credit cards available to Board members and employees as deemed necessary for payment for District-related expenses. Board member credit cards shall be retained by the District until such time as they are needed. All Board member credit cards shall be used primarily for travel expenses. Board member credit cards will have a cap of \$2,500. The following rules shall apply to the use of District credit cards:
  - i. District credit cards will be used only for actual and necessary expenses incurred in performance of work-related duties and District business.
  - ii. A District credit card shall not be used for personal expenses. Any personal charges appearing on a District credit card must be immediately reimbursed to the District. The charge of personal expenses by a District employee (staff) to a District credit card may result in revocation of card privileges and disciplinary action up to and including termination.
  - iii. District credit cards will be used only by duly authorized Board members and District employees.
  - iv. Purchases and expenditures will be charged and reconciled to the proper account on each monthly statement.
  - v. Itemized, original receipts must be presented to the District business office for each expenditure made by credit card. Each expenditure must document the purpose of said expenditure, the person(s) involved and the business conducted.

- vi. If a Board member or District employee loses a District-issued credit card, or has a District-issued credit card stolen, the employee or Board member must immediately report the loss or theft to the card-issuing bank and to the Finance Department.

- i. **Report of Expenses for Reimbursement.** District Directors and personnel shall submit a District-provided form, "Record of Expenses / Claim for Reimbursement (Conferences, Meetings, Travels)" which must include all expenses incurred while acting in the interest of the District, to which will be attached the associated vouchers and/ or original, itemized receipts. The form shall be submitted within fifteen (15) days of the conclusion of the transaction. Each expenditure item shall include a detailed description of the function and the nature of the District business conducted. The statement shall also indicate the travel advance, if any, credits for expenses apportioned to personal needs, services, or expenses incurred to the District. Balances owing the District shall be paid on submission of the expenses statement. Amounts due to District personnel shall be paid after the expense statement is reviewed and approved by the General Manager.

## 15. EXPENDITURE REIMBURSEMENT

- a. **Purpose.** The purpose of this policy is to prescribe the manner in which District employees and directors may be reimbursed for expenditures related to District business.
- b. **Scope.** This policy applies to all employees and members of the Board of Directors and is intended to result in no personal gain or loss to an employee or director.
- c. **Implementation.** Whenever District employees or directors desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to District business, they shall submit their requests on a reimbursement form approved by the General Manager and the Board of Directors respectively. Included on the reimbursement form will be an explanation of the District-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.
  - i. The Treasurer and/or the General Manager will review and approve reimbursement requests. Reimbursement requests by the Treasurer and General Manager will be reviewed and approved by the Finance and Audit Committee and/or the Board of Directors.
  - ii. All expenses must be reasonable and necessary, and employees and directors are encouraged to exercise prudence in all expenditures.
  - iii. The most economical mode and class of transportation reasonably consistent with scheduling requirements will be used. In the event a more expensive class of transportation is used, the reimbursable amount will be limited to the cost of the most economical class of transportation available. Reimbursement for use of personal vehicles will be at the applicable IRS-approved rate.
  - iv. Expenditures for food and lodging will be moderate and reasonable.





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 4

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Resolution 2021-\_\_ Amending the District Residences and Facility  
Emergency Policy**

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**Staff Recommendation**

Consider the recommendations of the Personnel Committee and Adopt Resolution 2021-\_\_ Amending the District Residences and Facility Emergency Policy.

**Background**

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

Over time, BCVWD employees have been installed at these four residences to provide security, maintenance, and respond to any emergency need that arises. The District's intent upon installing District employees at these residences "is in furtherance of providing ongoing security for the District's wells and transmission facilities." <sup>1</sup>

At its meeting of June 1, 2020, the Personnel Committee reviewed the District Residences and Facility Emergency Policy (hereinafter, the "Policy") and samples of the Housing Agreement and directed staff to prepare revisions that assure transparency and represent the interests of both the employees residing in the District-owned residences (employee-occupants, or EOs) and those not in residences. Legal Counsel has reviewed and provided input which has been incorporated into the Policy and Employment and Occupancy Agreement (EOA). The Personnel Committee continued its review and revision of the policy and related items and made a final recommendation for the Board at its meeting of June 21, 2021.

The District Residences and Facility Emergency Policy having been last revised in 2009<sup>2</sup> in response to a Grand Jury investigation in 2008, the Personnel Committee identified several areas of needed revision:

- The Policy and the Employment and Occupancy Agreement should be complementary and coordinated

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<sup>1</sup> From the BCVWD response to the Grand Jury dated 9/17/2008

<sup>2</sup> It should be noted that staff has been unable to locate an executed copy of a Resolution or Policy document, and it is unclear from the related minutes of the March 11, 2009 Board meeting whether the policy was actually adopted. Staff has proceeded with revision based on the assumption that the 2009 document was the intent of the Board at that time. The 2009 document comports with the findings and response to the Grand Jury investigation.



- Provide for the potential to rent to a private tenant other than a District employee
- Delineate the responsibilities of the employee residing in the District-owned residence

The 2009 Policy provides for a \$200 per month maintenance fee to be paid by the employee-occupant (EO) which accrues to pay for major maintenance of the residence.

### **Summary**

A full analysis of the District residences situation revealed several components ripe for revision and/or creation of new procedures to address the issues identified by the Personnel Committee. Staff presents the following for Board consideration:

1. District Residences and Facility Emergency Policy revision in entirety
2. Employment and Occupancy Agreement template
3. Scope of Work and Accountability Program
4. Monthly Maintenance Fees calculation

### **District Residences and Facility Emergency Policy**

Using sample documents from similar situations at other Districts, information gleaned from interviews of the employees currently residing in the District-owned residences, and considering items identified by the Personnel Committee, staff prepared a substantial revision of the Policy. Importantly, the Policy has been designed to assure that the residency does not constitute a taxable fringe benefit to the employee and is instead a working condition fringe benefit, and does not create a legal tenancy.<sup>3</sup> At the same time, typical legal tenant protections have been included to assure the safety and peace of mind of the EO.

Typical minor maintenance functions are included in the policy, but more detailed and significant responsibilities are outlined in the Scope of Work, which will be attached as Exhibit A to the EOA.

The Personnel Committee thoroughly reviewed and massaged the Policy document over the past 12 months. Specific items of attention and revision included:

- Non-employee occupancy. The Personnel Committee added language to allow for lease of District residences to private tenants
- Monthly Maintenance Fee. The Personnel Committee considered a number of options for calculating a fair and equitable monthly maintenance fee and settled on the process outlined in Attachment 5. Staff recommended an annual escalator to assure the fee remains current in value; the Committee recommends an escalator equal to the District's cost-of-living adjustment factor or 3 percent maximum in any particular year.
- Security deposit based on three (3) times the monthly maintenance fee

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<sup>3</sup> This comports with the direction of the Grand Jury for the Board to follow the IRS Publication 15B: <https://www.irs.gov/pub/irs-prior/p15b--2021.pdf>



- Responsibilities of the District related to maintenance items
- Utilities. A change was made in provision of water service to the residence. The Personnel Committee determined that the employee-occupant of a District residence should carry some responsibility for the water utility in order to maintain equity with District customers and assure there is no excessive use. Under the new policy, the District no longer provides water service at no charge. The Committee reached consensus on a monthly charge of \$26 which covers standard indoor water use of 8 units, inclusive of pass-throughs and meter fees. This amount will change with any adjustment in District adopted water rates.
- Rules:
  - Allowable occupants and maximum occupancy
  - Pets
  - Vehicles
- Insurance. The Personnel Committee recommends that EOs carry liability insurance.
- Vacating the property. EO shall vacate the residence upon 45 days written notice, or 30 days following termination of employment.

The Personnel Committee recommended that the Policy become effective 90 days from adoption. Staff requests Board review and consideration of the Policy and adoption of Resolution 2021-\_\_.

#### Employment and Occupancy Agreement

This this document reflects policy items and delineates the legal terms for occupation of the District-owned residences. It is a standalone document and is not a part of the Policy adoption, allowing the District flexibility in terms (while remaining within the policy) and to respond to potential legal environment changes. Per the recommendation of the Personnel Committee, each EOA will come before the Board for review prior to execution.

The EOA with the inclusion of the Scope of Work is intended as a type of employment contract. Although the EOA is designed not to create a legal tenancy, the District desires to assure fair treatment of all occupants of District residences and looks to typical landlord-tenant norms to inform the document. This agreement is intended as an administrative, personnel-related document.

At its meeting of June 21, 2021, the Personnel Committee opined that a one-year term would be burdensome for the EO and labor intensive for staff. The term of the Agreement was changed to two (2) years and can be altered as the Board deems fit. Staff requests Board review and consensus on the basic content of the EOA.

#### Scope of Work and Accountability Program

This document will be customized for each District residence and attached to each EOA.

The Personnel Committee requested a delineated Scope of Work (SOW) and defined maintenance program that could be quantified to assure the District's needs and goals for installing EOs at the residences are being met.



The example Scope of Work has been prepared based on current conditions and work being performed. A version that is customized to each residence and the knowledge, skills, and abilities of the individual EO will be attached to the EOA. The Accountability Program and point based system will allow equitable evaluation of work situations at the residences and serve as a mechanism to track performance.

The Personnel Committee also identified that this review program would be burdensome for the EO and labor intensive for staff if based on a one-year term. Staff has changed the basis to a two-year term.

Staff requests Board review and consensus on the premise and format of the Scope of Work and Accountability Program.

### Monthly Maintenance Fees

The District does not charge “rent” on the residences. EOs are installed at these residences to provide security, maintenance, and any emergency need that arises. The District’s intent upon installing District employees at these residences is in furtherance of providing ongoing security, emergency operations, and maintenance for the District’s wells and transmission facilities.

The Personnel Committee set a goal of assuring that the monthly maintenance fees charged are fair and equitable, comport with legal considerations, and account for the work provided by the EOs. After significant analysis, detailed discussion and careful consideration, the Personnel Committee made findings that a calculation of monthly maintenance fees based on the real estate rule of thumb for determining annual residential maintenance costs would be appropriate and show a proper nexus to the intent of the fee. See Attachment 5.

The Personnel Committee also recommends that monies collected as monthly maintenance fees accrue as restricted funds.

### District Residences Renovation Plan

A commitment by the Board to refresh and renovate the District-owned properties to assure standards of livability and provide appropriate housing was discussed by the Personnel Committee. The Personnel Committee acknowledged that the maintenance of the District-owned residences had been lacking, and they voiced concern.

Staff proposes a Renovation Plan consistent with the expressed concern and commitment of the Personnel Committee to assure standards of livability for the employee-occupants of the District-owned residences. The goal is to thoroughly renovate the residences to bring to 2021 standards, assure compliance with current building codes, address any and all issues, ensure functionality, and provide quality housing.

Renovations may include roof replacement, electrical system upgrades, kitchen remodel, and other major and minor repairs and updates.



Upon consensus of the Personnel Committee, staff developed an informal request for proposal document to obtain professional services to inspect, evaluate, and prioritize work needed at the residences. This was sent out to 21 contractors and home inspectors between June 25 and June 30, and no interested responses have yet been received. This cost is not expected to exceed \$4,000.

Once the report is received, staff will analyze the findings and recommendations and prioritize the rehab work. A detailed plan, timeline and budget will be presented to the Board for approval.

### **Conclusion: Board action today**

Staff requests the Board's careful consideration and thoughtful deliberation, and action on the following items:

1. VOTE: Adoption of Resolution 2021-\_\_ Amending the District Residences and Facility Emergency Policy.
2. CONSENSUS: Approve in general the Employment and Occupancy Agreement template. Per the recommendation of the Personnel Committee, each EOA will come before the Board for approval, unless the Board directs otherwise
3. CONSENSUS: Approve in concept the Maintenance Program and Scope of Work
4. CONSENSUS: Approve in concept the formula for calculation and the implementation process for the Monthly Maintenance Fee

### **Fiscal Impact**

The fiscal impact to the District should be net zero overtime as the collected fees are calculated to cover all ongoing housing maintenance activities.

The fund balance for the maintenance of the District residences is \$73,457.50 as of April 1, 2021. This is the amount collected and accrued in monthly maintenance fees collected from 2009 to 2021 less previous expenditures. The renovation costs will be proposed in the FY 2022, FY 2023, and FY 2024 budgets and beyond, as the timeline for renovation of the houses progresses.

### **Attachments**

1. Resolution 2021-\_\_ Amending the District Residences and Facility Emergency Policy
2. Proposed District Residences and Facility Emergency Policy
3. Current District Residences and Facility Emergency Policy (2009)
4. Sample Employment and Occupancy Agreement
5. Draft Scope of Work and Accountability Program
6. Calculation of Monthly Maintenance Fee

Staff Report prepared by Lynda Kerney, Administrative Assistant

RESOLUTION 2021-\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ADOPTING POLICY 5095: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY AND AMENDING THE DISTRICT'S POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, on March 18, 2009 the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2009-05, establishing a Policy and Procedures Manual applicable to Board of Directors and District staff; and

**WHEREAS**, in response to recommendations from the Riverside County Grand Jury, the Board of Directors adopted a District Residences and Facility Emergency Policy on March 11, 2009; and

**WHEREAS**, the Board of Directors desires to implement a new numbering system to the District Policies and Procedures Manual for organization and clarity; and

**WHEREAS**, upon significant review and discussion, the Personnel Committee of the Board of Directors recommended revision of the District Residences and Facility Emergency Policy; and the Board of Directors, after careful consideration and deliberation, recommended the proposed revision; and

**WHEREAS**, the Board of Directors has carefully reviewed and considered the policy revision attached hereto as Exhibit A, finds the policy relevant and acceptable, and deems it to be in the best interests of the District that the following actions be taken,

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

- The BCVWD Policies and Procedures Manual is hereby revised to include Policy 5095 attached hereto as Exhibit A
- Policy 5095 will become effective on \_\_\_\_\_, 90 days after adoption of this Resolution.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

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

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

**POLICY TITLE: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY**

**POLICY NUMBER: 5095**

5095.1 **Purpose.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.

5095.2 **Properties.** District-owned residence properties include four (4) separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs, and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

5095.3 **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.

5095.4 Local Emergencies include:

1. Acts of vandalism
2. Security breaches
3. Power failures
4. Operational failures
5. Floods
6. Fires
7. Earthquakes
8. Monitor damage caused by wildlife
9. Other natural or human-caused emergencies

5095.5 **Regional Emergencies.** It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.

5095.6 **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

5095.7 **Non-Employee Occupancy.**

1. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.

2. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.

3. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

Adopted by Resolution 20-XX, Date

5095.8 **Occupancy of District-Owned Residences.** Occupancy of District-owned residences is provided for the convenience of BCVWD.

1. The Employee-Occupant is required to accept this lodging as a condition of employment.
2. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
3. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise
4. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
5. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. **The monthly maintenance fee will contain an annual escalator equal to the District annual cost-of-living adjustment up to a 3 percent maximum to be triggered at the 12-month anniversary date of the Employment and Occupancy Agreement.**
6. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on three (3) times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out, unless deductions are necessary for:
  - a. Default on payment of the monthly maintenance fee
  - b. Default on reimbursement for electric or propane service
  - c. Damage in excess of normal wear and tear
  - d. Cleaning due to excessive filth / trash / debris

5095.8 **Responsibilities.**

1. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
2. The primary responsibilities of the Employee-Occupant residing in a District-owned residence include but are not limited to:
  - a. Safeguarding property and facilities from trespassers and potential vandalism
  - b. Monitoring property and facilities daily
  - c. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
3. Management will provide procedures for the Employee-Occupant to follow for situations that may occur, to be included in the Scope of Work document
4. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

5095.9 **Occupancy.**

1. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of BCVWD property.
2. During Employee's employment, Employee-Occupant's immediate family (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
3. Maximum occupancy of District-owned residences is two (2) persons per bedroom.

Adopted by Resolution 20-XX, Date



4. Employee may have up to two (2) pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e., horses).
5. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.
6. Copies of proper vaccination **records** must be submitted to the District for all animals prior to locating them on the premises.
7. Employee-Occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.
8. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.
  - a. Passenger vehicles and trucks may be parked on the property.
  - b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or licensed driver residing on the property. Valid registration tags must be displayed.
  - c. No commercial vehicles other than the Employee-Occupant's assigned District vehicle, or other by permission of the General Manager only
  - d. Recreational Vehicles (RVs). One RV of any size may be parked on the property.
    - i. The RV may be occupied by no more than two (2) persons on a temporary basis (not to exceed 14 days in a 30-day period).
    - ii. The RV must **adhere to be in compliance** with all applicable County ordinances.
    - iii. The RV must be in operable condition, currently registered in the State of California with current valid registration tags displayed.
  - e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.
  - f. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

#### 5095.10 Utilities.

1. Provided by BCVWD free of charge to the residence:
  - a. Septic tank service and routine related maintenance (normal wear and tear)
    - i. Employee-Occupant must acknowledge that the residence is on a septic system and agree to properly use and care for the system including drains and laterals.
    - ii. Employee-Occupant must acknowledge receipt of the guide "Do's and Don'ts of the Septic System" and understanding of the information
    - iii. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant
  - b. Pest Control.
    - i. Pest control shall be provided upon request as needed for interior of residence and garage.
    - ii. Pest control shall be provided upon recommendation by annual inspection as needed.
2. To be reimbursed by the Employee-Occupant to the District **upon receipt of bill**. Employee shall be responsible for payment within 15 days **of presentation of invoice or bill by the District**:
  - a. Propane gas
  - b. Electricity

Adopted by Resolution 20-XX, Date

3. To be established and provided by Employee-Occupant at their discretion:
  - a. Telephone service
  - b. Internet service
  - c. Television (cable or satellite)

4. Trash removal. There is no trash pick-up service for the residence. Employee-Occupant will be responsible for daily removal of trash to an appropriate waste management site. Residence trash may be disposed of in dumpsters at District facilities.

5. **Water. A charge equivalent to the cost of eight (8) units of water representing indoor household use, inclusive of any pass-through charges (imported water, electrical, etc.) and meter fees as adopted by the Board as current rates will be included in the calculation of the monthly maintenance fee.**

5095.11 Maintenance: BCVWD responsibility:

1. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.

2. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:

- i. All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors, and associated hardware.
- ii. All appliances purchased and installed by BCVWD.
- iii. All fencing, gates, locks, and associated hardware.
- iv. Exterior maintenance: roof repair, wood trim, and siding.
- v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
- vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
- vii. All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
- viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

5095.12 **Insurance.** BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.

1. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee.

2. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee-Occupant as additional insured.

Adopted by Resolution 20-XX, Date

5095.13 **Termination of Employment and Occupancy**

1. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.
2. Upon termination of employment, the right is also terminated.
3. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.
4. Vacation of premises will occur on the earlier of:
  - a. Forty-five (45) days following written notice from BCVWD to vacate the residence; or
  - b. Thirty (30) days following the date upon which Employee's employment with BCVWD is terminated.

DRAFT

# Attachment 3 - Existing Policy

## BEAUMONT CHERRY VALLEY WATER DISTRICT PERSONNEL POLICY MANUAL

### DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

#### Facility Emergency Policy

The Beaumont Cherry Valley Water District currently owns three residences. Said residences are located on District property in close proximity to water system facilities necessary for the provision of water service. These facilities include but are not limited to wells, pipelines, reservoirs and other facilities necessary for delivery of the water. These facilities are located in remote locations in the District-owned watershed area.

The District will offer lodging in order to effectively safeguard the District facilities and respond to emergencies or other potential problems which may arise. Employees living in these residences will be required to be on an on-call schedule to provide the services described below. Such services include but are not limited to:

1. Safeguarding property and facilities from trespassers and potential vandalism
2. Monitor property and facilities on a daily basis
3. Respond immediately to facilities nearest to the residence in the event of a natural disaster or other emergency
4. first to be called upon to assist the Production Department standby employee in the event of telemetry system, distribution and transmission system, and customer service emergencies which require after hours emergency repairs (Refer to Standby Program Policy)

The Assistant General Manager is responsible for preparing the on-call schedule

It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities. These emergencies include acts of vandalism, security breaches, power failures, operational failures, floods, fires, earthquakes and other natural or manmade emergencies. It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster. The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

For items 1 and 2 above, no overtime will be paid for actually performing said services. For items 3 and 4 above, overtime will be paid after two hours of actual emergency work has been performed.

#### District Residences Policy

In addition to the provision of the particular Lease for Employee Housing, the employees who reside in District residences shall also be responsible for and comply with the following:

1. Employees shall pay for electric and propane utilities at their place of lodging. Employees shall be responsible for such payment within 15 days of presentation of such invoice by the District. The District will provide water.

2. Employees shall pay the possessory interest tax as invoiced by the respective County Tax Assessor/Collector
3. Employees shall establish, and pay for their personal telephone service, internet, cable etc.
4. Employees shall pay \$200 per month which will accrue to pay for major maintenance of the residence

Request for repair or maintenance items, or improvements to the residence in excess of \$200 shall be brought to the General Manager for approval

5. Employees are responsible for upkeep of individuals lawns or yards

Management will determine which employees will live in the District residences based on certain criteria. Management will write procedures for the occupant to follow for any situation that might occur. Upon selection and prior to moving into a residence, the employee shall enter into a Lease for Employee Housing as provided by the District.

ADOPTED, SIGNED AND APPROVED THIS 11<sup>TH</sup> Day of March, 2009 by the following vote:

AYES:           Ball, Parks, Dopp, Ross and Woll  
NAYS:           None  
ABSENT:       None  
ABSTAIN:       None

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Dr. Blair Ball, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

Attest:

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Ryan Woll, Secretary to the  
Board of Directors of the  
Beaumont Cherry Valley Water District



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

SAMPLE  
For BOD meeting  
7/14/2021

### EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement (“Agreement”) is made and executed effective:

\_\_\_\_\_, \_\_\_\_\_ by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or “DISTRICT”), and:

\_\_\_\_\_ (“EMPLOYEE”), an individual.

#### PART I - RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein including in the Scope of Work with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD’s facilities located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD (“Residence”) located at:

\_\_\_\_\_

5. The parties hereby acknowledge that EMPLOYEE shall pay \$\_\_\_\_\_ per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence. **This amount will increase by an annual escalator equal to the District’s cost-of-living wage adjustment up to a maximum adjustment of 3 percent on the first of the month following the 12-month anniversary date of this agreement, and annually thereafter.**

**PART II - SCOPE OF WORK**

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence (“Residence”) at:  
\_\_\_\_\_ :

2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.

**3. Services to be Provided**

- a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
- b. Monitor property and facilities daily
- c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
- d. Perform the duties as outlined in Exhibit A, Scope of Work
- e. EMPLOYEE’s regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE’s regular Job Classification Specification (job description).

**4. Site/Facility Security**

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.

**5. Compensation and Job Status**

- A. EMPLOYEE’s employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy.
- B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
- C. EMPLOYEE’s regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

**PART III - TERMS OF OCCUPANCY OF RESIDENCE**

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

**1. Occupancy**

- A. A Residence consisting of a \_\_\_\_\_ bedroom structure and detached garage are located on BCVWD’s property in the area where EMPLOYEE performs work for BCVWD.

- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence “as is.”
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE and Family Members as defined in the District Residences and Facility Emergency Policy, if any, to occupy said Residence during EMPLOYEE’s employment together with an appropriate monthly maintenance fee as well as exchange of the performance of certain associated job duties and activities set forth on Exhibit A – Scope of Work including but not limited to maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests and persons overnighing in any RV parked on the property) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

**2. Rules.**

A. Pets and animals.

- i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.



- ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.
  - 1. Dogs must be properly and currently licensed, vaccinated and in compliance with the ordinances of the County of Riverside or County of San Bernardino.
  - 2. Proof of required vaccinations must be submitted prior to occupancy.
- iii. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
- iv. Pets to be maintained indoors shall be subject to an additional Pet Deposit.
- B. Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, the existing fire pit, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no other open fires will be allowed.
- C. EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.
- D. Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.
- E. EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.
- F. EMPLOYEE shall not allow unlawful use of the DISTRICT Property or Residential Unit.
- G. EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.
- H. EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.
- I. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.
- J.

### 3. Utilities

- A. Provided by BCVWD free of charge to the Residence:
  - i. Septic tank service and routine related maintenance (normal wear and tear)
    - 1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
    - 2. Employee-Occupant acknowledges receipt of the guide “Do’s and Don’ts of the Septic System” and understands the information.
    - 3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant.

- ii. Pest control
  - 1. Pest control shall be provided upon request as needed for interior of Residence and garage.
  - 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- B. To be reimbursed to the District upon receipt of bill:
  - i. Propane gas
    - 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
  - ii. Electricity
    - 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
- C. To be established and provided by EMPLOYEE at their discretion:
  - i. Telephone service
  - ii. Internet service
  - iii. Television (cable or satellite)
- D. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.
- E. **Water Service: A flat rate for water service will be collected with the monthly maintenance fee, based on eight (8) units of water use including any pass-through charges (imported water, electrical, etc.) and meter fees. The flat rate will be adjusted per any change in BCVWD's approved rates.**

#### 4. Maintenance

- A. EMPLOYEE Responsibility
  - a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
  - b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
  - c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
    - i. Minor repairs would include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, and the like
    - ii. Maintenance of furniture, fixtures and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning and the like
  - d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.
  - e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.

- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

**B. BCVWD Responsibility**

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:
  - i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
  - ii. All appliances purchased and installed by BCVWD.
  - iii. All fencing, gates, locks, and associated hardware.
  - iv. All exterior maintenance, roof repair, wood trim and siding.
  - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
  - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
  - vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
  - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.
  - ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
  - x. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

**5. Unauthorized Individuals/Trespassers**

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
  - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate.
  - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.
  - (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

**6. Vehicles**

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

- a. Passenger vehicles and trucks may be parked on the property.
- b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, registered domestic partner, or other licensed driver residing on the property and listed on the Occupant List. Valid registration tags must be displayed.
- c. No commercial vehicles other than the employee’s assigned District vehicle, or other by permission of the General Manager only
- d. RVs
  - One Recreational Vehicle (RV) of any size may be parked on the property.
  - The RV may be occupied by no more than two persons on a temporary basis (not to exceed 14 days in a 30-day period).
  - The RV must adhere to all applicable County ordinances,
  - The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed
- e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles
  - These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street

**7. Smoke and Carbon Monoxide Detectors.**

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

**8. Demand to Vacate Premises**

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

**9. Personal Property**

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or otherwise, all claims against DISTRICT on account of any loss or other casualty to EMPLOYEE'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

**10. Access to Residence**

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

**11. Termination of Employment and Occupancy**

- A. EMPLOYEE acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, EMPLOYEE's right to use and occupy the Residence will also terminate.
- B. In connection with termination by BCVWD of EMPLOYEE's employment, EMPLOYEE agrees to vacate the Residence on the earlier of:
  - 1. Forty-five (45) days following written notice from BCVWD to vacate the Residence; or
  - 2. Thirty (30) days following the date upon which EMPLOYEE's employment with BCVWD is terminated.
- C. If EMPLOYEE remains in the Residence following expiration of the period described above, such occupancy will be deemed a tenancy at sufferance. EMPLOYEE will be liable to BCVWD for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and BCVWD may utilize all legal rights and remedies to cause EMPLOYEE's occupancy of the Residence to be terminated.
- D. Occupancy of the DISTRICT-owned Residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.

**12. Indemnification and Hold Harmless**

- A. BCVWD shall be indemnified against any personal loss, damage, theft or injury suffered by EMPLOYEE during the term of this service contract and occupation of the DISTRICT-owned Residence. EMPLOYEE agrees to indemnify and hold harmless BCVWD for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the DISTRICT’s property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by EMPLOYEE or family or guests of EMPLOYEE.
  
- B. The term BCVWD and Beaumont-Cherry Valley Water District as used in this Agreement shall include employees, board members, agents, and representatives where the context requires or permits. The term “EMPLOYEE” as used in this Agreement shall include guest(s), heirs, successors, assigns, invitees, representatives and other persons on the property during EMPLOYEE’s occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

**13. Assignment of Agreement**

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD’s sole and absolute discretion. Any purported assignment or subletting of BCVWD’s interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

**14. Term of this Agreement**

The term of this Agreement shall be for a period of **two (2) years** from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

**15. Default.**

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

**16. Surrender or Abandonment.**

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

**17. Remedies.**

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

**18. General Provisions**

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

EMPLOYEE

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BCVWD      Beaumont-Cherry Valley Water District  
                  P.O. Box 2037  
                  Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement.
- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.
- k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

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

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

DATED:

\_\_\_\_\_  
DAN JAGGERS, GENERAL MANAGER

EMPLOYEE, \_\_\_\_\_: I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$\_\_\_\_\_

and a Security Deposit of \$\_\_\_\_\_. This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid monthly maintenance fee, any utilities outstanding, damages and situations beyond normal wear and tear, and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions.

DATED:

\_\_\_\_\_  
EMPLOYEE – OCCUPANT

\_\_\_\_\_  
PRINT NAME

Residence: \_\_\_\_\_  
(ADDRESS)



<b>Monies Received</b>			
Security Deposit	Amount	Received By	Date
Advance (monthly) maintenance fee	Amount	Received By	Date

<b>Attachments</b>	Received (Date)	EMPLOYEE Initials
Exhibit A – Scope of Work		
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		
Exhibit D – List of Residents at Property (to be updated annually)		
Exhibit E – Do's and Don'ts of the Septic System		
<b>Documents provided to District</b>	Received (Date)	District acknowledgment
1. Vaccination records of pets to be maintained on the property		
2. Liability Insurance declarations page		
3. Personal Property insurance declarations page		

# Attachment 5

## BCVWD RESIDENCES – EMPLOYEE-OCCUPANT SCOPE OF WORK

*This is intended to be a guideline to the responsibilities of the Employee-Occupant (EO). This is not a comprehensive list. Tasks and time will vary dependent upon the needs at the individual property. Activities will be dependent on the observations of, and response needed by each Employee-Occupant and on varying and changing circumstances. The tasks described below and those to be determined on site as needed are to be performed based on the needs of the District and in order to keep the residence safe, clean, and habitable for the use and enjoyment of the Employee-Occupant. Per the Employee Occupancy Agreement, the EO is expected to keep the residence in good working order, clean and habitable.*

### ACCOUNTABILITY PROGRAM

EO shall complete a Monthly Activity Log form and submit it to the General Manager or their designee on or before the 7<sup>th</sup> day of the following month.

The General Manager or designee will review the report, evaluating based on a point system. If there are questions or concerns, the GM or designee will meet with and counsel the EO on expectations and requirements.

Point System. A ~~one~~two-year (24 months) Employee Occupancy Agreement will be valued at 12 points. To maintain points, the Monthly Activity Log sheet shall show a satisfactory level of activity, the residence will be adequately maintained, and the EO will display a high level of responsibility. Concerns will be discussed with the EO. After a first counseling and upon a second finding of concern, points may be deducted for unsatisfactory performance. Points can be added for service “above and beyond.”

No later than 90 days prior to the termination date of the Employee Occupancy Agreement, an audit of the Activity Logs and condition of the residence will be performed. If the EO’s points balance has fallen below 10, the EO may be notified that the Employee Occupancy Agreement may not be extended. The GM or designee will discuss any concerns, unsatisfactory performance, and may notify the EO that the Employee Occupancy Agreement may not be extended. GM may consider passive activity or other items not taken into consideration such as vacation time, illness or injury, or personal situation that may have affected time or performance.

If the EO score is at >9 points, adjustments to the Scope of Work may be made. If at >8 points, the GM will determine whether the Employee Occupancy Agreement will or will not be renewed for another 24-year term. If the 179-month period has accumulated <16 points, the SOW will be adjusted to reduce responsibilities, considering on any unusual circumstances (i.e., wildfire response).

No later than 60 days prior to the termination date of the Employee Occupancy Agreement, the GM or designee will either offer the EO a ~~one~~two-year renewal of the Employee Occupancy Agreement or advise of the termination of the Agreement on the term end date.

ROUTINE HOUSEHOLD MAINTENANCE		
Monthly	<ul style="list-style-type: none"><li>Weed control / yard work</li><li>Trash / litter removal (outdoor)</li></ul>	Routine monthly maintenance activities performed by EO. Significant issues and/or necessary

	<ul style="list-style-type: none"> <li>• Check / change / clean HVAC filters</li> <li>• Clean faucet aerators and showerheads</li> <li>• Inspect tub and sink drains</li> <li>• Test smoke / carbon monoxide detectors</li> <li>• Check fire extinguishers</li> <li>• Look for signs of termites</li> <li>• Inspect grout caulking</li> <li>• Check / clean kitchen vent hood</li> <li>• Check sinks / toilets for leaks</li> <li>• Test and optimize irrigation system</li> <li>• Inspect exterior and resolve issues: foundation, vents, gutters, drainpipes etc.</li> </ul>	repair activity shall be reported to the GM or designee.
Yearly	<ul style="list-style-type: none"> <li>• Clean dryer exhaust</li> <li>• Power wash exterior</li> <li>• Power wash windows / screens</li> <li>• Lubricate garage door springs</li> <li>• Drain water heater</li> <li>• Touch up exterior paint</li> <li>• Clean gutters</li> <li>• Lubricate door hinges</li> <li>• Vacuum bathroom exhaust van gills</li> <li>• Inspect chimney for damage</li> <li>• Fertilize lawn</li> <li>• Change batteries/test smoke, carbon monoxide detectors</li> </ul>	Routine annual maintenance activities performed by EO. Significant issues and/or necessary repair activity shall be reported to the GM or designee.
Every 2 to 5 years	<ul style="list-style-type: none"> <li>• Seal grout</li> <li>• Inspect roof</li> <li>• Replace smoke/carbon monoxide detectors</li> </ul>	Routine maintenance activities performed by EO. Significant issues and/or necessary repair activity shall be reported to the GM or designee.
Every 5 to 10 years	<ul style="list-style-type: none"> <li>• Paint interior/exterior</li> <li>• Re-caulk windows and doors</li> </ul>	
Beyond 15 years	<ul style="list-style-type: none"> <li>• Replace kitchen sink / plumbing and drainage</li> <li>• Replace bathroom sink / plumbing and drainage</li> </ul>	Replacement as needed and as approved by the GM or designee.

	<ul style="list-style-type: none"> <li>• Replace water heater</li> </ul>	
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SECURITY FUNCTIONS		
Daily observations	<ul style="list-style-type: none"> <li>• Trespassers</li> <li>• Hunters</li> <li>• Illegal activity and/or theft</li> <li>• Locked gates</li> <li>• Signage</li> <li>• Security lighting</li> <li>• Dangerous Wildlife</li> <li>• Abandoned vehicle/packages</li> </ul>	Daily observations shall be made by <b>EQOE</b> to assure District facilities are safe and free from illegal activities. Significant or ongoing issues shall be reported to the GM or designee.
Weekly observations	<ul style="list-style-type: none"> <li>• Illegal dumping</li> <li>• Graffiti</li> <li>• Illegal activity and/or theft</li> <li>• Horse/bike/foot traffic</li> <li>• Tampering of gates/lock</li> <li>• Vandalism</li> </ul>	Weekly observations shall be made by <b>EQOE</b> to assure District facilities are safe and free from illegal activities. Minor illegal dump removal and graffiti removal shall be performed by <b>EQOE</b> . Significant or ongoing issues shall be reported to the GM or designee.
Latent Security activity	<ul style="list-style-type: none"> <li>• After hours presence</li> <li>• Canyon ingress and egress</li> <li>• Hiking/exercise activities</li> <li>• Yard work</li> <li>• Fire Fuel Mitigation</li> <li>• Canyon road repair</li> <li>• Outdoor activity</li> </ul>	The presence of <b>EQOE</b> on District owned properties shall act as a deterrent for illegal activities and Latent Security.
Active Security activity	<ul style="list-style-type: none"> <li>• Trespassers/hunters</li> <li>• Vehicle parking/abandoned</li> <li>• Secure facilities</li> <li>• Law enforcement response</li> <li>• Emergency personnel response</li> </ul>	<b>EQOE</b> shall respond to trespassers/hunters on District owned properties maintaining personal safety as a priority. Law enforcement shall be contacted as needed by the <b>EQOE</b> for additional support.

OPERATIONS FUNCTIONS		
Daily	<ul style="list-style-type: none"> <li>• Assess illegal activity</li> <li>• Road conditions</li> <li>• Bridge/creek crossings</li> <li>• Facility conditions</li> <li>• Identify pipeline leaks</li> </ul>	<b>EQOE</b> shall actively assess conditions and take appropriate action to protect District owned facilities and property while

	<ul style="list-style-type: none"> <li>• Lighting</li> </ul>	maintaining acceptable aesthetics consistent with this agreement.
Weekly	<ul style="list-style-type: none"> <li>• Yard work</li> <li>• Illegal dump/trash removal</li> <li>• Graffiti removal</li> <li>• Pipeline inspection</li> <li>• Canyon road inspection</li> <li>• Facility inspection</li> <li>• Fire fuel mitigation</li> <li>• Falling trees/limbs</li> <li>• Drainage inspection</li> <li>• Clear access to key valves</li> <li>• Inspect backup power supplies</li> <li>• Clear landslides/rocks</li> </ul>	<u>EQOE</u> shall actively assess conditions and take appropriate action to protect District owned facilities and property while maintaining acceptable aesthetics consistent with this agreement.
The Employee-Occupant is expected to respond to District needs and emergencies on a 24 hour-7 day per week basis.		

DRAFT



## BEAUMONT-CHERRY VALLEY WATER DISTRICT

### ATTACHMENT 6

**DATE:** July 14, 2021  
**SUBJECT:** Monthly Maintenance Fee Calculation

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The Personnel Committee set a goal of assuring that the monthly maintenance fees charged are fair and equitable, comport with legal considerations, and account for the work provided by the employee-occupants.

After significant discussion and lengthy deliberation, the Personnel Committee recommends that the amount of the monthly maintenance fee be based on a common real estate rule of thumb for budgeting of annual residential maintenance costs.<sup>1</sup> This basis meets the original intent of the fee: to be collected from the employee-occupant (EO) to cover the maintenance costs of the structure. It also comports with the findings of the 2008 Riverside County Grand Jury Report and the District's subsequent response.

The Personnel Committee also recommends that monies collected as monthly maintenance fees accrue as restricted funds.

#### Formula for Determination of the Monthly Maintenance Fee

The Percent System: *A homeowner should budget between 1 to 4 percent of the home's value annually for maintenance costs.* For example, a home valued at \$200,000 should be budgeted for annual maintenance costs between \$2,000 and \$8,000.

After much discussion, a 2.5 percent recovery basis of the residence value is recommended as shown on Table A hereafter. This midpoint calculation takes into consideration the proposed plan to renovate the District-owned residences, which will result in lessened short-term maintenance needs, along with typical ongoing estimated maintenance needs.

Staff compiled information on average build price per square foot and assigned a current estimated house value (without land value added) to each District-owned residence<sup>2</sup>. Staff has calculated the estimates using the above-described common real estate method. Table A shows the Monthly Maintenance Fee based on current property value:

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<sup>1</sup> <https://www.millionacres.com/real-estate-investing/articles/how-much-money-budget-home-maintenance/#:~:text=Generally%20speaking%2C%20you%20should%20expect,to%20spend%20on%20annual%20upkeep>

<sup>2</sup> Professional formal appraisals can be obtained if desired by the Board.



TABLE A – Calculation of Monthly Maintenance Fee

<b>Cost Recovery Item - 2.5 Percent System</b>			
	Home Value	% of Maintenance	Monthly
	(\$175/SF)	Cost per \$1000 +10%*	Maintenance Fee
Residence A	\$255,500.00	\$7,026.25	<b>\$585.52</b>
Residence B	\$227,500.00	\$6,256.25	<b>\$521.35</b>
Residence C	\$210,000.00	\$5,775.00	<b>\$481.25</b>
Residence D	\$362,250.00	\$9,961.88	<b>\$830.16</b>

\*10 percent added for staff maintenance program activities and oversight

Annual Escalator. The Personnel Committee recommends adding a clause to the District Residences and Facility Emergency Policy to provide for an annual escalator to assure the monthly maintenance fee does not fall behind the cost-of-living index (inflation rate). Staff originally recommended a 2.51 percent annual escalator to the monthly maintenance fee, based on the 20-year average Consumer Price Index – All Urban Consumers: Los Angeles – Long Beach – Anaheim 2000-2019 (December). Since the time of that recommendation, the most recent CPI has revealed a greater increase in prices, however this is being attributed to conditions during the pandemic. As of May 31, 2021, the CPI is 2.87.<sup>3</sup>

The recommended escalator is the District’s annual cost of living wage increase or a maximum of 3 percent, whichever is less, and that has been incorporated into the Policy document for Board approval. Although this situation is not a tenancy, the District desires to assure fair treatment of all EOs and looks to typical landlord-tenant norms to inform the policy. The escalator is comfortably below the 5 percent maximum allowable rent increases as established by the Tenant Protection Act of 2019.

To ensure continued accuracy, it is the intention of staff to review the monthly maintenance fee on the following basis:

- Review annual CPI to assure the fee is not falling behind or climbing ahead
- Review estimated home values every ten years to recalculate the 2.5 percent cost recovery basis

Any recommended changes would be brought to the Board for approval.

Adequacy of the Calculated Monthly Maintenance Fee

The first full 12-month period after implementation the annual maintenance fee collection for the four residences will total \$31,041.38. After five years, the fund balance of the Monthly Maintenance Fee will be audited to determine whether it is meeting the funding needs.

<sup>3</sup> [https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex\\_summary\\_western.pdf](https://www.bls.gov/regions/west/cpi-summary/consumerpriceindex_summary_western.pdf)



With a 3.0 percent maximum annual escalator, funding will continue to increase slightly each year. Table B shows the total maximum annual fees to be collected, including a 3.0 percent<sup>4</sup> escalator.

TABLE B – Example of 3.0 Percent Escalator on Annual Collection

Annual Fees Collected	Maintenance 2022	+ 3 percent 2023	+ 3 percent 2024	+ 3 percent 2025
Residence A	\$ 7,026.25	\$ 7,202.61	\$ 7,383.39	\$ 7,568.72
Residence B	\$ 6,256.25	\$ 6,413.28	\$ 6,574.26	\$ 6,739.27
Residence C	\$ 5,775.00	\$ 5,919.95	\$ 6,068.54	\$ 6,220.86
Residence D	\$ 9,961.88	\$ 10,211.92	\$ 10,468.24	\$ 10,730.99
<b>TOTAL</b>	<b>\$ 31,041.38</b>	<b>\$ 31,820.51</b>	<b>\$ 32,619.21</b>	<b>\$ 33,437.95</b>

A detailed Housing Cost Analysis for each District-owned residence was presented to the Personnel Committee at the November 23, 2020 meeting. It demonstrated estimated maintenance and repair costs for each residence over a period of 20 years. Staff believes that the above formula appears to generate sufficient funding to address all ongoing upkeep of the District residences, accounts for inflation, and will cover expenditures for the proposed renovations on a basis of generational equity.<sup>5</sup>

### Implementation

The Personnel Committee recommends an effective date for the new District Residences and Facility Emergency Policy 90 days after adoption. The 90-day effective date is designed to provide advance notice to EOs about the increase in monthly maintenance fees and prepare to budget for the increases.

If the Policy is adopted at this meeting (7/14/2021), the new monthly maintenance fees would become effective and would be applied to each residence upon the expiration of the current term of each existing Employment and Occupancy Agreement starting October 12, 2021.

As previously noted, the 2009 policy set a fee of \$200 per month. The District residences will experience fee increases of between 89 and 201 percent over what is currently being paid.

<sup>4</sup> 2.51 percent escalator based on the 20-year average Consumer Price Index – All Urban Consumers: Los Angeles – Long Beach – Anaheim 2000-2019 (December)

<sup>5</sup> Primer on Generational Equity:  
<https://mrsc.org/Home/Stay-Informed/MRSC-Insight/September-2012/Financing-Public-Infrastructure-Generational-Equit.aspx>





TABLE C – Percent Increases in MMF at the 2.0 percent System

Monthly Fee Collected	Current MMF	Maintenance after 10/2021	Percent Increase
Residence A	\$ 200.00	\$585.52	192.760
Residence B	\$ 200.00	\$521.35	160.677
Residence C	\$ 200.00	\$481.25	140.625
Residence D	\$ 200.00	\$830.16	315.078
<b>TOTAL</b>	<b>\$ 800.00</b>	<b>\$ 2,418.28</b>	

Staff proposes a phase-in approach to the monthly maintenance fee increases to lessen the impact on families in the District Residences. Rather than implementing the entire increase at the first month upon a new term of the Employment and Occupancy Agreement, a quarterly step system might be considered:

Example:

New term beginning:	November	February 2022	May 2022	August 2022
	25 percent of the total increase	25 percent	25 percent	25 percent

These terms can be built into the renewals of the Employment and Occupancy Agreements as they come up.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 5

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Resolution 2021-\_\_ : Amending the District Policies and Procedures Manual Part II Adding Policy 4100: Electronic Communications and Data Devices at Dais**

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**Staff Recommendation**

Adopt Resolution 2021-\_\_ : Amending the District Policies and Procedures Manual Part II Adding Policy 4100: Electronic Communications and Data Devices at Dais

**Background**

At its April 14, 2021 meeting, the Board of Directors authorized expenditure of an amount not-to-exceed \$40,640 for audio-visual improvements and additions to the Board Room, which include computer workstations at each director position at the dais. In response to a question, Director of Information Technology Robert Rasha assured the Directors that internet access would be available at those stations.

At its meeting of June 24, 2021, the Board advised staff of an intent to return to in-person meetings in the Board Room beginning with the Regular Meeting on July 14, 2021.

**Summary**

Subsequent to Board discussion at the April 14, 2021 meeting, staff identified a need for a policy regarding internet use at the dais. This would be a new policy.

According to the Director of Information Technology, the intent of provision of internet access at the dais is to allow convenient access to electronic agendas and agenda packet contents via the District's website. Other uses may risk violating open meeting laws and due process rights.

The proposed policy was developed using sample policies from other agencies and with the guidance of the Institute for Local Government (ILG): *Meetings and Technology: Finding the Right Balance* pamphlet. It has been reviewed and edited by District legal counsel.

To protect the District from potential complications of internet access and use of email or text messaging during public meetings, or obtaining information outside of public hearings, the ILG recommends instituting a policy to cover these activities and staff presents the attached proposed Policy 4100 for consideration.

**Fiscal Impact**

None.



## **Attachments**

1. Draft Resolution 2021-\_\_
2. Proposed Policy 4100: Electronic Communications and Data Devices at Dais
3. Institute for Local Government: Meetings and Technology: Finding the Right Balance

Staff Report prepared by Lynda Kerney, Administrative Assistant

**RESOLUTION 2021-\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
BEAUMONT-CHERRY VALLEY WATER DISTRICT ADOPTING  
POLICY 4100: ELECTRONIC COMMUNICATIONS AND DATA  
DEVICES AT DAIS AND AMENDING THE DISTRICT'S POLICIES  
AND PROCEDURES MANUAL**

**WHEREAS**, on March 18, 2009 the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2009-05, establishing a Policy and Procedures Manual applicable to Board of Directors and District staff; and

**WHEREAS**, due to evolving technological capabilities and resulting legal considerations, the Board of Directors desires to assure its open and public meetings are free of complications arising from the use of electronic communications and data devices; and

**WHEREAS**, the Electronic Communications and Data Devices at Dais Policy assures transparency as guaranteed via The Brown Act, and assures all Board deliberations are based on fair process and no *ex parte* information; and

**WHEREAS**, the Board of Directors has reviewed and considered the policy attached hereto as Exhibit A, finds the policy relevant and acceptable, and deems it to be in the best interests of the District that the following actions be taken,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District that the BCVWD Policies and Procedures Manual is hereby revised to include Policy 4100 attached hereto as Exhibit A.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

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

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

**POLICY TITLE: ELECTRONIC COMMUNICATIONS AND DATA DEVICES AT DAIS**  
**POLICY NUMBER: 4100**

4100.1 **Purpose.** To ensure transparency and full and open debate on issues before the Board of Directors, avoid potential violations of the Ralph M. Brown Act, and assure the District's ability to comply with the California Public Records Act (CPRA) and other applicable laws.

4100.2 This policy applies to members of the Board, the legislative body of the District, during public meetings subject to the Brown Act, such as regular meetings or meetings of standing committees.

4100.3 Board members are expected and have the obligation to use good judgement when using the internet and electronic communication tools such as District-provided personal computers, or portable electronic communications and data devices, including, but not limited to, laptop computers, cell phones, tablet computers, pagers, and similar devices while in a public meeting of the legislative body subject to the Brown Act. Use of these tools or devices during public meetings shall be limited as prescribed in this policy and applicable law.

4100.4 The purposes of the public meetings of the Board are to consider the technical analysis and recommendations prepared by staff, hear public input, come together to make decisions, and explain reasons for decisions made. Board members are expected to focus attention on the proceedings as a responsibility of public office.

4100.5 It is the policy of the BCVWD to adhere to laws related to the use of portable electronic communications and data devices and District-provided internet-capable personal computers or other devices by members of the Board, including all applicable District regulations and policies, and the requirements of Article I, Section 3, Subdivision (b), Paragraph 1 of the California Constitution, the California Public Records Act (Government Code §6250-6276.48), the Ralph M. Brown Act (Government Code §54950-54963), due process rights of interested parties in District legislative body proceedings, and District Policies and Procedures.

4100.6 Board members may not use portable electronic communications and data devices or the District-supplied personal computers at public Board meetings in any manner or for any purpose prohibited by law or District Policy.

4100.7 In particular, but without limitation, electronic communications and data devices or personal computers may not be used at public Board meetings in any of the following ways:

1. In violation of the requirements of the Brown Act, such as by sharing communications among a majority of the Board privately and separate from the public discussion at the meeting.
2. In violation of the requirements of the CPRA, such as by transmitting to a majority of the Board information connected with a matter subject to consideration at the meeting, which information is not available to the public.
3. In violation of due process rights of interested parties at adjudicatory hearings, such as by consideration of information not part of the hearing record, or by use of an electronic communications and data device so as to result in inattention to the record and/or proceedings before the Board.

4100.8 All electronic devices connected to the internet shall be turned off during closed sessions of meetings.

4100.9 During any meeting subject to the Brown Act, Board members may not receive electronic communications from, or send electronic communications to, any person (including, but not limited to, members of the public,  
Adopted by Resolution 20-XX, Date

District staff, other Board members, and parties to District proceedings) except as permitted in Section 4100.10 below.

4100.10 Board members may use electronic communication and data devices during public meetings of the legislative body to receive and send communications regarding personal emergencies, such as family emergencies. Members receiving/sending such information should coordinate with the member presiding over the meeting as needed to ensure compliance with open meeting, open records, due process, and other applicable laws, rules, and policies.

4100.11 All records, regardless of format, related to the conduct of District business must be retained by the District pursuant to California law and the District's Records Retention Schedule.

Adopted by Resolution 20-XX, Date

# Meetings and Technology: Finding the Right Balance

[www.ca-ilg.org/technology-and-meetings](http://www.ca-ilg.org/technology-and-meetings)

4/30/2013 (Update)

**Question:** *Our agency is mulling whether and how to take advantage of technology at meetings. What issues should we be aware of?*

## Related Resources from the Institute

The Institute's website offers the following additional resources relating to technology, social media, and transparency:

- "Legal Issues Associated with Social Media" available at: [www.ca-ilg.org/SocialMediaLegalIssues](http://www.ca-ilg.org/SocialMediaLegalIssues)
- "Local Agency Website Transparency Opportunities" available at: [www.ca-ilg.org/WebsiteTransparency](http://www.ca-ilg.org/WebsiteTransparency)
- "Taking the Bite out of Blogs: Ethics in Cyberspace" available at: [www.ca-ilg.org/blogs](http://www.ca-ilg.org/blogs)

**Answer:** The answer to that question benefits from a clear sense of the purpose of the meeting. Meetings of public agency decision makers have several purposes. Meetings are where public agency decision-makers:

Consider the technical analysis and recommendations that staff has prepared:

- Hear public input
- Come together to make a decision
- Explain their reasons for the decision made.

A number of transparency and fair process rules govern public meetings. In addition, voters judge decision-makers in part by how decision-makers conduct themselves at public meetings.

With that backdrop in mind, let's look at specific issues that arise relating to meetings and technology.

## Electronic Agendas

### For Decision-Makers

Being prepared for meetings is a key responsibility for public officials. Providing agenda materials to decision-makers and others electronically result in speedier delivery. Electronic versions can also result in savings of public resources (staff time and supplies) in photocopying and delivering agendas in hardcopy form.

Through internal links and other techniques, electronic formats can involve advantages in making supporting materials easier to find in lengthier agenda packets. There are also software

packages that allow decision-makers to engage in the same activities when reviewing agenda materials electronically as they would for hard copy agenda materials (for example, highlighting text and note-making).

Whether electronic agenda packets work in any given jurisdiction will depend on decision-makers' 1) comfort level with technology and/or receptiveness to training, and 2) access to the necessary computer equipment to review agenda materials (see next section on providing computers to decision-makers).

## For the Public

Another important purpose of agendas is alerting the public of what decision-makers will be discussing and deciding at a meeting. A key thing to understand about electronic agendas is that while many members of the public will be happy to receive this information electronically through either email or accessing the agency's website, the law requires agencies to make this information through more traditional channels if requested (see sidebar at right on digital divide).

As a result, agendas must be posted in an area "freely accessible" to the public and on its website (if it has one).<sup>1</sup> An agenda must explain where interested individuals can review agenda materials.<sup>2</sup> Members of the public can also request that copies of the agenda packet be mailed to them.<sup>3</sup>

Of course, agenda materials are public records and must be made available to the public.<sup>4</sup> This includes documents distributed during a public meeting. If the document is prepared by the agency, the document must be made available at the meeting; if the document is prepared by others, like members of the public, the document may be made available after the meeting.<sup>5</sup>

## Providing Computers to Elected Officials

To assure that all officials have ready and uniform access to electronic agendas, some agencies provide laptops or tablets to elected officials. The notion is that the officials will use these to review the agendas to be well prepared for meetings. The computers also enable elected officials to access the materials during the meeting. In addition, some agencies provide equipment to elected officials to enable them to receive and respond to email in their official capacity.

Agencies typically include the cost of providing and maintaining such equipment in their cost/benefit analysis on providing agendas in electronic format.

In the event that an agency does decide to provide such equipment, another issue to be aware of is the restrictions on use of that equipment. Using public resources for either personal or political

### Additional Resources on Transparency and Meetings

The Institute's website offers additional resources relating to transparency, technology and meetings.

- **Transparency Strategies**, offers resources on suggested local agency website content and social media issues. [www.ca-ilg.org/TransparencyStrategies](http://www.ca-ilg.org/TransparencyStrategies).
- **Leadership Skills**, includes resources on chairing meetings, civility in public discourse, and meeting procedures. [www.ca-ilg.org/leadership-skills](http://www.ca-ilg.org/leadership-skills).



purposes is unlawful.<sup>6</sup> “Personal” use of public resources means activities that are for personal enjoyment, private gain or advantage.<sup>7</sup> The statute penalizes both intentional and negligent violations.<sup>8</sup>

There are very narrow exceptions for “incidental and minimal” use of resources. An “occasional telephone call” is an example of an incidental and minimal use of public resources.<sup>9</sup>

To avoid traps for the unwary, a good practice is to specify that agency-provided electronic devices are for official use only.

## Streaming and Archiving Meetings

In addition to broadcasting governing body meetings over cable, a number of local agencies also webcast their meetings and/or make the videos available from their websites. Others make the audio portion or the meeting available. “Live streaming” makes the meeting proceedings available as the meeting is occurring. This practice enables residents to access meeting proceedings in real time even if they are unable to attend the meeting in person.

Afterwards, a number of agencies post meeting recordings and minutes on the agency’s website.

This can demonstrate an agency’s commitment to transparency. Proactively providing such information can also save staff time in responding to questions and public records requests.

## Accessing the Internet during Public Meetings

Using an electronic device (either agency-provided or one’s own personal device) to access the Internet during a meeting presents a number of issues.

At the most basic level, such activity suggests divided attention or inattention to the information being shared at the meeting. Focused attention on meeting proceedings throughout long meetings can require self-discipline at times. However, meeting participants and other constituents expect such attention as one of the responsibilities of public office. It also demonstrates respect for those presenting information at the meeting.

Members of the Connecticut state legislature found this out the hard way. A number of them were photographed playing a computer game during a legislative debate. One of the legislators issued an apology to his constituents. He reassured them that he does pay attention at meetings and works hard as their representative them.<sup>10</sup>

### Current State of the Digital Divide

According to the Pew Center for the Internet, even though the increasing prevalence of smart phones has diminished the digital divide, one in five American adults still do not use the Internet. (See [www.pewinternet.org/Reports/2012/Digital-differences/Overview.aspx?view=all](http://www.pewinternet.org/Reports/2012/Digital-differences/Overview.aspx?view=all).)

Moreover, the nature of the access matters: If information is not available on or suitable for a small screen, it is not available to people who rely on their mobile phones for Internet access. That’s likely to be young people, people with lower household incomes, and recent immigrants. (See [www.pewinternet.org/Commentary/2010/September/The-Power-of-Mobile.aspx](http://www.pewinternet.org/Commentary/2010/September/The-Power-of-Mobile.aspx).)

## Using Email/Texting during Meetings

Using email during meetings also presents transparency issues. Emails among decision-makers risk violating the California's open meeting laws. California law prohibits decision-makers from:

us[ing] a series of communications of any kind, directly or through intermediaries, to discuss, deliberate or take action on any item of business that is within the subject matter jurisdiction of the legislative body.<sup>11</sup>

The Attorney General has opined that this section prohibits officials from using email to develop a collective concurrence as to an action to be taken.<sup>12</sup> According to the opinion, posting the emails on the Internet and distributing them at the next public meeting of the body does not fix the problem. A key goal of open meetings laws is allowing the public to observe decision-maker deliberations.<sup>13</sup>

Another issue to be aware of is whether such emails or text message are subject to disclosure as public records, either under local agency policy or state law. Media outlets and open government advocates take the position that emails should be retained and produced upon demand as public records.<sup>14</sup> In fact, one trial court has found that even emails the public officials send on their personal (non-agency) email accounts are public records subject to disclosure upon request.<sup>15</sup> Although this decision is not binding on other courts, it demonstrates the potential breadth of the records subject to disclosure under the Public Records Act.

Irrespective of their legal status as disclosable records or not, once one pushes "send," the communications leave one's control. Officials are wise to be mindful of what they say in emails or text messages for a whole host of reasons.

## Using Information Received Outside Public Hearings

Sometimes public hearings involve complex issues. It may be tempting to research the issue or consult an expert via email either in preparation or during the public meeting.

This is when the nature of the public meeting can be important to keep in mind. When a decision-making body is applying agency policies to specific situations (acting in an adjudicative or "quasi-judicial" capacity), special fair process rules can apply. A fair process issue can arise when decision-makers receive information outside the public hearing. For example, such an issue arose when members of a civil service board received evidence outside the administrative

### Transparency Resources

There are two dimensions to public agency transparency:

- 1) Information transparency, and
- 2) Process transparency.

With respect to both kinds of transparency, a website is an opportunity to provide raw information (budget numbers and meeting dates) and also to provide the public with background information on what the numbers mean for the services they receive and how they can participate in the decision-making process if they choose.

Recognizing that many local agencies are struggling with budget cuts and providing information involves staff time, money and sufficient site capacity, the Institute has developed a number of resources designed to help local agencies offer general information about local agency decision-making to the public as part of its "local government 101" efforts ([www.ca-ilg.org/localgovt101](http://www.ca-ilg.org/localgovt101)). The Institute welcomes links to its resources from agency websites.

hearing and also had conversations with the independent medical examiners and employee's physician outside the hearing.

Attorneys often refer to such information as "*ex parte*" because it occurs outside the hearing and typically from one side only ("from one side only" is a loose translation of the Latin term *ex parte*). The court found that receiving information outside the hearing was unfair, because the decision-makers based their decision upon information that not all parties were aware of and therefore had no opportunity to challenge.<sup>16</sup>

## The Importance of Attentiveness

Technology should not be a distraction in a meeting. Another fair process issue that arose in one jurisdiction is whether decision-makers were truly paying attention at the hearing.<sup>17</sup> As the appellate court noted, a fundamental principle of due process is "he who decides must hear."<sup>18</sup> It also implicates values relating to respect, even when one disagrees with a position being advocated.

The case involved an appeal of a zoning administrator's decision to loosen certain restrictions imposed on adult business operators. The adult business videotaped the hearing, which showed decision-makers talking with each other, talking on cell phones and otherwise not paying attention to either side that was speaking. The court concluded that the inattentiveness of decision-makers during the hearing prevented them from satisfying fair process principles and overturned the decision.<sup>19</sup>

### The Difference Between Legislative and Adjudicative Decision-Making

When an elected official acts in a legislative capacity, his or her decision-making is less constrained. For example, when one acts in a legislative capacity, one can review information submitted by interested parties and conduct one's own investigation; investigating and determining facts as a basis for legislation is acceptable. Also, courts generally won't inquire into what evidence was or was not examined or relied on by an elected official in reaching his or her decision.

## Policies Prohibiting Messaging During Public Meetings

For all the above reasons, a number of public agencies have adopted policies prohibiting decision-makers from reading, sending or receiving messages while at meetings. Sample policies are available from the Institute's website.

## Using Technology to Include an Official in a Meeting

California's open meeting law creates a limited opportunity for officials to use technology to participate in meetings. For purposes of this law, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video or both.<sup>20</sup> Special posting requirements apply<sup>21</sup> and each teleconference location must be accessible to the public.<sup>22</sup> The public must have the opportunity to address decision-makers at each location.<sup>23</sup>

## Using Technology to Expand Public Participation

Meetings offer one opportunity for the public to share their views on a matter with their elected representatives. Technology can expand those opportunities.

Many local agencies use translation equipment to enable non-English speaking residents to understand meeting proceedings. The same equipment can enable decision-makers to understand public comments offered in languages in which they are not fluent.

Local agencies are increasingly using online tools to encourage public input and public discussion of issues facing the community. Examples include e-comment features on agenda items, online surveys that help decision-makers expand their sense of community sentiment beyond those who can attend meetings, and online forums that enable residents to exchange ideas and also understand how their neighbors view a particular issue.

As with any public engagement effort, the first step is to be clear on the agency's goal in engaging the public on an issue or in general. Available resources to support the effort are another part of the analysis. Ideally, any online efforts will be part of a broader public engagement plan that are tailored to the needs of the community and include both online as well as face-to-face opportunities for public involvement. Technologies also exist to play a role in those meetings as well (for example, keypad polling devices for larger gatherings).

For ideas and strategies in this area, see *A Local Official's Guide to Online Public Engagement* ([www.ca-ilg.org/document/local-officials-guide-online-public-engagement](http://www.ca-ilg.org/document/local-officials-guide-online-public-engagement)).

### About the Institute for Local Government

This resource is a service of the Institute for Local Government (ILG) whose mission is to promote good government at the local level with practical, impartial, and easy-to-use resources for California communities.

ILG is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities and the California State Association of Counties.

For more information and to access the Institute's resources on ethics visit [www.ca-ilg.org/trust](http://www.ca-ilg.org/trust).

The Institute welcomes feedback on this resource:

- *Email:* [ethicsmailbox@ca-ilg.org](mailto:ethicsmailbox@ca-ilg.org) Subject: *Meetings and Technology*
- *Mail:* 1400 K Street, Suite 205 ▪ Sacramento, CA ▪ 95814

## References and Resources

Note: Sections in the California Code are accessible at <http://leginfo.legislature.ca.gov/>. Fair Political Practices Commission regulations are accessible at [www.fppc.ca.gov/index.php?id=52](http://www.fppc.ca.gov/index.php?id=52). A source for case law information is [www.findlaw.com/cacases/](http://www.findlaw.com/cacases/) (requires registration).

<sup>1</sup> Cal. Gov't Code § 54954.2(a). See also 88 Ops. Cal. Att'y Gen. 218 (2005) (finding that an electronic kiosk accessible 24/7 to the public can be "freely accessible" to the public).

<sup>2</sup> Cal. Gov't Code § 54957.5.

<sup>3</sup> Cal. Gov't Code § 54954.1.

<sup>4</sup> Cal. Gov't Code § 54957.5(a).

<sup>5</sup> Cal. Gov't Code § 54957.5(c).

<sup>6</sup> See Cal. Penal Code § 424; Cal. Gov't Code § 8314.

<sup>7</sup> Cal. Gov't Code § 8314(b)(1).

<sup>8</sup> Cal. Gov't Code § 8314(c)(1).

<sup>9</sup> Cal. Gov't Code § 8314(b)(1).

<sup>10</sup> See <http://www.snopes.com/photos/politics/solitaire.asp>.

<sup>11</sup> Cal. Gov't Code § 54952.2(b).

<sup>12</sup> 84 Ops. Cal. Att'y Gen. 30 (2001) available at <http://ag.ca.gov/opinions/pdfs/00-906.pdf>. See also *Wood v. Battle Ground School District*, 107 Wash. App. 550 (2001) (email exchange among school board members amounted to illegal meeting under Washington's open meetings law); *Johnston v. Metropolitan Gov't of Nashville*, 320 S.W.3d 299, 312 (Tenn.Ct.App.2009) (e-mail exchanges in which "members are weighing arguments for and against a proposed zoning measure and which were copied to all members violate spirit of the open meetings law). See generally John F. O'Connor & Michael J. Baratz, *Some Assembly Required: The Application of State Open Meeting Laws to Email Correspondence*, 12 Geo. Mason L.Rev. 719 (2004). But see *Lambert v. McPherson*, --- So.3d ---, 2012 WL 1071632 (Ala.Civ.App., 2012) (unilateral declaration of elected official's opinions which did not involve an exchange of information or opinions among a quorum does not violate open meetings laws).

<sup>13</sup> See *Coalition of Labor, Agriculture and Business v. County of Santa Barbara Board of Supervisors*, 129 Cal. App. 4th 205 (2d Dist. 2005).

<sup>14</sup> See, for example, [http://www.voiceofoc.org/countywide/this\\_just\\_in/article\\_b093e90c-edbf-11df-b928-001cc4c002e0.html](http://www.voiceofoc.org/countywide/this_just_in/article_b093e90c-edbf-11df-b928-001cc4c002e0.html) ; <http://sanleandro.patch.com/articles/city-emails-fleeting-notes-or-vital-public-records>.

<sup>15</sup> See *Smith v. City of San Jose*, No. 1-09-CV-150427 (March 19, 2013) (finding that personal emails are "retained" by public agency because they are retained by a public officials; in addition, such emails are also "prepared" and "used" by such officials). See also *Tracy Press, Inc. v. Superior Court of San Joaquin County (City of Tracy)*, 164 Cal. App. 4th 1290, 80 Cal. Rptr. 3d 464 (2008) (The appellate court dismissed, on technical grounds, a trial court decision finding that emails sent by public officials from their personal email accounts are not public records subject to disclosure, the court recognized that the question of whether the emails sent from the city council member's private email account are public records is a novel question they would not address in the appeal).

<sup>16</sup> *English v. City of Long Beach*, 35 Cal. 2d 155, 157, 217 P. 2d 22, 24 (1950) (adjudicative body's acting on information of which parties were not apprised and which they had no opportunity to controvert amounts to a denial of a hearing). *Accord Today's Fresh Start, Inc. v. Los Angeles County Office of Educ.*, 128 Cal. Rptr. 3d 822, 844, 197 Cal. App. 4th 436, 463, (2 Dist. Jul 12, 2011).

<sup>17</sup> *Lacy Street Hospitality Service, Inc. v. City of Los Angeles*, , 22 Cal. Rptr. 3d 805 (2 Dist. 2004), *decertified from publication* June 15, 2005.

<sup>18</sup> *Vollstedt v. City of Stockton*, 220 Cal. App. 3d 265, 276, 269 Cal. Rptr. 404 (1990).

<sup>19</sup> *Lacy*, citing *Haas v. County of San Bernardino*, 27 Cal. 4th 1017, 1024, 119 Cal. Rptr. 2d 341 (2002) ("due process requires fair adjudicators in administrative tribunals"); *Henderling v. Carleson*, 36 Cal. App. 3d 561, 566, 111 Cal. Rptr. 612 (1974) (takes as a given that administrative decision-maker listens at hearing), *disapproved on another point by Frink v. Prod*, 31 Cal. 3d 166, 180, 181 Cal. Rptr. 893 (1982); *Chalfin v. Chalfin*, 121 Cal. App. 2d 229, 233, 263 P.2d 16 (1953) (fact finder must listen to the evidence before making a decision).

<sup>20</sup> Cal. Gov't Code § 54953(b)(4).

<sup>21</sup> Cal. Gov't Code § 54953(b)(3) ("If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations . . .").

<sup>22</sup> Cal. Gov't Code § 54953(b)(3) ("Each teleconference locale shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public.").

<sup>23</sup> Cal. Gov't Code § 54953(b)(3) ("The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.")



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item \_\_

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Resolution 2021-\_\_ : Amending the District Policies and Procedures Manual Part II, Section 12 – Training, Education and Conferences and Section 13 – Remuneration / Per Diem Fees**

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**Staff Recommendation**

Adopt Resolution 2021-\_\_ Amending the District Policies and Procedures Manual: Part II – Section 12 – Training, Education and Conferences and Section 13 – Remuneration / Per Diem Fees

or

Direct staff as desired

**Background**

A review of current policies related to authorization of expense reimbursement (including payment of registration or other fees for attending events and activities) and pre-authorized activities for payment of per diem fees was requested by a Board member. At its meeting of June 21, 2021, the Personnel Committee reviewed current policies and directed staff to provide revisions to the following sections for consideration:

Section 12 – Training, Education and Conferences (Attachment 1a)

Section 13 – Remuneration / Per Diem Fees (Attachment 1b)

Reimbursement of expenditures and payment of per diem fees are governed by California Government Code 53232 and Water Code 20201.

At its meeting of June 24, 2021, the Board of Directors directed staff to bring the policy back to the Board rather than continuing through the Personnel Committee.

**Summary**

These proposed revisions have been reviewed by legal counsel prior to presentation to the Board. For clarity, the discussion herein refers to the current policy numbers. Note, however, that the policies to be adopted have been revised to comport with the new policy numbering system.

Section 12 – Training, Education and Conferences – Government Code 53232 (Attachment 1a).

Staff was requested to propose language to make the expense reimbursement policy more flexible regarding pre-approval of attendance at trainings, educational activities, and conferences.



Current District policy, in accordance with state law (Government Code 53232.2(f)) specifies that any reimbursement for related expenses must be pre-approved by the Board (the governing body) in a public meeting before the expense is incurred.

Consensus of the Personnel Committee at the June 21, 2021 meeting was to revise the policy to refer to a new document based on the sample "Affiliate List" from Mission Springs Water District (MSWD). The suggested **BCVWD Pre-Approved Events and Director Appointments** would be adopted at the annual reorganization meeting of the Board<sup>1</sup> (to be addressed as the next item on this meeting agenda). The list could include new events being considered for director attendance such as specific trainings and conferences, and Chamber of Commerce or community events to be vetted by the Board for compliance with District policies.

Staff has included a new proposed statement for insertion into the Section 12 policy language:

*Pre-approved seminars, workshops, courses, professional organization meetings, and conferences shall be those enumerated in the current year's BCVWD Pre-Approved Events and Director Appointments List as adopted by the Board.*

Use of the pre-approved list provides additional flexibility and the opportunity to review and update the designated activities on an annual basis, or can be adjusted whenever the Board deems appropriate without having to adopt a new resolution revising existing policy.

Note that there is also a provision in BCVWD policy that seems unique in comparison to other districts' policies. *Section 14 – Payment of Expenses Incurred on District Business* contains a provision for après-event reimbursement requests that staff has not seen in any other sampled agency's policies:

**Section 14 A – General**

*In the event that circumstances prevent an expense reimbursement request from being considered in the manner described herein, a Director or employee may submit an expense reimbursement request to the Board for having attended a meeting or conference with the understanding that the Board may or may not approve the request.*

District legal counsel has affirmed that reimbursement of expenses is allowable in cases where expenses were incurred without an opportunity for pre-approval.

Pre-approval for attendance at events, conferences, seminars, and other activities not specified on the adopted list could be obtained in a more timely manner by including a recurring monthly item on the Board of Directors regular meeting agenda under which requests can be made.

Per Government Code 53232.3(d), activities other than regular Board meetings for which reimbursement of expenses is claimed require a written or oral report to be presented at the next regular meeting. Some agencies afford directors a specific opportunity on a regular meeting

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<sup>1</sup> Or, in the case of the remainder of 2021, as desired by the Board.





agenda for such reports, and BCVWD could do the same. Often, this agenda item includes copies of the related expense report(s) submitted by the director.

Section 13 – Remuneration / Per Diem Fees – Government Code 53232.1 and Water Code 20200 et seq.

Compensation for Board members is set by ordinance, most recently adopted with Ordinance 2021-01 on January 28, 2021. Per Diem fees are payable to directors for each day's service rendered as a member of the board by request of the board<sup>2</sup> ("day of service"). If a director attends more than one event or meeting on a single day, only one per diem fee applies.

Per diem fees are limited by California Water Code Section 20202 to compensation for no more than a total of 10 days in any calendar month.<sup>3</sup> Directors may attend additional meetings but will not be eligible for per diem compensation for more than 10 days of service.

The current District policy as adopted in December 2019 enumerates several types of meetings and activities that are pre-approved as a "day of service" for per diem compensation. The Personnel Committee directed staff to revise the policy eliminating the inclusion of specific pre-authorized activities and events within the policy itself, and instead include language referencing adoption of an annual pre-approved list in order to provide more flexibility to directors and to allow for annual review and changing of priorities.

Staff presents the proposed the policy revision to reflect the Committee's direction (Attachment 1b).

- Section 2(d) - Training Seminars. Staff recommends leaving the current verbiage intact to assure understanding that the designated trainings constitute one per diem compensation.
- Section 3 - Other Activities / Events, Authorization. Staff recommends retaining the verbiage regarding obtaining authorization to attend other functions and remaining consistent with the **BCVWD Pre-Approved Events and Director Appointments**.
- Section f - New Board Members Orientation. Staff recommends clarifying the statement to include both per diem compensation and reimbursable expenses, as appears to be the intent of the paragraph.

Again, BCVWD's per diem policy appears to be unique in that it provides an opportunity for après-event per diem requests:

Section 13 g - Requests

*In the event that circumstances prevent the per diem request from being considered in the manner described herein\*, a Director may submit a request to the Board for a per diem for having attended a meeting or conference with the understanding*

<sup>2</sup> California Water Code Section 20201:

[https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=20201&lawCode=WAT](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=20201&lawCode=WAT)

<sup>3</sup> California Water Code Section 20202:

[https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=WAT&sectionNum=20202](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=WAT&sectionNum=20202)



*that the Board may or may not approve the request.*

*\*Referring to the pre-approval process*

### BCVWD Pre-Approved Events and Director Appointments

Included in the **BCVWD Pre-Approved Events and Director Appointments** are items as directed by the Personnel Committee and those listed in current policy. This item will be addressed separately as the next item on the meeting agenda.

### Additional Staff Recommendations

1. New annual review policy. It has become common practice in the interest of transparency to adopt a policy that the Board of Directors will review all director expenses on an annual basis. By law, the District must track such expenses separately and make the report publicly available. Staff recommends adopting a policy for annual public review of director expenses as being consistent with the Board's fiduciary duty and the District's commitment to transparency.
2. Reorganization of Sections 12, 14 and 15. As acknowledged by Chair Covington at the June 21, 2021 Personnel Committee meeting, staff believes that policy sections 12, 14 and 15 can be better organized and combined into one or two sections, better separating the policy statements from the reimbursement procedures, consistent with the new practice recommended by HR Dynamics.

At its June 24, 2021 meeting, the Board indicated desire to clean up the above-referenced policy sections in their entirety. However, members of the Board had voiced desire to provide immediate flexibility in the pre-approved events, therefore staff focused effort on this provision to expedite the policy revision. Staff will continue work on the policy sections to address the further direction of the Board and will have a more comprehensive update prepared for adoption at a future Board meeting.

Recommendation: Direct staff as desired regarding additional changes and further desired policy revisions. Staff will then forward to legal counsel for review.

The policy revisions would be adopted by resolution. The BCVWD Pre-Approved Events and Director Appointments would be adopted by regular minute motion.

### Fiscal Impact

There will be charges for legal counsel review of the proposed policies.

Adding pre-authorized events to the policy may result in increased costs for director per diem compensation and travel, conference, and event expenses and reimbursements.



Related budget items for Fiscal Year 2021:

As of May 31, 2021:

Budget Line	2021 Budget	Expended	Remaining
Training/Education/Mtgs/Travel	\$10,000	\$1,843	\$8,157
Board of Directors Fees (Per Diem)	\$45,200	\$26,600	\$18,600

The amounts budgeted and approved by the Board were based on prior years' expenditures, and increased taking into consideration the stated desire of the Board to attend more ACWA or CSDA functions.

Note there are known expenses outstanding. Some items have not come out of the budget yet because they were purchased with credit cards and have not yet been processed. In addition, The expenses for the Tri-State seminar including the hotel stays have not yet been processed.

If the Board indicates desire to further increase attendance at events, seminars and conferences, a budget transfer may be necessary. Staff will follow up based on direction from the Board.

### **Attachments**

1. Current and proposed BCVWD Policies and Procedures Manual, Part II:
  - a. Section 12 – Training, Education and Conferences
  - b. Section 13 – Remuneration / Per Diem Fees
2. Resolution 2021- \_\_ Amending the Policies and Procedures Manual
3. Water Code Section 20201 et. seq.
4. Government Code 53232

Staff Report prepared by Lynda Kerney, Administrative Assistant

4060.1 Policy. The Beaumont-Cherry Valley Water District takes its stewardship over the use of limited public resources seriously. Public resources should only be used when there is a substantial benefit to the District.

1. Educational conferences and meetings are considered to provide substantial benefit. Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operations. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent ~~determined~~ that their attendance is beneficial to the District. Such benefits include:

- a. The opportunity to discuss the community's concerns with local, state and federal officials;
- b. Participating in regional, state, and national organizations whose activities affect the District;
- c. Attending educational seminars designed to improve officials' skill and information levels;
- d. ~~Promoting public service and morale by recognizing such service.~~

2. "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

4060.2 Expenses. It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual, necessary, and reasonable expenses incurred for tuition, travel, lodging, and meals as a result of training, educational course, participation with professional organizations, and attendance at local, state, and national conferences ~~associated with that serve the interests of the District.~~

1. Staff as assigned by the General Manager is responsible for making arrangements for Directors for conference and registration expenses.
  2. Reimbursement shall include necessary expenses for meals, lodging, authorized incidentals (see Policy 4070 Payment of Expenses Incurred on District Business-Section 14H), and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the assigned staff member within 30 days of the incurred expense on a District-supplied Expense Form, together with original, valid receipts in accordance with State law. Reimbursement rates shall not exceed the Internal Revenue Services rates as established in Publication 463.
  3. Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.
  - 3-4. ~~Pre-approved seminars, workshops, courses, professional organization meetings, and conferences shall be those enumerated in the current year's BCVWD Pre-Approved Events and Director Appointments List as adopted by the Board.~~
  - 4-5. Expenses to the District for ~~Board of Directors'~~ training, education, and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations, if any, ~~if available, if any provided by the event sponsor and by:~~
    - a. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates or using other less expensive nearby lodging.
    - b. Directors traveling together whenever feasible and economically beneficial.
    - c. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.
- 4060.3 Notice. A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after the Director has announced his/her pending resignation, or if it occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when ~~it is apparent that~~ there is no significant benefit to the District.

# Current policy

## 12. TRAINING, EDUCATION AND CONFERENCES

- A. Policy. The Beaumont-Cherry Valley Water District takes its stewardship over the use of limited public resources seriously. Public resources should only be used when there is a substantial benefit to the District.
- i. Educational conferences and professional meetings are considered to provide substantial benefit. Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District. Such benefits include:
    - a. The opportunity to discuss the community's concerns with state and federal officials;
    - b. Participating in regional, state and national organizations whose activities affect the District;
    - c. Attending educational seminars designed to improve officials' skill and information levels;
    - d. Promoting public service and morale by recognizing such service.
  - ii. "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.
- B. Expenses. It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.
- i. Staff as assigned by the General Manager is responsible for making arrangements for Directors for conference and registration expenses.
  - ii. Reimbursement shall include expenses for meals, lodging, authorized incidentals (see Section 14H) and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the assigned staff member within 30 days of the incurred expense on a District-supplied Expense Form, together with original, valid receipts in accordance with State law.
  - iii. Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.
  - iv. Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum by utilizing recommendations

BEAUMONT-CHERRY VALLEY WATER DISTRICT BOARD OF DIRECTORS

4060.4 **Reimbursement.** Upon returning from seminars, workshops, conferences, etc. where expenses are paid and/or reimbursed by the District, Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

for transportation and housing accommodations put forth, if any, by the event sponsor and by:

- a. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates or using other less expensive nearby lodging.
- b. Directors traveling together whenever feasible and economically beneficial.
- c. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

C. **Notice.** A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after the Director has announced his/her pending resignation, or if it occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

D. **Reimbursement.** Upon returning from seminars, workshops, conferences, etc., where expenses are paid and/or reimbursed by the District, Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

## Attachment 1b

### Current policy

#### 13. REMUNERATION / DIRECTOR PER DIEM FEES

- a. **Remuneration.** Members of the Board of Directors shall be eligible to receive a "per diem" for each day of service rendered as an officer of the Board. The "per diem" amount shall be established by the Board and be consistent with applicable state law.
- b. **Limit.** Per diem compensation is limited to no more than 10 days per month.
- c. **Attendance.** For purposes of this section, attendance includes:
  - i. Physical presence at the majority of a meeting, event, conference or occurrence listed in subdivision D (below), unless presence for a lesser period is authorized by the Board President, or, for a committee meeting, by the committee chair;
  - ii. Participation by teleconference at the majority of a meeting pursuant to California Government Code 54953;
  - iii. Participation in an approved home study or online Ethics course to meet the requirements of Government Code Sections 53234-53235.5 when participation has been authorized by the Board President.

d. **Eligibility.** Matters of District Business eligible for per diem shall include, but not be limited to:

1. General Board Member Preapproved Activities/Events. The following activities/events are preapproved for all Board members:

a. Board and Committee Meetings

All regular and special board meetings and committee meetings for appointed members

b. Conferences

- (1) ACWA and ACWA-JPIA conferences, trainings and webinars and ACWA Region 9 meetings

- (2) CSDA Conferences, trainings and webinars

c. Other Agencies

- (1) San Geronimo Pass Water Agency Board or Committee meetings.

- (3) Beaumont Basin Watermaster

- (4) City of Beaumont

BEAUMONT-CHERRY VALLEY WATER DISTRICT

BOARD OF DIRECTORS

POLICY TITLE: REMUNERATION/DIRECTOR PER DIEM FEES  
POLICY NUMBER: 4065

**Redline for 7/14/21**

4065.1 **Remuneration.** Members of the Board of Directors shall be eligible to receive a "per diem" for each day of service rendered as an officer of the Board. The "per diem" amount shall be established by the Board and be consistent with applicable ~~§~~State law.

4065.2 **Limit.** Per diem compensation is limited to no more than 10 days per month ~~if~~ as established by Water Code Section §20202.

4065.3 **Attendance.** For purposes of this section, attendance includes:

1. Physical presence at the majority of a meeting, event, conference or occurrence listed in ~~subdivi- sion D (below)~~ Section 4065.4 below, unless presence for a lesser period is authorized by the Board President, or, for a committee meeting, by the committee chair;
2. Participation by teleconference at the majority of a meeting pursuant to California Government Code §54953;
3. Participation in an approved home study or online Ethics course to meet the requirements of Government Code ~~Sections §53234-53235.5~~ when participation has been authorized by the Board President.

4065.4 **Eligibility.** Matters of District ~~B~~Business eligible for per diem shall include, but not be limited to:

1. ~~General Board Member Director~~ Preapproved Activities/Events. The following activ- ities/events are preapproved for all ~~Board members~~ Directors:

a. **Board and Committee Meetings.** All regular and special board meetings and committee meetings for appointed members ~~as defined in Government Code §54952.2.~~

b. Activities as enumerated in the BCVWD Pre-Approved Events and Director Appointments list as approved by the Board of Directors at the annual reorganization meeting in Decem- ber, or as otherwise approved mid-year by the Board of Directors.

b. ~~Conferences:~~

i. ~~ACWA and ACWA-JPIA conferences, trainings and webinars and ACWA Region 9 meetings~~

ii. ~~CSDA Conferences, trainings and webinars~~

iii. ~~Other Agencies:~~

i. ~~San Geronimo Pass and Water Agency, Board or Committee Meetings;~~

ii. ~~Beaumont Basin Watermaster;~~

iii. ~~City of Beaumont. Any official city meeting;~~

iv. ~~City of Banning. Any official city meeting;~~

v. ~~LAFCO meetings in which District business is discussed or affected as part of the LAFCO agenda;~~

d. ~~Training Seminars.~~

i. ~~State mandated ethics training;~~

a. ~~The entire two-hour course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.~~

ii. ~~State mandated sexual harassment training;~~

a. ~~The entire course counts as ONE day of service, even if the coursework is com- pleted over more than one 24-hour period.~~

ii. ~~Brown Act training~~

2. ~~Specific Board Member Authorization. The following activities/events are preapproved for~~

Board members designated to represent the District by the Board President:

- a. ACWA Committees
- b. Meetings of a legislative body of another government agency, or an official event sponsored by another government agency, when attendance has been authorized by the President.
- c. Meetings with members of the legislative executive or judicial branch of the state and federal government when attendance is directed by the President.
- d. Meetings with the General Manager, District Counsel, or Board President on matters of District business.
- e. Other meetings or events for Board members appointed by the President to attend such meeting or event on behalf of the District

3.2. Other Activities/Events, Authorization. Board members/Directors may seek authorization to attend other functions that constitute the performance of official duties, including, but not limited to, tours of Beaumont-Cherry Valley Water District facilities, tours of other agency facilities, dedication ceremonies, open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary celebrations, ribbon-cutting ceremonies, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 10, and association dinners and lunches. Board members/Directors desiring to attend other events of this nature should obtain pre-approval from the Board in order to receive a per diem and expense reimbursement.

4.3. New Board Members/Directors Orientation. New Board members/Directors may receive ~~one~~ (1) per diem and expense reimbursement for an orientation program that meets the following criteria:

- a. Is part of a planned orientation schedule.
- b. The orientation meeting is at least two (2) hours in duration.
- c. The per diem for this purpose must be claimed during the first ~~two (2)~~ months of service on the Board.
- d. New Board members/Directors may also attend a formal harassment awareness training seminar for District employees.

5.4. Non-authorized Activities/Events. The following activities/events are not eligible for per diem or expense claims:

- a. Retirement receptions for Beaumont-Cherry Valley Water District employees/Board members/Directors.
- b. Beaumont-Cherry Valley Water District picnics or other social functions.

6.5. Travel. Per Diem shall include travel days to and from business meetings as appropriate. Board members shall not count travel to meetings within the Counties of Riverside or San Bernardino as a reimbursable or compensable per diem travel day.

7.6. Requests. In the event that circumstances prevent the per diem request from being considered in the manner described herein, a Director may submit a request to the Board for a per diem for having attended a meeting or conference with the understanding that the Board may not approve the request.

8.7. Reports. A Director who requests compensation ("per diem") for attendance at a meeting other than a regular, special, or committee meeting of the Board shall provide a brief report of the meeting to the Board at a regular meeting of the Board of Directors following the meeting that was attended. If multiple Board members attended, a joint report may be made.

9.8. Review. Directors' per diem fees shall be reviewed by the Board annually in October of each year with ~~said any~~ increase (if any) to be effective January 1 of the next calendar year.

Any official city meeting.

(5) City of Banning

Any official city meeting

(6) LAFCO meetings in which District business is discussed or affected as part of the LAFCO agenda

d. Training Seminars

(1) State mandated ethics training

- a. The entire two-hour course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.

(2) State mandated sexual harassment training

- a. The entire course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.

(3) Brown Act training

2. Specific Board Member Authorization

The following activities/events are preapproved for Board members designated to represent the District by the Board President.

a. ACWA Committees

b. Meetings of a legislative body of another government agency, or an official event sponsored by another government agency, when attendance has been authorized by the President.

c. Meetings with members of the legislative executive or judicial branch of the state or federal government when attendance is directed by the President, matters of District business

d. Meetings with the General Manager, District Counsel, or Board President on matters of District business

e. Other meetings or events for Board members appointed by the President to attend such meeting or event on behalf of the District

3. Other Activities/Events, Authorization

Board members may seek authorization to attend other functions that constitute the performance of official duties, including, but not limited to, tours of Beaumont-Cherry Valley Water District facilities, tours of other agency facilities, dedication ceremonies,

open houses, groundbreaking ceremonies, receptions for officials, retirement celebrations for other agency officials, anniversary celebrations, ribbon-cutting ceremonies, legislative roundtables, public hearings, project update meetings, meetings of ACWA Regions 1 through 10, and association dinners and lunches. Board members desiring to attend events of this nature should obtain approval from the Board in order to receive a per diem and expense reimbursement.

4. New Board Members Orientation

New Board members may receive one (1) per diem and expense reimbursement for an orientation program that meets the following criteria:

- a. Is part of a planned orientation schedule
- b. The orientation meeting is at least two (2) hours in duration
- c. The per diems for this purpose must be claimed during the first two (2) ~~months~~ months of service on the Board
- d. New Board members may also attend a formal harassment awareness training seminar for District employees

e. Non-authorized Activities/Events

The following activities/events are not eligible for per diem or expense claims:

- a. Retirement receptions for Beaumont-Cherry Valley Water District employees/Board members
- b. Beaumont-Cherry Valley Water District picnics or other social functions

f. **Travel.** Per diem shall include travel days to and from business meetings as appropriate. Board members shall not count travel to meetings within the Counties of Riverside or San Bernardino as a reimbursable per diem travel day.

g. **Requests.** In the event that circumstances prevent the per diem request from being considered in the manner described herein, a Director may submit a request to the Board for a per diem for having attended a meeting or conference with the understanding that the Board may or may not approve the request.

h. **Reports.** A Director who requests compensation ("per diem") for attendance at a meeting other than a regular, special, or committee meeting of the Board shall provide a brief report of the meeting to the Board at a regular meeting of the Board of Directors following the meeting that was attended. If multiple Board members attended, a joint report may be made.

i. **Review.** Directors' per diem fees shall be reviewed by the Board annually in October of each year with said increase (if any) to be effective January 1 of the next calendar year.



**RESOLUTION 2021-\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT AMENDING THE DISTRICT'S POLICIES AND PROCEDURES MANUAL: REVISING PART II, SECTION 12 – TRAINING, EDUCATION AND CONFERENCES AND SECTION 13 – REMUNERATION / DIRECTOR PER DIEM FEES**

**WHEREAS**, on March 18, 2009 the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2009-05, establishing a Policy and Procedures Manual applicable to Board of Directors and District staff; and

**WHEREAS**, on December 18, 2019, the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2019-16, amending the District's Policy and Procedures Manual, revising Part II; and

**WHEREAS**, upon review and discussion, the Personnel Committee of the Board of Directors has recommended changes to the District's policies to allow for greater flexibility for compensable director attendance at training and events; and

**WHEREAS**, the Board of Directors desires to implement a new numbering system to the Policies and Procedures Manual for organization and clarity; and

**WHEREAS**, the Board of Directors has reviewed and considered the said policy revisions attached hereto as Exhibits A and B and finds the policies relevant and acceptable, and deems it to be in the best interests of the District that the following actions be taken,

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

1. The BCVWD Policies and Procedures Manual, Part II Section 12 – Training, Education and Conferences is hereby replaced in its entirety with Policy 4060 attached hereto as Exhibit A
2. The BCVWD Policies and Procedures Manual Part II Section 13 – Remuneration / Director Per Diem Fees is hereby replaced in its entirety with Policy 4065 attached hereto as Exhibit B.

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

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

*Signatures on next page*

//  
//  
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ATTEST:

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

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

Attachments:

- Exhibit A: Policy 4060 Training, Education and Conferences
- Exhibit B: Policy 4065 Remuneration / Per Diem Fees

DRAFT

POLICY TITLE: TRAINING, EDUCATION AND CONFERENCES  
POLICY NUMBER: 4060

## Exhibit A

4060.1 **Policy.** The Beaumont-Cherry Valley Water District takes its stewardship over the use of limited public resources seriously. Public resources should only be used when there is a substantial benefit to the District.

1. Educational conferences and meetings are considered to provide substantial benefit. Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operations. Hence, there is no limit on the number of Directors attending a particular conference or seminar when it is determined that their attendance is beneficial to the District. Such benefits include:
  - a. The opportunity to discuss the community's concerns with local, State and federal officials;
  - b. Participating in regional, state, and national organizations whose activities affect the District;
  - c. Attending educational seminars designed to improve officials' skill and information levels.
2. "Junkets" (tours or journeys for pleasure at public expense), however, will not be permitted.

4060.2 **Expenses.** It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual, necessary, and reasonable expenses incurred for tuition, travel, lodging, and meals as a result of training, educational course, participation with professional organizations, and attendance at local, state, and national conferences that serve the interests of the District.

1. Staff as assigned by the General Manager is responsible for making arrangements for Directors for conference and registration expenses.
2. Reimbursement shall include necessary expenses for meals, lodging, authorized incidentals (see Policy 4070 Payment of Expenses Incurred on District Business), and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the assigned staff member within 30 days of the incurred expense on a District-supplied Expense Form, together with original, valid receipts in accordance with State law. Reimbursement rates shall not exceed the Internal Revenue Services rates as established in Publication 463.
3. Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to incurring any reimbursable costs.
4. Pre-approved seminars, workshops, courses, professional organization meetings, and conferences shall be those enumerated in the current year's BCVWD Pre-Approved Events and Director Appointments List as adopted by the Board.
5. Expenses to the District for Directors' training, education, and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations, if any, provided by the event sponsor and by:
  - a. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates or using other less expensive nearby lodging.
  - b. Directors traveling together whenever feasible and economically beneficial.
  - c. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

4060.3 **Notice.** A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after the Director has announced his/her pending resignation, or if it occurs after an election in which it has been determined that the Director will not retain his/her seat on the Board. A Director shall not attend a conference or training event when there is no significant benefit to the District.

4060.4 **Reimbursement.** Upon returning from seminars, workshops, conferences, etc. where expenses are paid and/or reimbursed by the District, Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.

DRAFT

POLICY TITLE: REMUNERATION/DIRECTOR PER DIEM FEES  
POLICY NUMBER: 4065

## Exhibit B

4065.1 **Remuneration.** Members of the Board of Directors shall be eligible to receive a “per diem” for each day of service rendered as an officer of the Board. The “per diem” amount shall be established by the Board and be consistent with applicable State law.

4065.2 **Limit.** Per diem compensation is limited to no more than 10 days per month, as established by Water Code Section §20202.

4065.3 **Attendance.** For purposes of this section, attendance includes:

1. Physical presence at the majority of a meeting, event, conference or occurrence listed in section 4065.4 below, unless presence for a lesser period is authorized by the Board President, or, for a committee meeting, by the committee chair;
2. Participation by teleconference at the majority of a meeting pursuant to California Government Code §54953;
3. Participation in an approved home study or online Ethics course to meet the requirements of Government Code §§53234-53235.5 when participation has been authorized by the Board President.

4065.4 **Eligibility.** Matters of District business eligible for per diem shall include, but not be limited to:

1. **General Director Preapproved Activities/Events.** The following activities/events are preapproved for all Directors:
  - a. **Board and Committee Meetings.** All regular and special board meetings and committee meetings for appointed members, as defined in Government Code §54952.2.
  - b. Activities as enumerated in the BCVWD Pre-Approved Events and Director Appointments list as approved by the Board of Directors at the annual reorganization meeting in December, or as otherwise approved mid-year by the Board of Directors.
  - c. **Training Seminars.**
    - i. State mandated ethics training - the entire two-hour course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.
    - ii. State mandated sexual harassment training - the entire course counts as ONE day of service, even if the coursework is completed over more than one 24-hour period.
2. **Other Activities/Events, Authorization.** Directors may seek authorization to attend other functions that constitute the performance of official duties. Directors desiring to attend other events should obtain pre-approval from the Board in order to receive a per diem and expense reimbursement.
3. **New Directors Orientation.** New Directors may receive 1 per diem and expense reimbursement for an orientation program that meets the following criteria:
  - a. Is part of a planned orientation schedule.
  - b. The orientation meeting is at least two (2) hours in duration.
  - c. The per diems for this purpose must be claimed during the first 2 months of service on the Board.
  - d. New Directors may also attend a formal harassment awareness training seminar for District employees.
4. **Non-authorized Activities/Events.** The following activities/events are not eligible for per diem or expense claims:

- a. Retirement receptions for Beaumont-Cherry Valley Water District employees/Directors.
  - b. Beaumont-Cherry Valley Water District picnics or other social functions.
5. **Travel.** Per diem shall include travel days to and from business meetings as appropriate. Board members shall not count travel to meetings within the Counties of Riverside or San Bernardino as a reimbursable or compensable per diem travel day.
6. **Requests.** In the event that circumstances prevent the per diem request from being considered in the manner described herein, a Director may submit a request to the Board for a per diem for having attended a meeting or conference with the understanding that the Board may not approve the request.
7. **Reports.** A Director who requests compensation ("per diem") for attendance at a meeting other than a regular, special, or committee meeting of the Board shall provide a brief report of the meeting to the Board at a regular meeting of the Board of Directors following the meeting that was attended. If multiple Board members attended, a joint report may be made.
8. **Review.** Directors' per diem fees shall be reviewed by the Board annually in October of each year with any increase to be effective January 1 of the next calendar year.


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### WATER CODE - WAT

**DIVISION 10. FINANCIAL SUPERVISION OF DISTRICTS [20200 - 20220]** (*Division 10 added by Stats. 1943, Ch. 371.*)

**CHAPTER 2. Compensation of Water District Directors [20200 - 20207]** (*Chapter 2 added by Stats. 1984, Ch. 186, Sec. 1.*)

**20200.** As used in this chapter, "water district" means any district or other political subdivision, other than a city or county, a primary function of which is the irrigation, reclamation, or drainage of land or the diversion, storage, management, or distribution of water primarily for domestic, municipal, agricultural, industrial, recreation, fish and wildlife enhancement, flood control, or power production purposes. "Water districts" include, but are not limited to, irrigation districts, county water districts, California water districts, water storage districts, reclamation districts, county waterworks districts, drainage districts, water replenishment districts, levee districts, municipal water districts, water conservation districts, community services districts, water management districts, flood control districts, flood control and floodwater conservation districts, flood control and water conservation districts, water management agencies, water agencies, and public utility districts formed pursuant to Division 7 (commencing with Section 15501) of the Public Utilities Code.

(Amended by Stats. 2007, Ch. 213, Sec. 5. Effective January 1, 2008.)

**20201.** Notwithstanding any other provision of law, the governing board of any water district may, by ordinance adopted pursuant to this chapter, provide compensation to members of the governing board, unless any compensation is prohibited by its principal act, in an amount not to exceed one hundred dollars (\$100) per day for each day's attendance at meetings of the board, or for each day's service rendered as a member of the board by request of the board, and may, by ordinance adopted pursuant to this chapter, in accordance with Section 20202, increase the compensation received by members of the governing board above the amount of one hundred dollars (\$100) per day.

It is the intent of the Legislature that any future increase in compensation received by members of the governing board of a water district be authorized by an ordinance adopted pursuant to this chapter and not by an act of the Legislature.

For purposes of this section, the determination of whether a director's activities on any specific day are compensable shall be made pursuant to Article 2.3 (commencing with Section 53232) of Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code.

(Amended by Stats. 2005, Ch. 700, Sec. 27. Effective January 1, 2006.)

**20201.5.** Reimbursement for expenses of members of a governing board of a water district is subject to Sections 53232.2 and 53232.3 of the Government Code.

(Added by Stats. 2005, Ch. 700, Sec. 28. Effective January 1, 2006.)

**20202.** In any ordinance adopted pursuant to this chapter to increase the amount of compensation which may be received by members of the governing board of a water district above the amount of one hundred dollars (\$100) per day, the increase may not exceed an amount equal to 5 percent, for each calendar year following the operative date of the last adjustment, of the compensation which is received when the ordinance is adopted.

No ordinance adopted pursuant to this chapter shall authorize compensation for more than a total of 10 days in any calendar month.

(Amended by Stats. 1989, Ch. 111, Sec. 1.)

**20203.** Any water district described in Section 20201 is authorized to adopt ordinances pursuant to this chapter. No ordinance shall be adopted pursuant to this chapter except following a public hearing. Notice of the hearing shall be published in a newspaper of general circulation pursuant to Section 6066 of the Government Code.

*(Added by Stats. 1984, Ch. 186, Sec. 1.)*

**20204.** An ordinance adopted pursuant to this chapter shall become effective 60 days from the date of its final passage. The voters of any water district shall have the right, as provided in this chapter, to petition for referendum on any ordinance adopted pursuant to this chapter.

*(Added by Stats. 1984, Ch. 186, Sec. 1.)*

**20205.** If a petition protesting against the adoption of the ordinance is presented to the governing board of the water district prior to the effective date of the ordinance, the ordinance shall be suspended and the governing board shall reconsider the ordinance.

If the number of votes cast for all candidates for Governor at the last gubernatorial election within the boundaries of the water district exceeds 500,000, the ordinance is subject to referendum upon presentation of a petition bearing signatures of at least 5 percent of the entire vote cast within the boundaries of the water district for all candidates for Governor at the last gubernatorial election. If the number of votes cast for all candidates for Governor at the last gubernatorial election within the boundaries of the water district is less than 500,000, the ordinance is subject to referendum upon presentation of a petition bearing signatures of at least 10 percent of the entire vote cast within the boundaries of the water district for all candidates for Governor at the last gubernatorial election.

*(Added by Stats. 1984, Ch. 186, Sec. 1.)*

**20206.** If the governing board does not entirely repeal the ordinance against which a petition is filed, the governing board shall submit the ordinance to the voters either at a regular election or a special election called for the purpose. The ordinance shall not become effective unless and until a majority of the votes cast at the election are cast in favor of it. If the ordinance is not approved by the voters, no new ordinance may be adopted by the governing board pursuant to this chapter for at least one year following the date of the election.

*(Added by Stats. 1984, Ch. 186, Sec. 1.)*

**20207.** Except as otherwise provided in this chapter, the provisions of the Elections Code applicable to the right of referendum on legislative acts of districts shall govern the procedure on ordinances against which a petition is filed.

*(Added by Stats. 1984, Ch. 186, Sec. 1.)*




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### GOVERNMENT CODE - GOV

**TITLE 5. LOCAL AGENCIES [50001 - 57607]** ( Title 5 added by Stats. 1949, Ch. 81. )

**DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]** ( Division 2 added by Stats. 1949, Ch. 81. )

**PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]** ( Part 1 added by Stats. 1949, Ch. 81. )

**CHAPTER 2. Officers and Employees [53200 - 53299]** ( Chapter 2 added by Stats. 1949, Ch. 81. )

**ARTICLE 2.3. Compensation [53232 - 53232.4]** ( Article 2.3 added by Stats. 2005, Ch. 700, Sec. 3. )

**53232.** For the purposes of this article, the following terms have the following meanings:

- (a) "Governing body" means the board of supervisors in the case of a county or a city and county, the city council or board of trustees in the case of a city, and the board of directors or other governing body in the case of a special district.
- (b) "Legislative body" has the same meaning as specified in Section 54952.
- (c) "Local agency" means a city, county, city and county, charter city, charter county, charter city and county, or special district.
- (d) "Meeting" has the same meaning as specified in subdivision (a) of Section 54952.2.  
(Added by Stats. 2005, Ch. 700, Sec. 3. Effective January 1, 2006.)

**53232.1.** (a) When compensation is otherwise authorized by statute, a local agency may pay compensation to members of a legislative body for attendance at the following occurrences:

- (1) A meeting of the legislative body.
- (2) A meeting of an advisory body.
- (3) A conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234).
- (b) A local agency may pay compensation for attendance at occurrences not specified in subdivision (a) only if the governing body has adopted, in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a member of the legislative body may receive payment.
- (c) This section shall not apply to any local agency that pays compensation in the form of a salary to members of a legislative body, including, but not limited to, those local agencies whose legislative bodies' compensation is subject to Section 36516 or 36516.1, subparagraph (B) or (C) of paragraph (2) of subdivision (a) of Section 21166 or Section 22840 of the Water Code, Section 11908.1 of the Public Utilities Code, Section 6060 of the Harbors and Navigation Code, or subdivision (b) of Section 1 or Section 5 of Article XI of the California Constitution.  
(Added by Stats. 2005, Ch. 700, Sec. 3. Effective January 1, 2006.)

**53232.2.** (a) When reimbursement is otherwise authorized by statute, a local agency may reimburse members of a legislative body for actual and necessary expenses incurred in the performance of official duties, including, but not limited to, activities described in Article 2.4 (commencing with Section 53234).

- (b) If a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then the governing body shall adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses.

(c) The policy described in subdivision (b) may also specify the reasonable reimbursement rates for travel, meals, and lodging, and other actual and necessary expenses. If it does not, the local agency shall use the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication.

(d) If the lodging is in connection with a conference or organized educational activity conducted in compliance with subdivision (c) of Section 54952.2, including, but not limited to, ethics training required by Article 2.4 (commencing with Section 53234), lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of a legislative body at the time of booking. If the group rate is not available, the member of a legislative body shall use comparable lodging that is consistent with the requirements of subdivisions (c) and (e).

(e) Members of the legislative body shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.

(f) All expenses that do not fall within the adopted travel reimbursement policy or the Internal Revenue Service reimbursable rates as provided in subdivision (c), shall be approved by the governing body, in a public meeting before the expense is incurred, except as provided in subdivision (d).

(g) If a member of a legislative body chooses to incur additional costs that are above the rates established pursuant to this section and those costs have not been approved pursuant to subdivision (f), then the member of a legislative body may do so at his or her own expense.

(h) This section shall not supersede any other laws establishing reimbursement rates for local agencies.

*(Amended by Stats. 2006, Ch. 643, Sec. 10. Effective January 1, 2007.)*

**53232.3.** (a) If a local agency reimburses members of a legislative body for actual and necessary expenses incurred in the performance of official duties, then a local agency shall provide expense report forms to be filed by the members of the legislative body for reimbursement for actual and necessary expenses incurred on behalf of the local agency in the performance of official duties. Reimbursable expenses shall include, but not be limited to, meals, lodging, and travel.

(b) Expense reports shall document that expenses meet the existing policy, adopted pursuant to Section 53232.2, for expenditure of public resources.

(c) Members of a legislative body shall submit expense reports within a reasonable time after incurring the expense, as determined by the legislative body, and the reports shall be accompanied by the receipts documenting each expense.

(d) Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

(e) All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

*(Added by Stats. 2005, Ch. 700, Sec. 3. Effective January 1, 2006.)*

**53232.4.** Penalties for misuse of public resources or falsifying expense reports in violation of expense reporting polices may include, but are not limited to, the following:

(a) The loss of reimbursement privileges.

(b) Restitution to the local agency.

(c) Civil penalties for misuse of public resources pursuant to Section 8314.

(d) Prosecution for misuse of public resources, pursuant to Section 424 of the Penal Code.

*(Added by Stats. 2005, Ch. 700, Sec. 3. Effective January 1, 2006.)*



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 7

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT: Adopt Annual List of BCVWD Pre-Approved Events and Director Appointments**

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**Staff Recommendation**

Discuss and adopt the Annual List of BCVWD Pre-Approved Events and Director Appointments as desired.

**Background**

As part of the revision of the Remuneration / Per Diem Fees policy, the list of pre-approved events would be eliminated from the policy document and would be adopted on an annual basis in order to provide flexibility and ease of changes.

Special district board members are often expected to attend a variety of events in the performance of their duties, including trainings, community outreach events, conferences, and local agency meetings. The expenses associated with these activities, including travel, lodging and food costs, can be significant. Fortunately, the Legislature has recognized the costs associated with serving as a board member and granted special districts with the authority to provide reimbursements.

BCVWD's statutory authority falls under the reimbursement procedures set out in Government Code sections 53232.2 – 53232.4. Special districts generally must only reimburse Board members for actual and necessary expenses incurred in the performance of official duties and adopt a written policy (Policy 4060, as noted in the previous agenda item) that specifies the types of expenses that may be reimbursed. Other requirements on board members include the filing of expense reports with special district boards and providing brief reports on the meetings requiring reimbursement. The misuse of reimbursement funds can result in the loss of reimbursement privileges as well as civil and even criminal penalties. Therefore, special districts should ensure its reimbursement policies are consistent with these sections and that Board members are only being reimbursed for actual and necessary expenses.

- Adapted from California Special Districts Association – *“Understanding Special District Board Member Compensation”* by Meyers-Nave (Oct 2019)



## Consideration

The adoption of an Annual List of BCVWD Pre-Approved Events and Director Appointments will help ensure good stewardship of public resources and compliance with BCVWD policy: "The Beaumont-Cherry Valley Water District takes its stewardship over the use of limited public resources seriously. Public resources should only be used when there is a substantial benefit to the District." It is the responsibility of the Board to set out guidelines as to what constitutes substantial benefit to the District.

## Summary

Included in the proposed **BCVWD Pre-Approved Events and Director Appointments** are items as directed by the Personnel Committee and those listed in current policy. Effort has been made to align the draft Pre-Approved Events and Director Appointments with the annual reorganization of the Board of Directors and specific appointments made at the pleasure of the Board President.

### Conferences, Workshops, Training, Meetings and Tours

All directors would be pre-approved to attend these functions, consistent with BCVWD conferences policy: "Educational conferences and professional meetings are considered to provide substantial benefit. Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District."

### President's Appointments and Director Assignments

Note that some activities are subject to appointment or assignment by the Board President. Traditionally, the President has made an appointment of a primary and an alternate designee. The Personnel Committee suggested addition of a third designation, resulting in a primary, secondary, and alternate. Presumably, this would allow two designees to attend a meeting and be eligible for per diem compensation, rather than one allowable per diem.

It is customary that the Board President assign a representative to attend a specific meeting or function when they are unable to do so, when such attendance would normally be the duty of the president.

### Ad Hoc Committees as appointed

The creation and dissolution of ad hoc committees and the appointment of members to ad hoc committees are at the pleasure of the president and may not belong on this document due to their transitory nature. It is presented here for consideration, but staff recommends retaining the usual annual Board reorganization procedure.

### Voting Delegates

With increased participation in conferences, the Board may want to consider appointment of voting delegates for instances where such votes are available as a member of an organization.



### Activities / Events requiring separate Board pre-approval

It is the responsibility of the Board to determine which events are within stated policy: Section 12A - *Public resources should only be used when there is a **substantial benefit** to the District.* Therefore, there are some events listed that staff recommends continuing to require separate Board pre-approval on a case-by-case basis to allow the Board to make an appropriate determination. For example, the Board may consider whether attendance at the Cherry Festival constitutes substantial benefit to the District based on variables that may change from year to year.

### Fiscal Impact

There will be added costs of per diem compensation and reimbursable expenses related to any increase in Director attendance at events.

### Attachments

1. Sample proposed Annual List of BCVWD Pre-Approved Events and Director Appointments
2. Worksheet of BCVWD Pre-Approved Events and Director Appointments

Staff Report prepared by Lynda Kerney, Administrative Assistant

**DRAFT – PROPOSED NEW ANNUAL AGENDA ITEM**

**BCVWD PRE-APPROVED EVENTS AND DIRECTOR APPOINTMENTS  
Adopted 00/00/2021**

Reference: BCVWD Policies and Procedures Manual Part II Sections 12 - 15  
For the purposes of satisfying the above policies, the following items are pre-approved for Director claims for per diem compensation, and reimbursement of expenses

<b>Conferences, Workshops, Training, Meetings and Tours</b>	
ACWA and ACWA/JPIA	<b>All directors are pre-approved to attend these functions</b>
ACWA Region 9 meetings and events	
Beaumont Basin Watermaster	
Beaumont Chamber of Commerce Breakfasts	
BIA of Southern California Water Conference	
Brown Act training	
California Special Districts Association	
City of Beaumont – any official city meeting	
City of Banning – any official city meeting	
New Board member orientation (see policy specifics)	
Riverside County Water Task Force	
Special Districts Leadership Academy	
State-mandated ethics training (one day of service)	
State-mandated sexual harassment training (one day of service)	
WEF annual Water Summit and Water 101 Workshop	
Urban Water Institute	

<b>President’s Appointments and Director Assignments</b>			
<b>Meetings (compensable as designated)</b>	<b>Primary</b>	<b>Secondary</b>	<b>Alternate</b>
ACWA Committees			
SGPWA Regular and Special Board Meetings			
SGP Regional Water Alliance	Slawson		
Riverside County LAFCO meetings at which District business is discussed or affected as part of the LAFCO agenda			
Collaborative Agencies Committee			
Special Districts Association of Riv Co			
Meetings with members of the legislative, executive, or judicial branch of the state or federal government when attendance is directed by the President			
Meetings or official events of legislative bodies of other governmental agencies as assigned by the President to represent the District			
Meetings with the General Manager, District Counsel, or Board President on matters of District business			
Other meetings or events for Board members appointed by the President to attend such meeting or event on behalf of the District			

<b>Ad Hoc Committees as appointed</b>	<b>Primary</b>	<b>Alternate</b>
Bogart Park		
Communications		
Recycled Water 2x2		
Sites Reservoir		

<b>Voting Delegates</b>	<b>Primary</b>	<b>Alternate</b>
ACWA conferences	President	Vice President
ACWA Region 9	President	Vice President
ACWA / JPIA		
Special Districts Association of Riv Co*		

*For the purposes of satisfying the above policies, the following items require separate, individual Board pre-approval for Director claims for per diem compensation, and reimbursement of expenses.*

Decision-making guidance: BCVWD Policies and Procedures Manual Part II, Section 12A:  
*Public resources should only be used when there is a substantial benefit to the District*

<b>Activities / Events requiring separate Board pre-approval</b>
Beaumont Chamber of Commerce – other events
Beaumont Unified School District water-related events
Other civic or community functions (festivals, recreation activities, sports, lectures, etc.)
Water Education Foundation conferences, tours, seminars
Tours of BCVWD facilities
Dedication ceremonies, open houses, groundbreaking ceremonies, ribbon-cutting ceremonies, anniversary celebrations
Receptions, or retirement or anniversary celebrations for other agency officials
Legislative roundtables, public hearings, project update meetings
Other agency or association dinner or luncheon functions
Meetings or events of ACWA Regions 1-8, and 10
Tri-State Seminar annual conference
Any other events not specifically pre-authorized

The Board has determined that these events do not comport with BCVWD policy for reimbursement or compensation:

<b>Activities / Events not eligible for per diem or expense claims (non-compensable)</b>
Beaumont Chamber of Commerce – other events (socials, mixers, etc.)
Retirement receptions for BCVWD employees or Board members
BCVWD picnics or other social functions

<b>Acronyms</b>		
ACWA / JPIA	ACWA Joint Powers Insurance Authority	<a href="https://www.acwajpia.com/training-2/">https://www.acwajpia.com/training-2/</a>
BIA	Building Industry Association	<a href="https://riversidebia.org/">https://riversidebia.org/</a>
CSDA	California Special Districts Association	<a href="http://csda.net/home">http://csda.net/home</a>
LAFCO	Riverside County Local Agency Formation Commission	<a href="https://lafco.org/">https://lafco.org/</a>
SDARC	Special Districts Association of Riverside County	<a href="https://www.csda.net/about-csda/chapters-networks/chapter-riverside-county">https://www.csda.net/about-csda/chapters-networks/chapter-riverside-county</a>
SDLA	Special District Leadership Foundation	<a href="https://sdla.csda.net/home">https://sdla.csda.net/home</a>
SGPWA	San Geronio Pass Water Agency	<a href="https://www.sgpwa.com/">https://www.sgpwa.com/</a>
SGPRWA	San Geronio Pass Regional Water Alliance	<a href="http://www.passwateralliance.com/">http://www.passwateralliance.com/</a>
Tri-State	Tri-State Seminar, LLC	<a href="https://tristateseminar.com/">https://tristateseminar.com/</a>
WEF	Water Education Foundation	<a href="https://www.watereducation.org/tours-events">https://www.watereducation.org/tours-events</a>
UWI	Urban Water Institute	<a href="http://www.urbanwater.com">www.urbanwater.com</a>

\*BCVWD is not a member of the SDARC, but the Board may consider membership

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## BCVWD PRE-APPROVED EVENTS AND DIRECTOR APPOINTMENTS WORKSHEET

The following is a non-exhaustive list of potential events and functions that the Board may consider and make findings as whether or not providing substantial benefit to the District.

Conferences, Workshops, Training, Meetings and Tours	
ACWA and ACWA/JPIA	
ACWA Region 9 meetings and events	
Beaumont Basin Watermaster	
Beaumont Chamber of Commerce Breakfasts	
BIA of Southern California Water Conference	
Brown Act training	
California Special Districts Association	
City of Beaumont – any official city meeting	
City of Banning – any official city meeting	
New Board member orientation (see policy specifics)	
Riverside County Water Task Force	
Special Districts Leadership Academy	
State-mandated ethics training (one day of service)	
State-mandated sexual harassment training (one day of service)	
WEF annual Water Summit and Water 101 Workshop	
Urban Water Institute	

<b>President's Appointments and Director Assignments</b>			
<b>Meetings (compensable as designated)</b>	<b>Primary</b>	<b>Secondary</b>	<b>Alternate</b>
ACWA Committees			
SGPWA Regular and Special Board Meetings			
SGP Regional Water Alliance	Slawson		
Riverside County LAFCO meetings at which District business is discussed or affected as part of the LAFCO agenda			
Collaborative Agencies Committee			
Special Districts Association of Riv Co			

<b>Activities / Events requiring separate Board pre-approval</b>	
Beaumont Chamber of Commerce – other events	
Beaumont Unified School District water-related events	
Other civic or community functions (festivals, recreation activities, sports, lectures, etc.)	
Water Education Foundation conferences, tours, seminars	
Tours of BCVWD facilities	
Dedication ceremonies, open houses, groundbreaking ceremonies, ribbon-cutting ceremonies, anniversary celebrations	
Receptions, or retirement or anniversary celebrations for other agency officials	
Legislative roundtables, public hearings, project update meetings	
Other agency or association dinner or luncheon functions	
Meetings or events of ACWA Regions 1-8, and 10	
Tri-State Seminar annual conference	
Any other events not specifically pre-authorized	

Activities / Events not eligible for per diem or expense claims (non-compensable)
Beaumont Chamber of Commerce – other events (socials, mixers, etc.)
Retirement receptions for BCVWD employees or Board members
BCVWD picnics or other social functions

**NOTES:**



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 8

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Appointment of Member of the Finance & Audit Committee for Calendar Year 2021**

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**Staff Recommendation**

Presidential appointment of a director to a vacancy on the Finance & Audit Committee, a standing committee of the Board of Directors.

**Background**

District's Policies and Procedures Part II Section 3C, Appointment states:

*"The Board President shall appoint and publicly announce the members of the standing committees for the ensuing year no later than the Board's regular meeting in December."*

At the December 14, 2020 meeting of the Board of Directors, President Slawson appointed Director David Hoffman, Chair, Director John Covington, member, and Director Lona Williams, alternate to the Finance & Audit Committee for calendar year 2021. Committee members serve at the pleasure of the Board President.

**Summary**

Due to resignation of committee member Director Covington, the President must appoint a director to the vacancy.

<b>F&amp;A Committee</b>	<b>Current Member</b>	<b>New Member</b>
Committee Chair	Hoffman	
Committee Member	Vacant	
Alternate	Williams	

**Fiscal Impact**

No additional fiscal impact above already budgeted amounts for director per diem compensation for meetings.

Staff Report by Lynda J. Kerney, Administrative Assistant



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 9

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Authorize the General Manager to Execute an Agreement for a Compensation Study for an Amount not to exceed \$25,420.00**

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**Staff Recommendation**

Authorize the General Manager to execute an agreement with Koff & Associates for a Compensation study for an amount not to exceed \$25,420.00.

Staff recommends that the selected consultant use the same ten comparator agencies as surveyed in the 2017 study (for a savings of \$1,550.00). Alternatively, the consultant would be requested to reevaluate the comparator agencies and conduct a full comparator analysis. Direct staff as desired.

**Background**

On December 17, 2017, the Board adopted a Memorandum of Understanding (MOU) between the Beaumont-Cherry Valley Water District and the Employee Association. This MOU is valid from January 1, 2018 until December 31, 2021, and the District is in the process of preparing for negotiations for a new MOU this year.

Article 38, "Term Agreement", states "The District agrees to conduct a compensation survey prior to the expiration of this agreement to facilitate salary range discussions to be considered for next term."

The Personnel Committee has been fully informed throughout the RFP process and after detailed discussion at its meeting of January 25, 2021, the Committee directed staff to present the proposals, once received, directly to the Board for consideration.

A Compensation Study was previously conducted by Koff & Associates in 2017 for the District using ten comparator agencies:

1. City of Banning Water Department
2. City of Redlands Water Department
3. Cucamonga Valley Water District
4. Desert Water Agency
5. East Valley Water District
6. Hi-Desert Water District
7. Lake Hemet Municipal Water District
8. Rancho California Water District
9. West Valley Water District
10. Yucaipa Valley Water District



Comparator agencies were selected with a preference for a similar organizational type and structure, service population, staff, operational budget, scope of services, and geographic location.

### **Summary**

On May 24, 2021, the District issued a Request for Proposals (RFP) for the proposed compensation study (**Attachment 1**). The RFP was published in a local newspaper, The Record Gazette, and was sent to the following consultants/organizations directly:

- CPS HR Consulting
- HR Dynamics
- Koff & Associates
- Ralph Anderson & Associates
- Regional Governmental Services (RGS)
- Reward Strategy Group (RSG)

One proposal was received for the project within the deadline from Koff & Associates. Koff is currently working with the District on a Classification project. There was no response from the other consultants other than to acknowledge receipt of the District's Request for Proposals.

Sabrina Foley, Human Resources Coordinator, and William Clayton, Acting Director of Finance and Administrative Services, met on 7/1/2021 to evaluate the proposal received. The proposal was evaluated using the following criteria:

- Organization and dedication of consultant personnel
- Ability to meet the requirements of the proposal
- Elements of the study, including the proposed methodology for the study

Cost proposals were submitted under separate cover and were evaluated after the main proposal had been scored. Cost was considered secondarily to the contents of the proposal document.

Human Resources staff conducted reference checks with the contact information provided in the proposal received from Koff & Associates. Koff & Associates was highly recommended by the Cucamonga Valley Water District, East Valley Water District, Eastern Municipal Water District, and Western Municipal Water District. Koff & Associates is familiar with working with the unique needs of water districts and special districts and is experienced with working in vicinity to the District's service area. Koff & Associates also previously worked with the District in 2016/2017 for a compensation study and completed the requirements of the project to the Board's satisfaction.

Koff & Associates earned a high score from both evaluators for their technical proposal. The proposal suggested extending the deadline for deliverables by approximately four weeks to ensure a quality result, which staff will take under advisement. Koff & Associates is able to begin work on the study as soon as July 15, 2021. Additionally, Koff & Associates will be able to complete the Compensation study concurrently with the conclusion of our Classification study



already in progress, which will help the District to meet our internal deadlines for completion of these projects.

Koff & Associates provided the option of utilizing the same ten comparator agencies as previously determined in the District's last compensation study for a savings of \$1,550 of the not-to-exceed cost. Staff requests that the Board provide direction as to whether the previously determined comparators are agreeable, or if the District desires a reevaluation of the comparator agencies.

Staff recommends the Board authorize the General Manager to execute an agreement with Koff & Associates to complete a compensation study for the District (**Attachment 2**).

### **Fiscal Impact**

The total cost of the project is not to exceed \$25,420.00. Koff & Associates estimates the project will take 164 professional hours, and the cost proposal includes all expenses. This project is currently budgeted within the Human Resources department's approved budget as adopted by the Board of Directors for 2021. The project is projected to be concluded in 2021 and will not require transfers or continuing appropriations in the next fiscal year.

There may be additional expenses if the District would like to retain the services for Koff & Associates in the event that a formal appeals process is required upon completion of the project.

There may be long-term financial considerations based on the results of the completed studies for additional consideration by the Board of Directors if the recommendations of the studies are implemented. These considerations may include changes to the existing salary schedule, organization chart, and/or benefits offerings.

### **Attachments**

1. Request for Proposals for Classification Study, 5/24/2021
2. Proposed Professional Services Agreement

*Staff Report prepared by Sabrina Foley, Human Resources Coordinator*



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

### **Request for Proposals For Compensation Study**

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

RFP Posting Date  
**May 24, 2021**

RFP Due Date  
**June 30, 2021  
at 4:00 P.M.**



## CONTENTS

- A. BACKGROUND
- B. SCOPE OF WORK
- C. SPECIAL PROVISIONS
- D. SAMPLE OF PROFESSIONAL SERVICE AGREEMENT

## SECTION A BACKGROUND

### I. INTRODUCTION

Beaumont-Cherry Valley Water District (District, or BCVWD) invites qualified firms/consultants to submit proposals for conducting a comprehensive compensation study. The required services are herein described in the Scope of Work.

### II. DISTRICT PROFILE

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

The District is located in the foothills of the San Bernardino Mountains, approximately 75 miles east of Los Angeles along interstate 10. With a service area encompassing approximately 28 square miles, the District provides potable water and non-potable water service to nearly 20,000 connections within the City of Beaumont, City of Calimesa and the unincorporated Community of Cherry Valley in Riverside and San Bernardino Counties in Southern California.

### III. BACKGROUND AND OBJECTIVE (BCVWD)

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

The District currently employs thirty-five (35) full time employees in 29 classifications. Some classifications are represented by the District's Employee Association bargaining unit governed by a Memorandum of Understanding (MOU), with three employee representatives.

Terms in the current MOU require the District to conduct a compensation survey prior to the expiration of the MOU agreement. The current MOU went into effect on January 1, 2018 and expires on December 31, 2021. For this reason, the District is seeking proposals from qualified firms/consultants to perform a compensation study in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). Specific information on the District's existing classification plan and salary schedule is included. In order to gain the most benefit from a compensation survey, the District is currently conducting a classification study to update the District's



## IV. DISTRICT BENEFITS AS PART OF THE COMPENSATION PACKAGE

### 1. Retirement

The District contracts with CalPERS to provide the 2.7% at 55 retirement formula. The District pays the required PERS employer contribution as well as a % of the employees' contribution:

- a. 8% for employees hired before 2001;
- b. 1% for employees hired between 2001 – 2010; and
- c. 0% for employees hired after 2011.

Employees hired after January 1, 2013 pay a contribution of 8% of annual salary.

New hires who are new members to CalPERS and fall under the California Public Employees' Pension Reform Act (PEPRA), hired on or after January 1, 2013, will be contracted under the 2% at 62 retirement formula. Additionally, the district participates in the Social Security program.

### 2. Health Benefits - Medical

The District provides 100% of medical benefits for the employees and their eligible dependents. The District offers four HMO health plans to choose from. Enrollment in one of the plans is mandatory. Coverage is effective the first day of the month following the date of hire.

### 3. Life & Accidental Death and Dismemberment (AD&D) Insurance

Employees are provided with a district-paid Life and AD&D policy of the equivalency of one year's salary.

### 4. Deferred Compensation

A 457(b) Plan is available to all employees. Enrollment is voluntary. The District does not contribute to the 457 Plan.

A 401(a) Plan is available to the General Manager. The District does not contribute to the 401(a) Plan.

### 5. Holidays

The District offers 10 paid holidays plus employee's birthday.

### 6. Administrative Leave

40 hours of Administrative Leave is offered to the General Manager each year.

### 7. Vacation Leave

Annual Vacation Leave will be earned at 80 hours per year for the first four years of employment.

### 8. Sick Leave

Sick Leave will be earned at 96.2 hours per year.

## SECTION B SCOPE OF WORK

### I. SCOPE OF SERVICES

Beaumont-Cherry Valley Water District (District) is seeking proposals from qualified human resources firms/consultants to conduct a thorough analysis of the District's comprehensive compensation structure to determine whether the design is appropriate and efficient for current and future operational demands and determine whether the District's compensation and benefit packages are competitive to attract and retain a quality workforce. Moreover, the District is currently working on creating and revising administrative policies and programs as well as rewriting personnel policies and procedures.

#### A. Required Tasks

1. Review of current compensation plan, practices, and related issues.
2. Recommend and assist in establishing an expansive list of appropriate comparable water districts.
3. Conduct a comprehensive total compensation survey, including benefits, using the final list of comparable agencies as agreed upon by BCVWD, using not only job titles, but duties and responsibilities based upon the classification specifications from BCVWD.
4. Recommend appropriate benchmark classifications.
5. Assess each classification systematically in relation to comparable water districts as appropriate.
6. Provide written report of methods, techniques, and data for the assessment of each position.
7. Develop externally competitive and internally equitable salary recommendations for each job class included in the study.
8. Conduct an analysis of leave benefits including holidays, sick leave, administrative leave, and vacation.
9. Make recommendations covering special compensation issues such as salaries above the maximum, seniority, market conditions, maintenance of the salary schedules; education rewards; bilingual pay; certification pay; and other creative recommendations that include performance-based incentives as part of total compensation.
10. Define how compensation elements will be valued to provide appropriate comparison (for example, tiered retirement system or different retirement formulas).
11. Contact identified comparable agencies to develop compensation data for comparison.
12. The survey should examine what similar agencies in the vicinity are offering as compensation, including benefits. The completed survey will provide an analysis and recommendations, and if necessary, the adjustment of salaries.
13. Report shall include a list of recommendations that shall be prioritized in order of measured level of importance with clearly defensible justification in support of each recommendation and a cost benefit analysis for any funding required for

implementing a particular recommendation the cost benefit analysis shall include both short- and long-term anticipated savings and net savings.

14. Complete an internal base salary relationship analysis, including the development of appropriate internal relationship guidelines.
15. Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as a market survey.
16. Present a final draft compensation report for review by BCVWD's key staff.

#### B. Deliverables

1. Biweekly progress reports on project status.
2. Consultant to schedule an initial meeting with the General Manager, Director of Finance & Administrative Services, and Human Resources District staff to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
3. Consultant to meet with department heads to explain study and process to be used.
4. Draft compensation study report no later than August 23, 2021.
5. Final compensation study report no later than September 1, 2021. BCVWD shall be provided with both electronic and hard copy reports. The final report should also include a description of the general methodology utilized to calculate the various elements of compensation.

## II. CONTRACT AWARD

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

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

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

Human Resources staff and a selection committee will review and evaluate all qualified proposals utilizing a forced ranking system. Based on feedback from the committee, BCVWD may conduct telephonic interviews with top ranked candidates as well as reference checks.

### III. PROPOSAL REQUIREMENTS: FORMAT AND CONTENT

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

All Questions should be in writing and directed to Sabrina Foley, Human Resources Coordinator.

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

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs. The proposal must be assembled in the following order, with tabs separating each section.

1. A description of the organization's professional qualifications.
2. A statement indicating the number of employees, by level, which will perform the study.
3. A resume for each employee who will be assigned to the District's Organizational Assessment and Compensation study, including:
  - a. Name of individual
  - b. Education/professional credentials
  - c. Experience with class and comp study
  - d. Hourly rates to be charged for each employee
  - e. Amount of time each employee will be dedicated to this study
  - f. Their position/role for this study
4. A separate listing of current and prior Assessments and Compensation study clients indicating the following:
  - a. Types of service performed; and
  - b. Names, addresses and telephone numbers of persons who may be contacted by BCVWD staff as references.
5. Indicate availability to proceed with work on or about July 15, 2021 and include a tentative schedule for completing the study (District anticipates a two-and-a-half-month completion schedule would be appropriate).

6. A written work plan outlining in detail how the firm/consultant proposes to perform the study requested and any information pertaining to any area of an organizational assessment and compensation study which is customarily reviewed during such a study which has not been mentioned in the "Scope of Services" section of the RFP. Such information includes tasks, services, activities, etc. with sufficient detail to convey the proposer's knowledge of the subjects and skills necessary to successfully complete the project. The firm/consultant may also present any creative approaches that might be appropriate and may provide any supporting documentation.
7. In a separate sealed envelope, provide a not-to-exceed cost estimate adequate to cover the scope of the project. The cost estimate should be itemized by task and include a list of charge out rates related to the names of key personnel to be used by the firm during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposal. All costs must be identified. This process is not considered a bid<sup>GE(1)</sup>, nor will cost alone decide who is selected. Please note that BCVWD relies heavily on the not to exceed amount and is reluctant to grant further increases unless substantial reasons are made for overage. A requested payment schedule should accompany the work schedule.

#### IV. EVALUATION PROCESS AND SELECTION CRITERIA

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

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

- Experience and qualifications of personnel assigned to this project and their availability.
- References from clients with similar projects.
- The quality of the proposed project approach, scope, value added, manner and thoroughness in which it is presented in the proposal.
- Price proposal (including expenses)

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

#### V. DISCRETION AND LIABILITY WAIVER

The District reserves the right to reject all proposals or to request and obtain from one or more of the firm's/consultant's submitting proposals, supplementary information as may



be necessary for District staff to analyze the proposals pursuant to the firm's/consultant's selection criteria.

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

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

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

## VI. INSURANCE REQUIREMENTS

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

## VII. PROPOSAL SCHEDULE

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

Notice Inviting Proposals for Compensation Study	May 28, 2021   [GE(2)]
Proposals Due	June 30, 2021
Evaluation & Possible Interview	July 1-7, 2021

Board of Directors Approval	July 14, 2021
Tentative Start Work Date	July 15, 2021
Draft Report Due	September 1, 2021
Final Report Due	September 8, 2021

### VIII. DIRECTION FOR SUBMITTING PROPOSAL

Closing Date: All proposals must be received by 4:00 PM on **June 30, 2021**.

Proposals: Please submit one (1) original unbound copy, and six (6) copies in a sealed envelope marked – **Technical Proposal for BCVWD Salary Compensation Study** to the address below.

Not to Exceed Cost Estimate: Please submit one (1) original unbound copy, and six (6) copies in a sealed envelope separate from the Technical Proposal marked **Cost Proposal for BCVWD Salary Compensation Study** to the following:

Beaumont-Cherry Valley Water District  
 Attn: Sabrina Foley, Human Resources Coordinator  
 560 Magnolia Ave  
 Beaumont, CA 92223  
[sabrina.foley@bcvwd.org](mailto:sabrina.foley@bcvwd.org)

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

- The name of the consultant
- The consultant’s address
- The statement “DO NOT OPEN UNTIL THE TIME OF PROPOSAL OPENING”

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

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

## SECTION C SPECIAL PROVISIONS

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

## II. QUESTIONS AND INQUIRIES

Questions concerning this RFP may be submitted in writing no later than June 23, 2021 to:

Beaumont-Cherry Valley Water District  
Attn: Sabrina Foley, Human Resources Coordinator  
560 Magnolia Avenue  
Beaumont, CA 92333  
e-mail: [sabrina.foley@bcvwd.org](mailto:sabrina.foley@bcvwd.org)

All questions and responses will be published with the RFP document on the BCVWD website. This information will be located on the Home Page on the Current Solicitations Tab.

## SECTION D DISTRICT'S SERVICES AGREEMENT

A **sample** of the District's Services Agreement is provided for review. Submission of a Proposal is the Contractor's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement that your firm/consultant is unwilling to accept and the reason therefore.**

### 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 **\*\*\*INSERT NAME\*\*\***, a **\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*** ("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: \_\_\_\_\_, 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 \$\_\_\_\_\_. 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 **[Insert end date]**, 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. Liability Insurance

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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 \_\_\_\_\_, or his or her 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 2037560 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



EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

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

This Agreement is made and entered into as of JULY 14, 2021 by and between the Beaumont-Cherry Valley Water District, a California Irrigation District ("District"), and KOFF & ASSOCIATES ("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: Classification Study, 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 \$25,420.00. 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.

c. Client shall pay Koff & Associates for its fees and reimbursable expenses (if applicable) within thirty (30) days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of Koff & Associates within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to the next invoice.

3. Additional Work.

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 December 31, 2021 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:

	<u>Combined Single Limit</u>
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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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 Georg S. Krammer, 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 Sabrina Foley, or his or her 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 2037560 Magnolia Avenue  
Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

CONSULTANT:

Koff & Associates  
2835 Seventh Street  
Berkeley, CA 94710

Attention: Georg S. Krammer, Chief Executive Officer

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.

31. Non-Solicitation.

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any Koff & Associates employee or

contractor (each, a “Team Member”) with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that Koff & Associates recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team member’s first year’s total compensation which accurately reflects a reasonable estimate of Koff & Associate’s time and costs attendant to its recruitment, hiring, retention, and management of team members.

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

BEAUMONT-CHERRY VALLEY  
WATER DISTRICT

KOFF & ASSOCIATES

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

## EXHIBIT A

### Scope of Services

#### Required Tasks

1. Review of current compensation plan, practices, and related issues.
2. Recommend and assist in establishing an expansive list of appropriate comparable water districts.
3. Conduct a comprehensive total compensation survey, including benefits, using the final list of comparable agencies as agreed upon by BCVWD, using not only job titles, but duties and responsibilities based upon the classification specifications from BCVWD.
4. Recommend appropriate benchmark classifications.
5. Assess each classification systematically in relation to comparable water districts as appropriate.
6. Provide written report of methods, techniques, and data for the assessment of each position.
7. Develop externally competitive and internally equitable salary recommendations for each job class included in the study.
8. Conduct an analysis of leave benefits including holidays, sick leave, administrative leave, and vacation.
9. Make recommendations covering special compensation issues such as salaries above the maximum, seniority, market conditions, maintenance of the salary schedules; education rewards; bilingual pay; certification pay; and other creative recommendations that include performance-based incentives as part of total compensation.
10. Define how compensation elements will be valued to provide appropriate comparison (for example, tiered retirement system or different retirement formulas).
11. Contact identified comparable agencies to develop compensation data for comparison.
12. The survey should examine what similar agencies in the vicinity are offering as compensation, including benefits. The completed survey will provide an analysis and recommendations, and if necessary, the adjustment of salaries.
13. Report shall include a list of recommendations that shall be prioritized in order of measured level of importance with clearly defensible justification in support of each recommendation and a cost benefit analysis for any funding required for implementing a particular recommendation. The cost benefit analysis shall include both short- and long-term anticipated savings and net savings.
14. Complete an internal base salary relationship analysis, including the development of appropriate internal relationship guidelines.
15. Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as a market survey.
16. Present a final draft compensation report for review by BCVWD's key staff.

#### Deliverables

1. Biweekly progress reports on project status.



2. Consultant to schedule an initial meeting with the General Manager, Director of Finance & Administrative Services, and Human Resources District Staff to discuss the process and tasks to be performed in the study to include reasonable dedication of key personnel.
3. Consultant to meet with department heads to explain study and process to be used.
4. Draft compensation study no later than August 23, 2021.
5. Final compensation study report no later than September 1, 2021. BCVWD shall be provided with both electronic and hard copy reports. The final report should also include a description of the general methodology utilized to calculate the various elements of compensation.

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

Combined professional and clerical composite rate: \$155/Hour. Expenses are included in the composite hourly rate. Total project cost not to exceed \$25,420.00.

Deliverables	Classification Study	Hours
A	Meetings with Study Project Team and Management Staff and Initial Documentation Review	8
B	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	12
C	Data from Comparators and Preliminary Analysis of Data	90
D	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	16
E	Analysis of Internal Relationships and Alignment	4
F	Compensation Structure and Implementation Plan	12
G	Final Reprot and Guidelines for Implementation	12
H	Formal Appeals Process	0*
I	Final Presentations	5
J	Anticipated hours for additional unscheduled meetings and phone calls	5
K	Training (suggested scope, which is adjustable based on District's needs)	24
	<b>Total Professional Hours-Classification</b>	<b>164</b>
	Combined professional and clerical composite rate: <b>\$155/Hour</b>	<b>\$25,420</b>
	Expenses are <b>included</b> in the composite hourly rate:	<b>N/A</b>
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, printing, meals, travel time, etc.</i>	
	<b>TOTAL PROJECT NOT TO EXCEED</b>	<b>\$25,420</b>
	<i>Additional consulting will be honored at composite rate (\$155/hr)</i>	



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 10

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Authorization for Additional Funding for the MDP Line 16 Storm Drain Project in an Amount Not to Exceed \$379,325.00**

**Staff Recommendation**

Consider approving additional funding for the MDP Line 16 Storm Drain Project in an amount not to exceed \$379,325.00.

**Summary**

On June 16, 2021, Riverside County Flood Control and Water Conservation District (RCFC&WCD) held a Construction bid opening for the MDP Line 16 Storm Drain Project. Upon the opening of all the bids submitted to RCFC&WCD, the “Construction Cost” (lowest bidder) was determined to be \$7,558,650.00 (submitted by H&H General Contractors).

The Construction Cost was in excess of the “Estimated Construction Cost” (\$6,800,000.00) and as set forth in the Cooperative Agreement, which was authorized to be approved by the Board of Directors by Resolution 2021-04 on March 10, 2021, and ultimately approved on March 30, 2021.

Table 1 identifies the estimated and actual costs associated with the Project:

**Table 1 – Additional Project Cost Breakdown**

Item	Amount	Note:
Estimated Construction Cost	\$6,800,000.00	Estimated Construction Cost (\$6.5M) + Contingency (\$0.3M)
Construction Cost	\$7,558,650.00	Lowest Bidder
Discrepancy	(\$758,650.00)	
RCFC&WCD Additional Contribution	\$379,325.00	50/50 Cost Share as Identified in Co-Op Agreement – Recital P
<b>BCVWD Additional Contribution</b>	<b>\$379,325.00</b>	50/50 Cost Share as Identified in Co-Op Agreement – Recital P

Although the Construction Cost is greater than the Estimated Construction Cost, RCFC&WCD has indicated that they desire to pursue an addendum to the Cooperative Agreement with Beaumont-Cherry Valley Water District (BCVWD) based on Recital M, which addresses the costs which exceed the Estimated Construction Cost of \$6.8M. Figure 1, below, is Recital M from the Cooperative Agreement.



**Figure 1 – Recital M – Cooperative Agreement**

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

In order to further understand all the costs associated with the Construction Cost and Contingencies; District staff had requested an estimate of contingency costs from RCFC&WCD so as to allow the Board to completely understand the additional costs which may be incurred to this point.

In recent discussions with RCFC&WCD staff, RCFC&WCD has proposed that any required additional contingency costs associated with the Project would be absorbed by RCFC&WCD and not shared with the District. This would result in the proposed additional cost associated with the MDP Line 16 Storm Drain Project being fifty-percent (50%) of the lowest bid amount identified in Table 1 or \$379,325.00.

Approval of the additional requested funding for the Project by the Board would set forth the following overall costs for the MDP Line 16 Storm Drain Project (not including NCRF Phase II grading and Grand Avenue Pipeline Relocation activities). Table 2 identifies the District’s costs associated with the MDP Line 16 Storm Drain Project assuming the Prop 84 Grant Funding is applied to the Project:

**Table 2 – BCVWD’s Estimated Project (Storm Drain) Cost Share [w/ Grant Funding]**

<b>Item</b>	<b>Amount</b>	<b>Note:</b>
BCVWD Facilities	\$38,120	Engineering by JLC Consulting
Construction Cost (50%)	\$3,779,325.00	½ of \$7,558,650.00
<i>Prop 84 Grant Funding (50%)</i>	<i>(\$610,000)</i>	<i>½ of \$1,220,000.00</i>
<b>BCVWD’s Share of MDP Line 16 Storm Drain Project Costs</b>	<b>\$3,207,445.00</b>	

Table 3 identifies the District’s costs associated with the MDP Line 16 Storm Drain Project assuming the Prop 84 Grant Funding is not applied to the Project:

**Table 3 – BCVWD’s Estimated Project (Storm Drain) Cost Share [w/o Grant Funding]**

<b>Item</b>	<b>Amount</b>	<b>Note:</b>
BCVWD Facilities	\$38,120	Engineering by JLC Consulting
Construction Cost (50%)	\$3,779,325.00	½ of \$7,558,650.00
<b>BCVWD’s Share of MDP Line 16 Storm Drain Project Costs</b>	<b>\$3,817,445.00</b>	



The Cooperative Agreement (Recital R) identifies BCVWD's financial contribution may be as great as \$3,438,120, so when compared to the District's Shared Cost in Table 3 (\$3,817,445.00), the difference is \$379,325.00 which is the 50% of the Discrepancy identified in Table 1.

District staff anticipates receiving an addendum to the Cooperative Agreement in the near future for review by District staff and Legal Counsel; and ultimately consideration by the Board of Directors.

RCFC&WCD staff has expressed a desire to have the addendum approved by the County Board of Supervisors in August. This would keep the Project on schedule and not affect the Project timeline or the Prop 84 grant funding timeline.

**Fiscal Impact:**

District staff estimates that the MDP Line 16 Storm Drain Project may cost between \$3,207,445.00 and \$3,817,445.00, depending on grant funding. Tables 2 and 3 set for the District's anticipated costs associated with the Storm Drain Project.

Funding for this Project is planned to be expended from Restricted Funds (Capacity Charges) due to this Project providing a new source of water supply.

**Attachments:**

1. Attachment 1 – Executed Co-Op Agreement – Dated March 30, 2021
2. Attachment 2 – MDP Line 16 Storm Drain Responsive Bids – Dated June 16, 2021

Staff Report prepared by Mark Swanson, Senior Engineer

# Attachment 1

237065

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

This Cooperative Agreement ("Agreement"), dated as of March 30, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"), hereby agree as follows:

RECITALS

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

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

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

- 1 -

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

MAR 30 2021 11.2

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**SECTION I – DISTRICT OBLIGATIONS**

**DISTRICT shall:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Prepare or cause to be prepared: (i) BCVWD FACILITIES utilizing JLC's services as set forth in Section I.4 and (ii) the O&M PLAN, and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

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

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

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

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

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

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

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



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

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

### SECTION III

It is further mutually agreed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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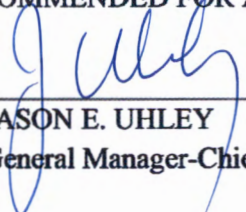
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

March 30, 2021

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

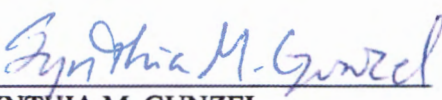
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By   
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By   
Deputy

(SEAL)


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

**BEAUMONT-CHERRY VALLEY WATER  
DISTRICT**

By   
DANIEL K. JAGGERS  
General Manager

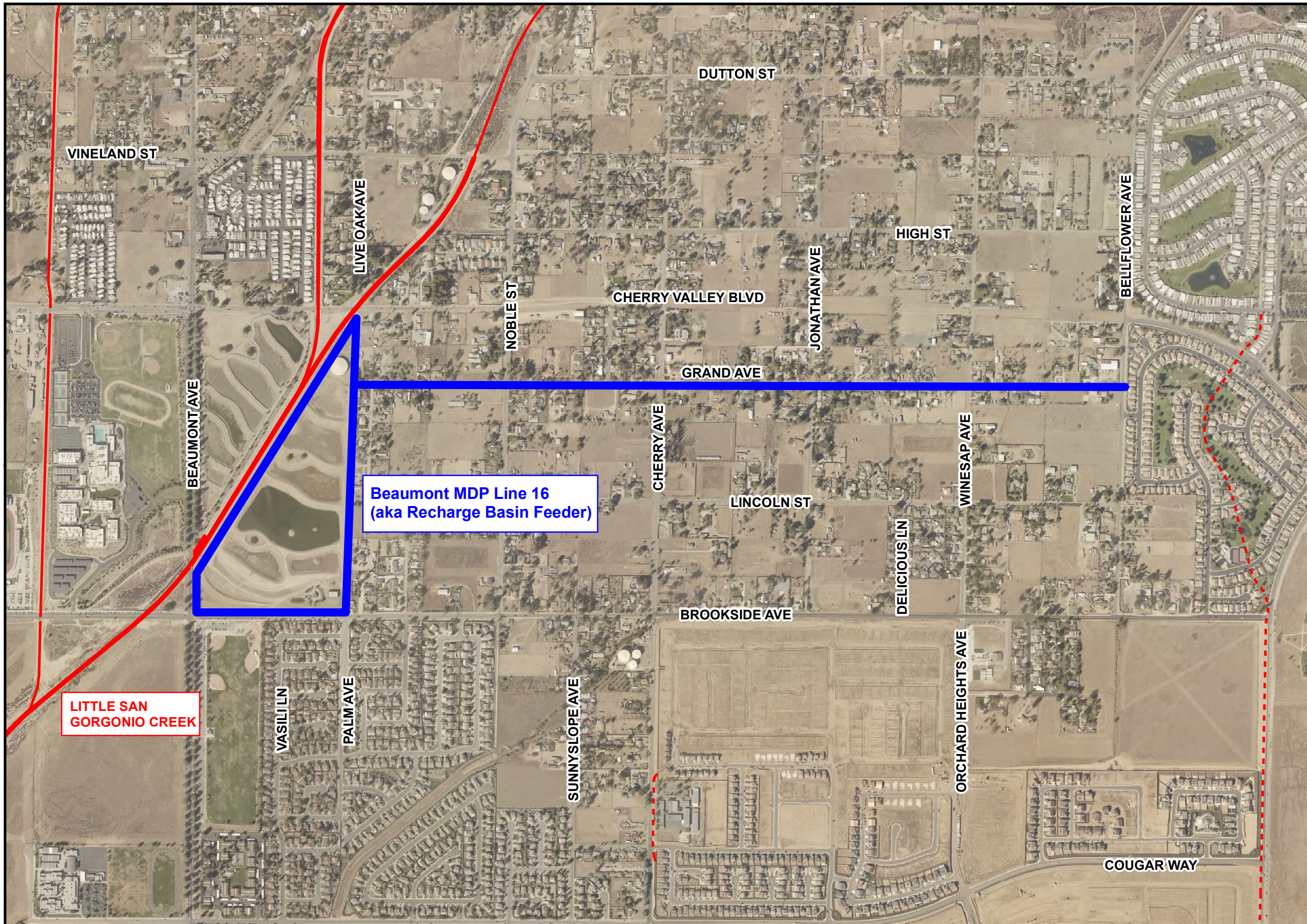
ATTEST:

ANDY RAMIREZ  
BCVWD Board Secretary

By 

(SEAL)

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



**Legend:**

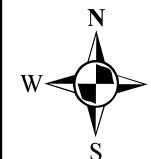
- Proposed Facility
- Existing Open Channel Facility



# EXHIBIT A

## Beaumont MDP Line 16 (aka Recharge Basin Feeder)

Project No. 5-0-00201



**Riverside County Flood Control & Water Conservation District**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax: 951.788.9965

**Bid Summary****Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER**Project Number:** 5-0177-01**Bid Open Date:** 06/16/2021

<b>Total</b>	<b>Contractor Name</b>		<b>Phone</b>
<b>\$7,558,650.00</b>	<b>H&amp;H GENERAL CONTRACTORS, INC.</b>	<b>PO Box 536 or 7919 Palm Avenue Highland CA 92346</b>	<b>909.425.3907</b>
\$8,347,049.00	DOWNING CONSTRUCTION, INC.	32194 Outer Highway 10 Redlands CA 92373	909-797-7444
\$8,380,232.00	LEATHERWOOD CONSTRUCTION, INC.	17050 Bushard Street, Suite 213 Fountain Valley CA 92708	714.593.6575
\$8,424,480.00	FERREIRA CONSTRUCTION CO., INC. dba FERREIRA COASTAL CONSTRU	10370 Commerce Center Drive, Suite B-200 Rancho Cucamonga CA 91730	909.606.5900
\$8,611,375.00	WEKA, INC.	27075 5th Street Highland CA 92346	909.425.8700
\$8,653,000.00	SUKUT CONSTRUCTION, LLC	4010 W. Chandler Avenue Santa Ana CA 92704	714.540.5351
\$9,080,391.00	BOUDREAU PIPELINE CORPORATION	463 N. Smith Avenue Corona CA 92880	951.493.6780
\$9,199,511.30	KEC ENGINEERING	200 N. Sherman Avenue Corona CA 92882	951.734.3010
\$9,472,790.13	GRIFFITH COMPANY	3050 E. Birch Street Brea CA 92821	714.984.5500
\$6,635,736.50	RCFC Engineer's Estimate		



# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**H&H GENERAL  
CONTRACTORS, INC.**

**DOWNING CONSTRUCTION,  
INC.**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
1	MOBILIZATION	L.S.	1	\$300,000.00	\$300,000.00	\$400,000.00	\$400,000.00	\$417,000.00	\$417,000.00
2	WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$30,000.00	\$30,000.00
3	TRAFFIC CONTROL	L.S.	1	\$70,000.00	\$70,000.00	\$55,000.00	\$55,000.00	\$45,000.00	\$45,000.00
4	CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$75,000.00	\$75,000.00	\$39,000.00	\$39,000.00	\$10,000.00	\$10,000.00
5	EXCAVATION	C.Y.	38,610	\$14.00	\$540,540.00	\$14.80	\$571,428.00	\$15.00	\$579,150.00
6	BACKFILL	C.Y.	18,805	\$12.00	\$225,660.00	\$18.20	\$342,251.00	\$11.00	\$206,855.00
7	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	6,753	\$85.00	\$574,005.00	\$135.00	\$911,655.00	\$120.00	\$810,360.00
8	FILTER MATERIAL	C.Y.	902	\$40.00	\$36,080.00	\$73.00	\$65,846.00	\$52.00	\$46,904.00
9	TRENCH SAFETY SYSTEM	L.S.	1	\$100,000.00	\$100,000.00	\$71,500.00	\$71,500.00	\$100,000.00	\$100,000.00
10	CLASS "A" CONCRETE, MAJOR STRUCTURES	C.Y.	1,255	\$800.00	\$1,004,000.00	\$791.00	\$992,705.00	\$831.00	\$1,042,905.00
11	CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	238	\$800.00	\$190,400.00	\$1,192.00	\$283,696.00	\$1,584.00	\$376,992.00
12	CLASS "A" CONCRETE, GRATED CATCH BASIN	C.Y.	109	\$800.00	\$87,200.00	\$1,059.00	\$115,431.00	\$1,687.00	\$183,883.00
13	CLASS "A" CONCRETE, CONCRETED ROCK	C.Y.	45	\$250.00	\$11,250.00	\$330.00	\$14,850.00	\$175.00	\$7,875.00
14	CLASS "A" CONCRETE, OUTLET CUTOFF WALL	L.F.	39	\$65.00	\$2,535.00	\$251.00	\$9,789.00	\$295.00	\$11,505.00
15	CLASS "A" CONCRETE, 4' CUTOFF WALL	L.F.	445	\$50.00	\$22,250.00	\$142.00	\$63,190.00	\$75.00	\$33,375.00
16	CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	1,110	\$15.00	\$16,650.00	\$49.00	\$54,390.00	\$56.00	\$62,160.00
17	CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	115	\$425.00	\$48,875.00	\$861.00	\$99,015.00	\$1,242.00	\$142,830.00
18	TRANSITION STRUCTURE NO. 3	EACH	1	\$10,000.00	\$10,000.00	\$20,677.00	\$20,677.00	\$27,800.00	\$27,800.00
19	JUNCTION STRUCTURE NO. 2	EACH	6	\$3,200.00	\$19,200.00	\$2,237.00	\$13,422.00	\$3,500.00	\$21,000.00
20	JUNCTION STRUCTURE NO. 4	EACH	56	\$1,500.00	\$84,000.00	\$1,137.00	\$63,672.00	\$2,150.00	\$120,400.00
21	JUNCTION STRUCTURE NO. 6	EACH	1	\$4,500.00	\$4,500.00	\$16,100.00	\$16,100.00	\$24,000.00	\$24,000.00
22	JUNCTION STRUCTURE NO. 7	EACH	1	\$8,000.00	\$8,000.00	\$14,300.00	\$14,300.00	\$13,000.00	\$13,000.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**LEATHERWOOD  
CONSTRUCTION, INC.**

**FERREIRA CONSTRUCTION  
CO., INC. dba FERREIRA  
COASTAL CONSTRU**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
1	MOBILIZATION	L.S.	1	\$300,000.00	\$300,000.00	\$50,000.00	\$50,000.00	\$422,275.00	\$422,275.00
2	WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$37,160.00	\$37,160.00
3	TRAFFIC CONTROL	L.S.	1	\$70,000.00	\$70,000.00	\$30,000.00	\$30,000.00	\$21,860.00	\$21,860.00
4	CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$75,000.00	\$75,000.00	\$312,000.00	\$312,000.00	\$20,665.00	\$20,665.00
5	EXCAVATION	C.Y.	38,610	\$14.00	\$540,540.00	\$20.00	\$772,200.00	\$16.00	\$617,760.00
6	BACKFILL	C.Y.	18,805	\$12.00	\$225,660.00	\$11.00	\$206,855.00	\$3.00	\$56,415.00
7	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	6,753	\$85.00	\$574,005.00	\$115.00	\$776,595.00	\$113.00	\$763,089.00
8	FILTER MATERIAL	C.Y.	902	\$40.00	\$36,080.00	\$61.00	\$55,022.00	\$33.00	\$29,766.00
9	TRENCH SAFETY SYSTEM	L.S.	1	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$83,300.00	\$83,300.00
10	CLASS "A" CONCRETE, MAJOR STRUCTURES	C.Y.	1,255	\$800.00	\$1,004,000.00	\$850.00	\$1,066,750.00	\$800.00	\$1,004,000.00
11	CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	238	\$800.00	\$190,400.00	\$1,600.00	\$380,800.00	\$1,399.00	\$332,962.00
12	CLASS "A" CONCRETE, GRATED CATCH BASIN	C.Y.	109	\$800.00	\$87,200.00	\$1,500.00	\$163,500.00	\$1,445.00	\$157,505.00
13	CLASS "A" CONCRETE, CONCRETED ROCK	C.Y.	45	\$250.00	\$11,250.00	\$270.00	\$12,150.00	\$362.00	\$16,290.00
14	CLASS "A" CONCRETE, OUTLET CUTOFF WALL	L.F.	39	\$65.00	\$2,535.00	\$115.00	\$4,485.00	\$148.00	\$5,772.00
15	CLASS "A" CONCRETE, 4' CUTOFF WALL	L.F.	445	\$50.00	\$22,250.00	\$105.00	\$46,725.00	\$124.00	\$55,180.00
16	CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	1,110	\$15.00	\$16,650.00	\$60.00	\$66,600.00	\$55.00	\$61,050.00
17	CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	115	\$425.00	\$48,875.00	\$1,900.00	\$218,500.00	\$500.00	\$57,500.00
18	TRANSITION STRUCTURE NO. 3	EACH	1	\$10,000.00	\$10,000.00	\$24,100.00	\$24,100.00	\$23,440.00	\$23,440.00
19	JUNCTION STRUCTURE NO. 2	EACH	6	\$3,200.00	\$19,200.00	\$4,850.00	\$29,100.00	\$7,795.00	\$46,770.00
20	JUNCTION STRUCTURE NO. 4	EACH	56	\$1,500.00	\$84,000.00	\$3,550.00	\$198,800.00	\$4,036.00	\$226,016.00
21	JUNCTION STRUCTURE NO. 6	EACH	1	\$4,500.00	\$4,500.00	\$32,100.00	\$32,100.00	\$33,433.00	\$33,433.00
22	JUNCTION STRUCTURE NO. 7	EACH	1	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00	\$13,700.00	\$13,700.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**WEKA, INC.**

**SUKUT CONSTRUCTION, LLC**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
1	MOBILIZATION	L.S.	1	\$300,000.00	\$300,000.00	\$359,271.00	\$359,271.00	\$819,996.00	\$819,996.00
2	WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
3	TRAFFIC CONTROL	L.S.	1	\$70,000.00	\$70,000.00	\$100,000.00	\$100,000.00	\$277,000.00	\$277,000.00
4	CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$75,000.00	\$75,000.00	\$10,000.00	\$10,000.00	\$105,000.00	\$105,000.00
5	EXCAVATION	C.Y.	38,610	\$14.00	\$540,540.00	\$8.00	\$308,880.00	\$6.50	\$250,965.00
6	BACKFILL	C.Y.	18,805	\$12.00	\$225,660.00	\$8.00	\$150,440.00	\$4.00	\$75,220.00
7	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	6,753	\$85.00	\$574,005.00	\$130.00	\$877,890.00	\$124.00	\$837,372.00
8	FILTER MATERIAL	C.Y.	902	\$40.00	\$36,080.00	\$60.00	\$54,120.00	\$46.00	\$41,492.00
9	TRENCH SAFETY SYSTEM	L.S.	1	\$100,000.00	\$100,000.00	\$88,690.00	\$88,690.00	\$500,000.00	\$500,000.00
10	CLASS "A" CONCRETE, MAJOR STRUCTURES	C.Y.	1,255	\$800.00	\$1,004,000.00	\$800.00	\$1,004,000.00	\$560.00	\$702,800.00
11	CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	238	\$800.00	\$190,400.00	\$1,600.00	\$380,800.00	\$1,700.00	\$404,600.00
12	CLASS "A" CONCRETE, GRATED CATCH BASIN	C.Y.	109	\$800.00	\$87,200.00	\$1,800.00	\$196,200.00	\$970.00	\$105,730.00
13	CLASS "A" CONCRETE, CONCRETED ROCK	C.Y.	45	\$250.00	\$11,250.00	\$200.00	\$9,000.00	\$195.00	\$8,775.00
14	CLASS "A" CONCRETE, OUTLET CUTOFF WALL	L.F.	39	\$65.00	\$2,535.00	\$140.00	\$5,460.00	\$307.00	\$11,973.00
15	CLASS "A" CONCRETE, 4' CUTOFF WALL	L.F.	445	\$50.00	\$22,250.00	\$119.00	\$52,955.00	\$107.00	\$47,615.00
16	CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	1,110	\$15.00	\$16,650.00	\$55.00	\$61,050.00	\$56.00	\$62,160.00
17	CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	115	\$425.00	\$48,875.00	\$650.00	\$74,750.00	\$600.00	\$69,000.00
18	TRANSITION STRUCTURE NO. 3	EACH	1	\$10,000.00	\$10,000.00	\$18,500.00	\$18,500.00	\$28,700.00	\$28,700.00
19	JUNCTION STRUCTURE NO. 2	EACH	6	\$3,200.00	\$19,200.00	\$5,700.00	\$34,200.00	\$1,900.00	\$11,400.00
20	JUNCTION STRUCTURE NO. 4	EACH	56	\$1,500.00	\$84,000.00	\$4,500.00	\$252,000.00	\$860.00	\$48,160.00
21	JUNCTION STRUCTURE NO. 6	EACH	1	\$4,500.00	\$4,500.00	\$32,000.00	\$32,000.00	\$27,000.00	\$27,000.00
22	JUNCTION STRUCTURE NO. 7	EACH	1	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$4,300.00	\$4,300.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**BOUDREAU PIPELINE CORPORATION**

**KEC ENGINEERING**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
1	MOBILIZATION	L.S.	1	\$300,000.00	\$300,000.00	\$227,000.00	\$227,000.00	\$20,000.00	\$20,000.00
2	WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$55,000.00	\$55,000.00	\$5,000.00	\$5,000.00
3	TRAFFIC CONTROL	L.S.	1	\$70,000.00	\$70,000.00	\$223,000.00	\$223,000.00	\$40,000.00	\$40,000.00
4	CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$75,000.00	\$75,000.00	\$69,000.00	\$69,000.00	\$20,000.00	\$20,000.00
5	EXCAVATION	C.Y.	38,610	\$14.00	\$540,540.00	\$24.50	\$945,945.00	\$17.70	\$683,397.00
6	BACKFILL	C.Y.	18,805	\$12.00	\$225,660.00	\$14.00	\$263,270.00	\$27.40	\$515,257.00
7	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	6,753	\$85.00	\$574,005.00	\$127.00	\$857,631.00	\$165.00	\$1,114,245.00
8	FILTER MATERIAL	C.Y.	902	\$40.00	\$36,080.00	\$41.00	\$36,982.00	\$45.00	\$40,590.00
9	TRENCH SAFETY SYSTEM	L.S.	1	\$100,000.00	\$100,000.00	\$146,000.00	\$146,000.00	\$155,000.00	\$155,000.00
10	CLASS "A" CONCRETE, MAJOR STRUCTURES	C.Y.	1,255	\$800.00	\$1,004,000.00	\$840.00	\$1,054,200.00	\$1,110.00	\$1,393,050.00
11	CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	238	\$800.00	\$190,400.00	\$1,420.00	\$337,960.00	\$1,990.00	\$473,620.00
12	CLASS "A" CONCRETE, GRATED CATCH BASIN	C.Y.	109	\$800.00	\$87,200.00	\$1,650.00	\$179,850.00	\$2,800.00	\$305,200.00
13	CLASS "A" CONCRETE, CONCRETED ROCK	C.Y.	45	\$250.00	\$11,250.00	\$306.00	\$13,770.00	\$230.00	\$10,350.00
14	CLASS "A" CONCRETE, OUTLET CUTOFF WALL	L.F.	39	\$65.00	\$2,535.00	\$277.00	\$10,803.00	\$215.00	\$8,385.00
15	CLASS "A" CONCRETE, 4' CUTOFF WALL	L.F.	445	\$50.00	\$22,250.00	\$65.00	\$28,925.00	\$75.00	\$33,375.00
16	CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	1,110	\$15.00	\$16,650.00	\$48.00	\$53,280.00	\$47.00	\$52,170.00
17	CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	115	\$425.00	\$48,875.00	\$1,170.00	\$134,550.00	\$800.00	\$92,000.00
18	TRANSITION STRUCTURE NO. 3	EACH	1	\$10,000.00	\$10,000.00	\$20,800.00	\$20,800.00	\$19,000.00	\$19,000.00
19	JUNCTION STRUCTURE NO. 2	EACH	6	\$3,200.00	\$19,200.00	\$1,920.00	\$11,520.00	\$2,850.00	\$17,100.00
20	JUNCTION STRUCTURE NO. 4	EACH	56	\$1,500.00	\$84,000.00	\$2,000.00	\$112,000.00	\$840.00	\$47,040.00
21	JUNCTION STRUCTURE NO. 6	EACH	1	\$4,500.00	\$4,500.00	\$17,200.00	\$17,200.00	\$33,000.00	\$33,000.00
22	JUNCTION STRUCTURE NO. 7	EACH	1	\$8,000.00	\$8,000.00	\$9,700.00	\$9,700.00	\$19,000.00	\$19,000.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**GRIFFITH COMPANY**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
1	MOBILIZATION	L.S.	1	\$300,000.00	\$300,000.00	\$584,000.38	\$584,000.38
2	WATER CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$25,300.00	\$25,300.00
3	TRAFFIC CONTROL	L.S.	1	\$70,000.00	\$70,000.00	\$151,000.00	\$151,000.00
4	CLEARING AND MISCELLANEOUS WORK	L.S.	1	\$75,000.00	\$75,000.00	\$11,445.00	\$11,445.00
5	EXCAVATION	C.Y.	38,610	\$14.00	\$540,540.00	\$16.00	\$617,760.00
6	BACKFILL	C.Y.	18,805	\$12.00	\$225,660.00	\$16.25	\$305,581.25
7	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	C.Y.	6,753	\$85.00	\$574,005.00	\$115.00	\$776,595.00
8	FILTER MATERIAL	C.Y.	902	\$40.00	\$36,080.00	\$40.00	\$36,080.00
9	TRENCH SAFETY SYSTEM	L.S.	1	\$100,000.00	\$100,000.00	\$195,500.00	\$195,500.00
10	CLASS "A" CONCRETE, MAJOR STRUCTURES	C.Y.	1,255	\$800.00	\$1,004,000.00	\$852.00	\$1,069,260.00
11	CLASS "A" CONCRETE, MINOR STRUCTURES	C.Y.	238	\$800.00	\$190,400.00	\$1,851.00	\$440,538.00
12	CLASS "A" CONCRETE, GRATED CATCH BASIN	C.Y.	109	\$800.00	\$87,200.00	\$2,260.00	\$246,340.00
13	CLASS "A" CONCRETE, CONCRETED ROCK	C.Y.	45	\$250.00	\$11,250.00	\$325.00	\$14,625.00
14	CLASS "A" CONCRETE, OUTLET CUTOFF WALL	L.F.	39	\$65.00	\$2,535.00	\$103.00	\$4,017.00
15	CLASS "A" CONCRETE, 4' CUTOFF WALL	L.F.	445	\$50.00	\$22,250.00	\$103.00	\$45,835.00
16	CLASS "B" CONCRETE, 2' CUTOFF WALL	L.F.	1,110	\$15.00	\$16,650.00	\$52.00	\$57,720.00
17	CLASS "B" CONCRETE, MISCELLANEOUS	C.Y.	115	\$425.00	\$48,875.00	\$492.00	\$56,580.00
18	TRANSITION STRUCTURE NO. 3	EACH	1	\$10,000.00	\$10,000.00	\$34,552.00	\$34,552.00
19	JUNCTION STRUCTURE NO. 2	EACH	6	\$3,200.00	\$19,200.00	\$5,258.00	\$31,548.00
20	JUNCTION STRUCTURE NO. 4	EACH	56	\$1,500.00	\$84,000.00	\$4,260.00	\$238,560.00
21	JUNCTION STRUCTURE NO. 6	EACH	1	\$4,500.00	\$4,500.00	\$29,996.00	\$29,996.00
22	JUNCTION STRUCTURE NO. 7	EACH	1	\$8,000.00	\$8,000.00	\$9,410.00	\$9,410.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**H&H GENERAL  
CONTRACTORS, INC.**

**DOWNING CONSTRUCTION,  
INC.**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
23	MANHOLE NO. 1	EACH	7	\$5,000.00	\$35,000.00	\$9,585.00	\$67,095.00	\$7,000.00	\$49,000.00
24	MANHOLE NO. 2	EACH	14	\$5,000.00	\$70,000.00	\$8,643.00	\$121,002.00	\$15,000.00	\$210,000.00
25	MANHOLE NO. 4	EACH	5	\$7,000.00	\$35,000.00	\$16,500.00	\$82,500.00	\$26,000.00	\$130,000.00
26	MANHOLE NO. 2 WITH SAFETY LEDGE	EACH	1	\$15,000.00	\$15,000.00	\$14,500.00	\$14,500.00	\$28,000.00	\$28,000.00
27	MODIFIED MANHOLE NO. 1	EACH	1	\$6,000.00	\$6,000.00	\$10,500.00	\$10,500.00	\$8,800.00	\$8,800.00
28	24" RCP, CLASS II	L.F.	135	\$70.00	\$9,450.00	\$230.00	\$31,050.00	\$169.00	\$22,815.00
29	18" RCP, CLASS IV	L.F.	491	\$65.00	\$31,915.00	\$137.00	\$67,267.00	\$148.00	\$72,668.00
30	24" RCP, CLASS IV	L.F.	1,386	\$70.00	\$97,020.00	\$95.50	\$132,363.00	\$138.00	\$191,268.00
31	30" RCP, CLASS IV	L.F.	12	\$250.00	\$3,000.00	\$495.00	\$5,940.00	\$231.00	\$2,772.00
32	72" RCP, 1000D	L.F.	1,265	\$315.00	\$398,475.00	\$272.00	\$344,080.00	\$312.00	\$394,680.00
33	78" RCP, 1000D	L.F.	210	\$450.00	\$94,500.00	\$360.00	\$75,600.00	\$409.00	\$85,890.00
34	36" RCP, 1350D	L.F.	430	\$105.00	\$45,150.00	\$363.00	\$156,090.00	\$175.00	\$75,250.00
35	48" RCP, 1350D	L.F.	205	\$175.00	\$35,875.00	\$187.00	\$38,335.00	\$228.00	\$46,740.00
36	54" RCP, 1350D	L.F.	2,020	\$150.00	\$303,000.00	\$177.00	\$357,540.00	\$247.00	\$498,940.00
37	78" RCP, 1350D	L.F.	1,290	\$350.00	\$451,500.00	\$349.00	\$450,210.00	\$392.00	\$505,680.00
38	84" RCP, 1350D	L.F.	1,425	\$385.00	\$548,625.00	\$355.00	\$505,875.00	\$395.00	\$562,875.00
39	AGGREGATE BASE, CLASS 2	C.Y.	1,210	\$50.00	\$60,500.00	\$73.00	\$88,330.00	\$105.00	\$127,050.00
40	HOT MIX ASPHALT (HMA)	TONS	2,175	\$105.00	\$228,375.00	\$60.00	\$130,500.00	\$138.00	\$300,150.00
41	TEMPORARY RESURFACING	TONS	815	\$110.00	\$89,650.00	\$115.00	\$93,725.00	\$134.00	\$109,210.00
42	ASPHALT CONCRETE GRINDING	S.F.	80,270	\$0.75	\$60,202.50	\$0.30	\$24,081.00	\$0.22	\$17,659.40
43	FOG SEALING	S.F.	89,500	\$0.50	\$44,750.00	\$0.10	\$8,950.00	\$0.09	\$8,055.00
44	HOT MIX ASPHALT (HMA) DIKE	L.F.	2,055	\$10.00	\$20,550.00	\$7.00	\$14,385.00	\$20.00	\$41,100.00
45	6-FOOT CHAIN LINK FENCE	L.F.	255	\$25.00	\$6,375.00	\$35.00	\$8,925.00	\$66.00	\$16,830.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**LEATHERWOOD  
CONSTRUCTION, INC.**

**FERREIRA CONSTRUCTION  
CO., INC. dba FERREIRA  
COASTAL CONSTRU**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
23	MANHOLE NO. 1	EACH	7	\$5,000.00	\$35,000.00	\$8,300.00	\$58,100.00	\$11,666.00	\$81,662.00
24	MANHOLE NO. 2	EACH	14	\$5,000.00	\$70,000.00	\$11,300.00	\$158,200.00	\$12,686.00	\$177,604.00
25	MANHOLE NO. 4	EACH	5	\$7,000.00	\$35,000.00	\$23,400.00	\$117,000.00	\$22,222.00	\$111,110.00
26	MANHOLE NO. 2 WITH SAFETY LEDGE	EACH	1	\$15,000.00	\$15,000.00	\$24,500.00	\$24,500.00	\$21,755.00	\$21,755.00
27	MODIFIED MANHOLE NO. 1	EACH	1	\$6,000.00	\$6,000.00	\$13,200.00	\$13,200.00	\$16,872.00	\$16,872.00
28	24" RCP, CLASS II	L.F.	135	\$70.00	\$9,450.00	\$95.00	\$12,825.00	\$119.00	\$16,065.00
29	18" RCP, CLASS IV	L.F.	491	\$65.00	\$31,915.00	\$145.00	\$71,195.00	\$185.00	\$90,835.00
30	24" RCP, CLASS IV	L.F.	1,386	\$70.00	\$97,020.00	\$80.00	\$110,880.00	\$120.00	\$166,320.00
31	30" RCP, CLASS IV	L.F.	12	\$250.00	\$3,000.00	\$230.00	\$2,760.00	\$538.00	\$6,456.00
32	72" RCP, 1000D	L.F.	1,265	\$315.00	\$398,475.00	\$290.00	\$366,850.00	\$347.00	\$438,955.00
33	78" RCP, 1000D	L.F.	210	\$450.00	\$94,500.00	\$430.00	\$90,300.00	\$418.00	\$87,780.00
34	36" RCP, 1350D	L.F.	430	\$105.00	\$45,150.00	\$110.00	\$47,300.00	\$154.00	\$66,220.00
35	48" RCP, 1350D	L.F.	205	\$175.00	\$35,875.00	\$160.00	\$32,800.00	\$236.00	\$48,380.00
36	54" RCP, 1350D	L.F.	2,020	\$150.00	\$303,000.00	\$185.00	\$373,700.00	\$267.00	\$539,340.00
37	78" RCP, 1350D	L.F.	1,290	\$350.00	\$451,500.00	\$385.00	\$496,650.00	\$421.00	\$543,090.00
38	84" RCP, 1350D	L.F.	1,425	\$385.00	\$548,625.00	\$410.00	\$584,250.00	\$428.00	\$609,900.00
39	AGGREGATE BASE, CLASS 2	C.Y.	1,210	\$50.00	\$60,500.00	\$155.00	\$187,550.00	\$39.00	\$47,190.00
40	HOT MIX ASPHALT (HMA)	TONS	2,175	\$105.00	\$228,375.00	\$165.00	\$358,875.00	\$203.00	\$441,525.00
41	TEMPORARY RESURFACING	TONS	815	\$110.00	\$89,650.00	\$90.00	\$73,350.00	\$113.00	\$92,095.00
42	ASPHALT CONCRETE GRINDING	S.F.	80,270	\$0.75	\$60,202.50	\$0.50	\$40,135.00	\$0.30	\$24,081.00
43	FOG SEALING	S.F.	89,500	\$0.50	\$44,750.00	\$0.16	\$14,320.00	\$0.07	\$6,265.00
44	HOT MIX ASPHALT (HMA) DIKE	L.F.	2,055	\$10.00	\$20,550.00	\$13.00	\$26,715.00	\$6.00	\$12,330.00
45	6-FOOT CHAIN LINK FENCE	L.F.	255	\$25.00	\$6,375.00	\$72.00	\$18,360.00	\$56.00	\$14,280.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**WEKA, INC.**

**SUKUT CONSTRUCTION, LLC**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
23	MANHOLE NO. 1	EACH	7	\$5,000.00	\$35,000.00	\$9,000.00	\$63,000.00	\$7,200.00	\$50,400.00
24	MANHOLE NO. 2	EACH	14	\$5,000.00	\$70,000.00	\$11,000.00	\$154,000.00	\$9,500.00	\$133,000.00
25	MANHOLE NO. 4	EACH	5	\$7,000.00	\$35,000.00	\$18,000.00	\$90,000.00	\$17,225.00	\$86,125.00
26	MANHOLE NO. 2 WITH SAFETY LEDGE	EACH	1	\$15,000.00	\$15,000.00	\$19,500.00	\$19,500.00	\$22,000.00	\$22,000.00
27	MODIFIED MANHOLE NO. 1	EACH	1	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
28	24" RCP, CLASS II	L.F.	135	\$70.00	\$9,450.00	\$245.00	\$33,075.00	\$183.00	\$24,705.00
29	18" RCP, CLASS IV	L.F.	491	\$65.00	\$31,915.00	\$265.00	\$130,115.00	\$151.00	\$74,141.00
30	24" RCP, CLASS IV	L.F.	1,386	\$70.00	\$97,020.00	\$185.00	\$256,410.00	\$134.00	\$185,724.00
31	30" RCP, CLASS IV	L.F.	12	\$250.00	\$3,000.00	\$303.00	\$3,636.00	\$169.00	\$2,028.00
32	72" RCP, 1000D	L.F.	1,265	\$315.00	\$398,475.00	\$400.00	\$506,000.00	\$367.00	\$464,255.00
33	78" RCP, 1000D	L.F.	210	\$450.00	\$94,500.00	\$485.00	\$101,850.00	\$582.00	\$122,220.00
34	36" RCP, 1350D	L.F.	430	\$105.00	\$45,150.00	\$210.00	\$90,300.00	\$223.00	\$95,890.00
35	48" RCP, 1350D	L.F.	205	\$175.00	\$35,875.00	\$265.00	\$54,325.00	\$309.00	\$63,345.00
36	54" RCP, 1350D	L.F.	2,020	\$150.00	\$303,000.00	\$275.00	\$555,500.00	\$251.00	\$507,020.00
37	78" RCP, 1350D	L.F.	1,290	\$350.00	\$451,500.00	\$465.00	\$599,850.00	\$485.00	\$625,650.00
38	84" RCP, 1350D	L.F.	1,425	\$385.00	\$548,625.00	\$525.00	\$748,125.00	\$491.00	\$699,675.00
39	AGGREGATE BASE, CLASS 2	C.Y.	1,210	\$50.00	\$60,500.00	\$70.00	\$84,700.00	\$85.00	\$102,850.00
40	HOT MIX ASPHALT (HMA)	TONS	2,175	\$105.00	\$228,375.00	\$120.00	\$261,000.00	\$122.00	\$265,350.00
41	TEMPORARY RESURFACING	TONS	815	\$110.00	\$89,650.00	\$118.00	\$96,170.00	\$104.00	\$84,760.00
42	ASPHALT CONCRETE GRINDING	S.F.	80,270	\$0.75	\$60,202.50	\$0.50	\$40,135.00	\$0.30	\$24,081.00
43	FOG SEALING	S.F.	89,500	\$0.50	\$44,750.00	\$0.10	\$8,950.00	\$0.06	\$5,370.00
44	HOT MIX ASPHALT (HMA) DIKE	L.F.	2,055	\$10.00	\$20,550.00	\$9.00	\$18,495.00	\$7.00	\$14,385.00
45	6-FOOT CHAIN LINK FENCE	L.F.	255	\$25.00	\$6,375.00	\$64.00	\$16,320.00	\$65.00	\$16,575.00



# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**BOUDREAU PIPELINE CORPORATION**

**KEC ENGINEERING**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
23	MANHOLE NO. 1	EACH	7	\$5,000.00	\$35,000.00	\$4,860.00	\$34,020.00	\$10,100.00	\$70,700.00
24	MANHOLE NO. 2	EACH	14	\$5,000.00	\$70,000.00	\$12,500.00	\$175,000.00	\$13,500.00	\$189,000.00
25	MANHOLE NO. 4	EACH	5	\$7,000.00	\$35,000.00	\$21,000.00	\$105,000.00	\$18,500.00	\$92,500.00
26	MANHOLE NO. 2 WITH SAFETY LEDGE	EACH	1	\$15,000.00	\$15,000.00	\$23,500.00	\$23,500.00	\$21,800.00	\$21,800.00
27	MODIFIED MANHOLE NO. 1	EACH	1	\$6,000.00	\$6,000.00	\$5,230.00	\$5,230.00	\$16,000.00	\$16,000.00
28	24" RCP, CLASS II	L.F.	135	\$70.00	\$9,450.00	\$322.00	\$43,470.00	\$64.00	\$8,640.00
29	18" RCP, CLASS IV	L.F.	491	\$65.00	\$31,915.00	\$160.00	\$78,560.00	\$90.00	\$44,190.00
30	24" RCP, CLASS IV	L.F.	1,386	\$70.00	\$97,020.00	\$114.00	\$158,004.00	\$80.00	\$110,880.00
31	30" RCP, CLASS IV	L.F.	12	\$250.00	\$3,000.00	\$740.00	\$8,880.00	\$135.00	\$1,620.00
32	72" RCP, 1000D	L.F.	1,265	\$315.00	\$398,475.00	\$378.00	\$478,170.00	\$305.00	\$385,825.00
33	78" RCP, 1000D	L.F.	210	\$450.00	\$94,500.00	\$458.00	\$96,180.00	\$395.00	\$82,950.00
34	36" RCP, 1350D	L.F.	430	\$105.00	\$45,150.00	\$138.00	\$59,340.00	\$105.00	\$45,150.00
35	48" RCP, 1350D	L.F.	205	\$175.00	\$35,875.00	\$206.00	\$42,230.00	\$195.00	\$39,975.00
36	54" RCP, 1350D	L.F.	2,020	\$150.00	\$303,000.00	\$228.00	\$460,560.00	\$205.00	\$414,100.00
37	78" RCP, 1350D	L.F.	1,290	\$350.00	\$451,500.00	\$440.00	\$567,600.00	\$385.00	\$496,650.00
38	84" RCP, 1350D	L.F.	1,425	\$385.00	\$548,625.00	\$450.00	\$641,250.00	\$390.00	\$555,750.00
39	AGGREGATE BASE, CLASS 2	C.Y.	1,210	\$50.00	\$60,500.00	\$119.00	\$143,990.00	\$195.00	\$235,950.00
40	HOT MIX ASPHALT (HMA)	TONS	2,175	\$105.00	\$228,375.00	\$164.00	\$356,700.00	\$246.00	\$535,050.00
41	TEMPORARY RESURFACING	TONS	815	\$110.00	\$89,650.00	\$126.00	\$102,690.00	\$125.00	\$101,875.00
42	ASPHALT CONCRETE GRINDING	S.F.	80,270	\$0.75	\$60,202.50	\$0.20	\$16,054.00	\$0.29	\$23,278.30
43	FOG SEALING	S.F.	89,500	\$0.50	\$44,750.00	\$0.10	\$8,950.00	\$0.07	\$6,265.00
44	HOT MIX ASPHALT (HMA) DIKE	L.F.	2,055	\$10.00	\$20,550.00	\$8.40	\$17,262.00	\$7.40	\$15,207.00
45	6-FOOT CHAIN LINK FENCE	L.F.	255	\$25.00	\$6,375.00	\$53.00	\$13,515.00	\$70.00	\$17,850.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**GRIFFITH COMPANY**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
23	MANHOLE NO. 1	EACH	7	\$5,000.00	\$35,000.00	\$10,644.00	\$74,508.00
24	MANHOLE NO. 2	EACH	14	\$5,000.00	\$70,000.00	\$11,656.00	\$163,184.00
25	MANHOLE NO. 4	EACH	5	\$7,000.00	\$35,000.00	\$20,534.00	\$102,670.00
26	MANHOLE NO. 2 WITH SAFETY LEDGE	EACH	1	\$15,000.00	\$15,000.00	\$25,900.00	\$25,900.00
27	MODIFIED MANHOLE NO. 1	EACH	1	\$6,000.00	\$6,000.00	\$15,731.00	\$15,731.00
28	24" RCP, CLASS II	L.F.	135	\$70.00	\$9,450.00	\$146.00	\$19,710.00
29	18" RCP, CLASS IV	L.F.	491	\$65.00	\$31,915.00	\$187.00	\$91,817.00
30	24" RCP, CLASS IV	L.F.	1,386	\$70.00	\$97,020.00	\$162.00	\$224,532.00
31	30" RCP, CLASS IV	L.F.	12	\$250.00	\$3,000.00	\$513.00	\$6,156.00
32	72" RCP, 1000D	L.F.	1,265	\$315.00	\$398,475.00	\$387.00	\$489,555.00
33	78" RCP, 1000D	L.F.	210	\$450.00	\$94,500.00	\$484.00	\$101,640.00
34	36" RCP, 1350D	L.F.	430	\$105.00	\$45,150.00	\$199.00	\$85,570.00
35	48" RCP, 1350D	L.F.	205	\$175.00	\$35,875.00	\$264.00	\$54,120.00
36	54" RCP, 1350D	L.F.	2,020	\$150.00	\$303,000.00	\$259.00	\$523,180.00
37	78" RCP, 1350D	L.F.	1,290	\$350.00	\$451,500.00	\$512.00	\$660,480.00
38	84" RCP, 1350D	L.F.	1,425	\$385.00	\$548,625.00	\$514.00	\$732,450.00
39	AGGREGATE BASE, CLASS 2	C.Y.	1,210	\$50.00	\$60,500.00	\$83.00	\$100,430.00
40	HOT MIX ASPHALT (HMA)	TONS	2,175	\$105.00	\$228,375.00	\$152.00	\$330,600.00
41	TEMPORARY RESURFACING	TONS	815	\$110.00	\$89,650.00	\$105.00	\$85,575.00
42	ASPHALT CONCRETE GRINDING	S.F.	80,270	\$0.75	\$60,202.50	\$0.30	\$24,081.00
43	FOG SEALING	S.F.	89,500	\$0.50	\$44,750.00	\$0.10	\$8,950.00
44	HOT MIX ASPHALT (HMA) DIKE	L.F.	2,055	\$10.00	\$20,550.00	\$7.00	\$14,385.00
45	6-FOOT CHAIN LINK FENCE	L.F.	255	\$25.00	\$6,375.00	\$66.00	\$16,830.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**H&H GENERAL  
CONTRACTORS, INC.**

**DOWNING CONSTRUCTION,  
INC.**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
46	CABLE RAILING	L.F.	160	\$65.00	\$10,400.00	\$22.00	\$3,520.00	\$53.00	\$8,480.00
47	14-FOOT DOUBLE DRIVE GATES	PAIR	2	\$1,500.00	\$3,000.00	\$3,850.00	\$7,700.00	\$2,650.00	\$5,300.00
48	MISCELLANEOUS IRON AND STEEL	LBS.	87,055	\$1.80	\$156,699.00	\$1.80	\$156,699.00	\$2.67	\$232,436.85
49	RELOCATE WATERLINE HOUSE SERVICE CONNECTION	EACH	10	\$2,000.00	\$20,000.00	\$2,750.00	\$27,500.00	\$1,450.00	\$14,500.00
50	CANAL GATE	EACH	4	\$15,000.00	\$60,000.00	\$16,400.00	\$65,600.00	\$9,000.00	\$36,000.00
51	ADJUST VALVE TO GRADE	EACH	9	\$300.00	\$2,700.00	\$391.00	\$3,519.00	\$150.00	\$1,350.00
52	EXTRA DIRECTED WORK	L.S.	1	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00
53	CLASS V (1/4-TON) ROCK	C.Y.	76	\$105.00	\$7,980.00	\$233.00	\$17,708.00	\$150.00	\$11,400.00
54	BACKING MATERIAL	C.Y.	36	\$40.00	\$1,440.00	\$174.00	\$6,264.00	\$35.00	\$1,260.00
55	ROCK SLOPE PROTECTION FABRIC	S.Y.	115	\$4.00	\$460.00	\$12.00	\$1,380.00	\$2.50	\$287.50
56	DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00
57	STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$16,500.00	\$16,500.00	\$30,000.00	\$30,000.00
58	NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$2,608.25	\$2,608.25

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**LEATHERWOOD  
CONSTRUCTION, INC.**

**FERREIRA CONSTRUCTION  
CO., INC. dba FERREIRA  
COASTAL CONSTRU**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
46	CABLE RAILING	L.F.	160	\$65.00	\$10,400.00	\$53.00	\$8,480.00	\$117.00	\$18,720.00
47	14-FOOT DOUBLE DRIVE GATES	PAIR	2	\$1,500.00	\$3,000.00	\$2,650.00	\$5,300.00	\$5,030.00	\$10,060.00
48	MISCELLANEOUS IRON AND STEEL	LBS.	87,055	\$1.80	\$156,699.00	\$3.00	\$261,165.00	\$3.60	\$313,398.00
49	RELOCATE WATERLINE HOUSE SERVICE CONNECTION	EACH	10	\$2,000.00	\$20,000.00	\$2,700.00	\$27,000.00	\$1,074.00	\$10,740.00
50	CANAL GATE	EACH	4	\$15,000.00	\$60,000.00	\$14,700.00	\$58,800.00	\$9,498.00	\$37,992.00
51	ADJUST VALVE TO GRADE	EACH	9	\$300.00	\$2,700.00	\$400.00	\$3,600.00	\$400.00	\$3,600.00
52	EXTRA DIRECTED WORK	L.S.	1	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00
53	CLASS V (1/4-TON) ROCK	C.Y.	76	\$105.00	\$7,980.00	\$250.00	\$19,000.00	\$276.00	\$20,976.00
54	BACKING MATERIAL	C.Y.	36	\$40.00	\$1,440.00	\$250.00	\$9,000.00	\$276.00	\$9,936.00
55	ROCK SLOPE PROTECTION FABRIC	S.Y.	115	\$4.00	\$460.00	\$6.00	\$690.00	\$6.00	\$690.00
56	DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$81,000.00	\$81,000.00
57	STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$3,350.00	\$3,350.00
58	NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$8,000.00	\$8,000.00	\$100.00	\$100.00	\$3,000.00	\$3,000.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**WEKA, INC.**

**SUKUT CONSTRUCTION, LLC**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
46	CABLE RAILING	L.F.	160	\$65.00	\$10,400.00	\$54.00	\$8,640.00	\$83.00	\$13,280.00
47	14-FOOT DOUBLE DRIVE GATES	PAIR	2	\$1,500.00	\$3,000.00	\$2,700.00	\$5,400.00	\$3,400.00	\$6,800.00
48	MISCELLANEOUS IRON AND STEEL	LBS.	87,055	\$1.80	\$156,699.00	\$3.00	\$261,165.00	\$1.60	\$139,288.00
49	RELOCATE WATERLINE HOUSE SERVICE CONNECTION	EACH	10	\$2,000.00	\$20,000.00	\$2,100.00	\$21,000.00	\$2,100.00	\$21,000.00
50	CANAL GATE	EACH	4	\$15,000.00	\$60,000.00	\$8,500.00	\$34,000.00	\$9,600.00	\$38,400.00
51	ADJUST VALVE TO GRADE	EACH	9	\$300.00	\$2,700.00	\$2,000.00	\$18,000.00	\$500.00	\$4,500.00
52	EXTRA DIRECTED WORK	L.S.	1	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00
53	CLASS V (1/4-TON) ROCK	C.Y.	76	\$105.00	\$7,980.00	\$100.00	\$7,600.00	\$250.00	\$19,000.00
54	BACKING MATERIAL	C.Y.	36	\$40.00	\$1,440.00	\$68.00	\$2,448.00	\$285.00	\$10,260.00
55	ROCK SLOPE PROTECTION FABRIC	S.Y.	115	\$4.00	\$460.00	\$4.00	\$460.00	\$11.00	\$1,265.00
56	DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00
57	STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00	\$58,700.00	\$58,700.00
58	NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**BOUDREAU PIPELINE CORPORATION**

**KEC ENGINEERING**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
46	CABLE RAILING	L.F.	160	\$65.00	\$10,400.00	\$81.00	\$12,960.00	\$56.00	\$8,960.00
47	14-FOOT DOUBLE DRIVE GATES	PAIR	2	\$1,500.00	\$3,000.00	\$2,670.00	\$5,340.00	\$2,800.00	\$5,600.00
48	MISCELLANEOUS IRON AND STEEL	LBS.	87,055	\$1.80	\$156,699.00	\$2.60	\$226,343.00	\$2.80	\$243,754.00
49	RELOCATE WATERLINE HOUSE SERVICE CONNECTION	EACH	10	\$2,000.00	\$20,000.00	\$5,600.00	\$56,000.00	\$4,450.00	\$44,500.00
50	CANAL GATE	EACH	4	\$15,000.00	\$60,000.00	\$11,000.00	\$44,000.00	\$13,500.00	\$54,000.00
51	ADJUST VALVE TO GRADE	EACH	9	\$300.00	\$2,700.00	\$585.00	\$5,265.00	\$1,150.00	\$10,350.00
52	EXTRA DIRECTED WORK	L.S.	1	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00
53	CLASS V (1/4-TON) ROCK	C.Y.	76	\$105.00	\$7,980.00	\$213.00	\$16,188.00	\$170.00	\$12,920.00
54	BACKING MATERIAL	C.Y.	36	\$40.00	\$1,440.00	\$179.00	\$6,444.00	\$83.00	\$2,988.00
55	ROCK SLOPE PROTECTION FABRIC	S.Y.	115	\$4.00	\$460.00	\$44.00	\$5,060.00	\$17.00	\$1,955.00
56	DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$28,600.00	\$28,600.00	\$20,000.00	\$20,000.00
57	STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$56,000.00	\$56,000.00	\$20,000.00	\$20,000.00
58	NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$8,000.00	\$8,000.00	\$8,650.00	\$8,650.00	\$1,500.00	\$1,500.00

# Riverside County Flood Control & Water Conservation District

**Bid Abstract**

1995 Market St. Riverside, CA 92501 Phone: 951.955.1200 Fax 951.788.9965



**Project Name:** BEAUMONT MDP LINE 16, STAGE 50 RECHARGE BASIN FEEDER  
**Project Number:** 5-0177-01  
**Bid Open Date:** 6/16/2021

**ENGINEER'S ESTIMATE**

**GRIFFITH COMPANY**

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Bid</i>	<i>Total Bid</i>	<i>Unit Bid</i>	<i>Total Bid</i>
46	CABLE RAILING	L.F.	160	\$65.00	\$10,400.00	\$53.00	\$8,480.00
47	14-FOOT DOUBLE DRIVE GATES	PAIR	2	\$1,500.00	\$3,000.00	\$2,641.00	\$5,282.00
48	MISCELLANEOUS IRON AND STEEL	LBS.	87,055	\$1.80	\$156,699.00	\$2.50	\$217,637.50
49	RELOCATE WATERLINE HOUSE SERVICE CONNECTION	EACH	10	\$2,000.00	\$20,000.00	\$4,792.00	\$47,920.00
50	CANAL GATE	EACH	4	\$15,000.00	\$60,000.00	\$12,548.00	\$50,192.00
51	ADJUST VALVE TO GRADE	EACH	9	\$300.00	\$2,700.00	\$574.00	\$5,166.00
52	EXTRA DIRECTED WORK	L.S.	1	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00
53	CLASS V (1/4-TON) ROCK	C.Y.	76	\$105.00	\$7,980.00	\$250.00	\$19,000.00
54	BACKING MATERIAL	C.Y.	36	\$40.00	\$1,440.00	\$250.00	\$9,000.00
55	ROCK SLOPE PROTECTION FABRIC	S.Y.	115	\$4.00	\$460.00	\$5.60	\$644.00
56	DUST ABATEMENT	L.S.	1	\$35,000.00	\$35,000.00	\$3,993.00	\$3,993.00
57	STORMWATER AND NON-STORMWATER POLLUTION CONTROL	L.S.	1	\$25,000.00	\$25,000.00	\$633.00	\$633.00
58	NON-STORMWATER DISCHARGE OR DEWATERING	L.S.	1	\$8,000.00	\$8,000.00	\$5,546.00	\$5,546.00



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 12

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager  
Bill Clayton, Acting Director of Finance and Administrative Services

**SUBJECT: Options to Address Unfunded Pension and Other Post-Employment Benefits (OPEB) Obligations**

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**Staff Recommendation**

Request the Board confirm District staff's recommendation to establish Section 115 Trusts to invest reserve funds set aside to pay future pension and OPEB obligations and to return to the Board with the necessary documents for the establishment of Section 115 Trusts for said obligations.

**Background:**

New accounting standards have dramatically impacted local government financial statements by requiring the net pension/OPEB liability (OPEB effective date was FY 2017/18) be reported as a liability on the District's statement of Net Position; thereby reducing the District's financial net position (assets in excess of liabilities). Prior to the change in accounting standards in the long-term liability amounts referred to as unfunded accrued actuarial liability were not included on the District's balance sheet. Annual payments for pension and OPEB costs were paid on a "pay-as-you-go" basis, therefore no additional accrued actuarial expenses were added to District pension or health care costs and there was not an additional liability reported on the balance sheet. The addition of these unfunded long-term liabilities to the financial statements has brought these liabilities to the forefront of attention among public officials and citizens nationwide.

In September 2019 alongside the Water Rate and Fee Study, the District Board hosted a study session with a presentation by Urban Futures Incorporated (UFI), a financial advisory and consulting services firm, regarding options to address unfunded pension and OPEB liabilities. At that time, UFI recommended that the District adopt a formal written pension and OPEB funding policy, stating their belief that rating agencies will require public agencies to formally adopt written policies to address unfunded pension/OPEB liabilities in the near future (see Attachment 1).

While the District has not adopted a formal written pension and OPEB funding policy, the 2019 Water Rate Study did make provision for the rate collection activity of \$45,000 and \$104,000 to be set aside annually for the possible pre-funding of the pension and OPEB liabilities, which were \$2,594,236 and \$2,061,369, respectively as of December 31, 2020, up from \$2,328,743 and \$1,550,636 as of December 31, 2019. At the special meeting of the Finance and Audit Committee on May 25, 2021, some discussion was had regarding the increase in the liabilities and it was suggested that the topic be brought back to a future meeting of the full Board, specifically to re-examine the alternatives for pre-funding the pension and OPEB liabilities.





**Summary**

Bartel Associates (BA), the actuarial consulting firm that prepared the District’s required actuarial valuation of the OPEB liability as of December 31, 2020 has provided District staff with several available options to lower the District’s unfunded pension and OPEB liabilities as presented on the Statement of Net Position, including several strategies for the Pension liability and one main option for the OPEB liability (recommended by the Government Finance Officers’ Association [GFOA]). BA’s presentation to District staff is included as Attachment 2. The options, with associated actions and pros and cons of each are set forth in Table 1 below.

**Table 1 - Options to Pre Fund the District's Unfunded Pension and OPEB Liabilities**

Option	Action to Take	Pros	Cons
A1 (Pension only)	Make Payments Directly to CalPERS via Fresh Start	<ul style="list-style-type: none"> <li>• Lower interest cost</li> <li>• Lower payments in long run</li> </ul>	<ul style="list-style-type: none"> <li>• Higher payments in near term</li> <li>• Cannot be changed once elected</li> </ul>
A2 (Pension only)	Make Payments Directly to CalPERS via Additional Discretionary Payments	<ul style="list-style-type: none"> <li>• Extra contributions applied as directed by employer to pay off a portion of the UAL</li> <li>• CalPERS will reduce subsequent contribution requirements by a little</li> </ul>	<ul style="list-style-type: none"> <li>• No guaranteed savings – more assets means larger potential investment loss (or gain)</li> <li>• Future assets in excess of liabilities (should they occur) will not be refunded</li> </ul>
<b>B (Staff Recommendation) (Both Pension and OPEB)</b>	<b>Create Section 115 Trust</b>	<ul style="list-style-type: none"> <li>• <b>More flexibility and control than paying CalPERS directly</b></li> <li>• <b>Assets can be accessed any time to offset contribution rate increases (rate stabilization) or as a rainy day fund</b></li> <li>• <b>Should result in a lower total cost to the District for providing retiree health benefits</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Can only be used for pension or OPEB contributions</b></li> <li>• <b>Does not reduce net pension liability for financial reporting</b></li> </ul>
C (Current Condition) (Both Pension and OPEB)	Status Quo	<ul style="list-style-type: none"> <li>• Gives the “minimum” payment to the CalPERS pension program</li> <li>• Favorable investment performance could reduce unfunded liability if it outperforms assumptions consistently</li> </ul>	<ul style="list-style-type: none"> <li>• District’s unfunded liability likely to grow with corresponding increased required employer contributions</li> </ul>



Two of the most commonly used strategies for pre-funding the pension liability include making payments directly to CalPERS and creating a Section 115 Trust. Making payments directly to CalPERS would likely result in the best long-term investment return, and can be done in one of two ways: by requesting a shorter amortization period (Fresh Start) or making Additional Discretionary Payments (ADPs). A Fresh Start would result in higher payments in the near term, with less interest and lower payments in the long run. One limitation of the Fresh Start option is that once this is elected it cannot be changed. Additional Discretionary Payments can be applied as directed by the District to pay off a portion of the Unfunded Accrued Liability (UAL). The District's subsequent annual contribution requirements to CalPERS would be reduced, but a drawback is that there is no guaranteed savings, since more assets means a larger potential investment loss (or gain).

Creating an irrevocable supplemental or Section 115 Trust and pre-funding the pension liability is an alternative strategy to making payments directly to CalPERS, one that would allow the District to maintain control and oversight of assets as opposed to relinquishing that control to CalPERS. A Section 115 Trust can only be used for CalPERS contributions, but the District would have more flexibility and control than if paying CalPERS directly, as the District would decide if, when, and how much money to put into a trust, and if, when, and how much to withdraw to pay CalPERS or to reimburse the District. The District could make these decisions on an ongoing basis or through the creation of a formal funding policy. Unless the District were to elect to use the California Employers' Pension Prefunding Trust (CEPPT), a Section 115 Trust would not directly reduce the District's Net Pension Liability for financial reporting purposes. Another drawback of a Section 115 Trust is that investment returns are likely to be lower than when funds are invested directly with CalPERS.

The most commonly used strategy for pre-funding the OPEB liability is through the creation of a trust, much like the Section 115 Trust discussed for addressing the pension liability. There is no option to make direct payments to CalPERS for the OPEB liability, unlike for the pension liability. The GFOA recommends that "governments prefund their obligations for postemployment benefits other than pensions (OPEB) once they have determined that the employer has incurred a substantial long-term liability. In most cases, employers can make long-term investments to cover these obligations through a separate trust fund that should, over time, result in a lower total cost for providing postemployment benefits."

Because of the control and flexibility afforded by the Section 115 Trust option as compared to the direct payments to CalPERS with regard to the pension liability, staff recommends that the Board direct staff to return to the Board with the necessary documents for the establishment of Section 115 Pension and OPEB Trusts to invest reserve funds set aside to pay future pension and OPEB obligations. Since there are several trust providers, staff would issue a Request for Proposals to select the firm which would provide the most advantageous proposal, including the CEPPT, and the selected firm would supply the District with a sample resolution and staff report to adopt the Trusts.

### **Fiscal Impact**

To be determined.

### **Attachments**



1. Slide excerpted from September 2019 presentation by UFI
2. OPEB and CalPERS Unfunded Liabilities presentation from Bartel Associates

Staff Report prepared by Bill Clayton, Acting Director of Finance and Administrative Services



# Pension/OPEB Funding Policy

*City Council should adopt formal written policies:*

- Full description of plans & liabilities
- Financial metrics/targets:
  - Level of reserve and funding target levels
- Allocation of Additional Resources (ADPs)
- Potential Funding Solutions
  - Funding objectives
  - Minimum Savings Levels
  - Structuring guidelines

***We believe that rating agencies will require agencies to formally adopt written policies to address unfunded pension/OPEB liabilities in the near future.***

# Attachment 2



**B**ARTEL  
ASSOCIATES, LLC

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

### **OPEB and CalPERS Unfunded Liabilities**

Mary Elizabeth Redding, Vice President  
Cathy Wandro, Assistant Vice President  
**Bartel Associates, LLC**

June 17, 2021

### **Agenda**

<u>Topic</u>	<u>Page</u>
OPEB – Pre-Funding	1
CalPERS – Paying Down the UAAL	4

## OPEB – PRE-FUNDING

### Comparison of Total OPEB Liability (TOL) at Different Discount Rates

The following table shows the impact on the District’s December 31, 2020 GASBS 75 Total OPEB Liability (Measurement Date of June 30, 2020) under different discount rate scenarios to illustrate the impact on the TOL of pre-funding the OPEB plan. The actual discount rate would be determined using the GASB Statement 75 prescribed methodology, based on the District’s funding policy and expected investment return of the OPEB trust. For example, if CERBT Strategy #2 was selected, a funding policy of \$100,000 annual Trust contributions for the next 20 years in addition to retiree benefits paid, would permit us to use the 6.25% discount rate.

Because the District is not currently pre-funding, the 12/31/20 TOL was based on the Bond Buyers 20 Bond GO index of 2.21% on the 6/30/20 measurement date.

	12/31/20 GASBS 75 Report	Sample Alternative Discount Rates					
		PARS Conservative	PARS Moderately Conservative	CERBT #3	PARS Moderate	CERBT #2/ PARS Balance	CERBT #1/ PARS Capital Appr.
■ Discount Rate/Expected Long-Term Investment Return	2.21%	4.50%	5.25%	5.50%	6.00%	6.25%	6.75%
■ Total OPEB Liability 12/31/20 (Measurement Date 6/30/20)							
• Actives	\$ 1,209,631	\$ 798,433	\$ 704,380	\$ 676,262	\$ 624,272	\$ 600,225	\$ 555,637
• Retirees	<u>851,738</u>	<u>644,175</u>	<u>594,750</u>	<u>579,769</u>	<u>551,779</u>	<u>538,691</u>	<u>514,155</u>
• Total	2,061,369	1,442,608	1,299,130	1,256,031	1,176,051	1,138,916	1,069,792



June 17, 2021

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## OPEB – PRE-FUNDING

### Important Notes about the Discount Rate

- Everything is evaluated and measured on the measurement date – June 30th before the fiscal year end. Changes after the measurement date do not impact any amounts reported
- We believe the discount rate is based on the District’s commitment to OPEB funding at the measurement date, not past practice
  - Possibly evidenced by a Board resolution or budgeted funds
  - There must be an intent to accumulate funds from which benefits will be paid
  - Auditors will ultimately decide whether or not they agree
- Once there is a commitment to prefunding, we will perform the crossover test as specified in the GASB statements, incorporating the District’s stated funding policy, to see if assets are projected to be sufficient to cover future benefit payments.
  - If assets are projected to be sufficient, the fund’s long term rate of return will be used as the discount rate
  - If not, the discount rate will be lower
- If future contributions differ from the stated funding strategy, the GASB statements require use of the actual recent contributions as a projection of future contributions in the crossover test.
- Benefits paid directly by the District count as contributions.



June 17, 2021

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## OPEB – PRE-FUNDING

- Some Trust Options for Funding the OPEB Liability
  - CalPERS CERBT
  - Public Agency Retirement Services (PARS)
  - RCM Robinson Capital Management, LLC
  - Keenan (Futuris)
  - PFM Asset Management LLC



June 17, 2021

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## CALPERS - PAYING DOWN THE UAL & RATE STABILIZATION

- Options for Funding the CalPERS Obligation
  - Pay CalPERS contributions as billed
  - Favorable investment performance could reduce unfunded liability
    - Only if consistently outperform assumptions
  - Make additional payments to CalPERS
  - Set aside funds in an irrevocable supplemental/Section 115 Trust



June 17, 2021

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## CALPERS - PAYING DOWN THE UAL & RATE STABILIZATION

- Make payments directly to CalPERS:
  - Likely best long-term investment return
  - Must be considered an irrevocable decision
  - Option #1: Request shorter amortization period (Fresh Start):
    - Higher short term payments
    - Cannot be changed once elected
    - Less interest and lower long term payments
  - Option #2: Additional Discretionary Payments (ADP):
    - Extra contributions applied as directed by employer to pay off a portion of the UAL
    - CalPERS will reduce subsequent contribution requirements by a little
    - No guaranteed savings – more assets means larger potential investment loss (or gain)



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## CALPERS - PAYING DOWN THE UAL & RATE STABILIZATION

- Irrevocable supplemental/Section 115 Trust
  - Can only be used for CalPERS contributions
- Investments significantly less restricted than District investment funds
- More flexibility than paying CalPERS directly
  - District decides if and when and how much money to put into Trust
  - District decides if and when and how much to withdraw to pay CalPERS or reimburse Agency
- Funding strategies typically focus on
  - Reducing the unfunded liability
  - Use funds for rate stabilization/budget predictability



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## CALPERS - COMPARISON OF OPTIONS

### ■ Supplemental Trust

- Flexible
- Likely lower long-term return
- Investment strategy choice
- Does not reduce net pension liability for GASB reporting
- More visible

### ■ CalPERS

- Locked In
- Likely higher long-term return
- No investment choice
- Reduces net pension liability for GASB reporting
- More restricted



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## CALPERS – FUNDS FOR UAL PAY DOWN

- District budget
- One-time money
- Employee cost sharing
- Pension Obligation Bond:
  - Usually thought of as interest arbitrage between expected earnings and rate paid on POB
  - No guaranteed savings
  - GFOA Advisory
  - Currently very popular



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**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
July 14, 2021**

Item 13

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Continued Review of Anticipated California Drought Conditions, District Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other Drought Response

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**Staff Recommendation**

Direct staff as desired.

**Attachments**

1. California Drought Monitor Map – June 29, 2021
2. Current Reservoir Conditions – June 1, 2021

**References:**

Newsom asks all Californians to voluntarily reduce water usage by 15% amid drought  
Los Angeles Times (7/8/2021)  
[https://www.latimes.com/california/story/2021-07-08/newsom-new-drought-declarations-california?utm\\_id=32816&sfmc\\_id=699223](https://www.latimes.com/california/story/2021-07-08/newsom-new-drought-declarations-california?utm_id=32816&sfmc_id=699223)

Space images show how terrible California drought is  
*“Drought and heat are natural dance partners”*  
Mashable (6/26/2021)  
<https://mashable.com/article/california-west-drought-images-space>

California’s Drought Leads to Cutbacks in Marin County but not in San Diego  
*Southern California was better prepared for dry conditions than the rainier North, where home car washing has been banned*  
The Wall Street Journal (6/30/2021)  
<https://www.wsj.com/articles/californias-drought-leads-to-cutbacks-in-marin-county-but-not-in-san-diego-11625045401>

Once Again, the Earth is Being Wrung Dry  
The New York Times (6/26/2021)  
<https://www.nytimes.com/2021/06/24/opinion/california-drought-water-climate.html>

Warming Climate, Low Sierra Snowpack Extend California Drought  
KPIX / CBS SF Bay Area (7/4/2021)  
<https://sanfrancisco.cbslocal.com/2021/07/04/warming-climate-low-sierra-snowpack-evaporating-runoff-extend-california-drought/>



Today bulldozing almond orchards – tomorrow urban water rationing

Manteca / Ripon Bulletin (5/25/21)

<https://www.mantecabulletin.com/opinion/local-columns/today-bulldozing-almond-orchards-tomorrow-urban-water-rationing/>

California Fresh Fruit Association's Ian LeMay Discusses California Drought; Water Infrastructure and Investments

And Now You Know (6/14/21)

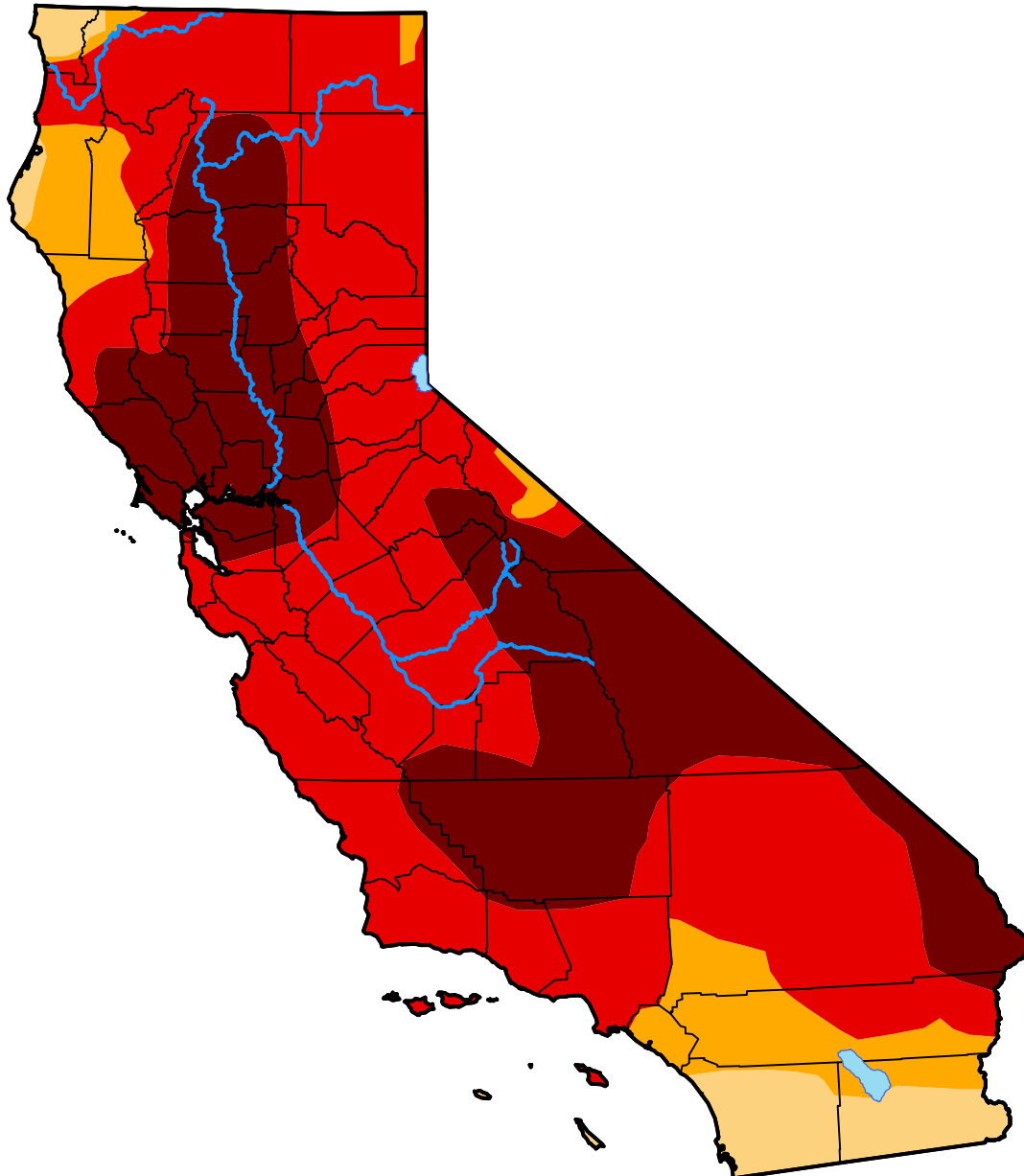
<https://www.andnowuknow.com/headlines/california-fresh-fruit-associations-ian-lemay-discusses-california-drought/jordan-okumura/73789>

California Department of Water Resources – Drought page

<https://water.ca.gov/drought/>

# U.S. Drought Monitor California

**July 6, 2021**  
(Released Thursday, Jul. 8, 2021)  
Valid 8 a.m. EDT



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	0.00	100.00	100.00	94.73	85.44	33.32
<b>Last Week</b> <i>06-29-2021</i>	0.00	100.00	100.00	94.73	85.44	33.32
<b>3 Months Ago</b> <i>04-06-2021</i>	0.77	99.23	92.65	69.68	35.42	5.36
<b>Start of Calendar Year</b> <i>12-29-2020</i>	0.00	100.00	95.17	74.34	33.75	1.19
<b>Start of Water Year</b> <i>09-29-2020</i>	15.35	84.65	67.65	35.62	12.74	0.00
<b>One Year Ago</b> <i>07-07-2020</i>	41.79	58.21	46.74	20.84	2.45	0.00

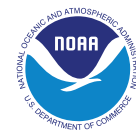
***Intensity:***

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

***Author:***

Deborah Bathke  
National Drought Mitigation Center



**droughtmonitor.unl.edu**



# CURRENT RESERVOIR CONDITIONS

## SELECTED WATER SUPPLY RESERVOIRS

Midnight: July 6, 2021

