



**BEAUMONT CHERRY VALLEY WATER DISTRICT
MEETING OF THE
PERSONNEL COMMITTEE
AGENDA**

**Friday, December 28, 2007 – 5:00PM
815 E. 12th St, Beaumont CA 92223**

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call Bianca Marin Administrative Assistant, at (951) 845-9581 Ext. 23 for assistance so the necessary arrangements can be made.

**1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- Chairman
Chatigny**

2. Public Input

Anyone wishing to address the Board on any item that is not set for public hearing, or any topic within the Board's jurisdiction that is not on the agenda, may do so at this time. This is not a time for Board Member comment or action, but the Board may ask questions for clarification or make a referral to staff for factual information to be reported back to the Board at a later meeting. When called upon, please state your name and address for the record, who you represent and any statement you wish to make. Each Speaker and/or Presenter is limited to three minutes.

3. Review of the Minutes

- a. Minutes of the October 15, 2007 Meeting
- b. Minutes of the November 21, 2007 Meeting

Recommendation: Present to Full Board for Approval

4. Education Contract

Recommendation: Present to Full Board for Approval

5. Housing Agreement

Recommendation: Present to Full Board for Approval

6. Closed Session

- a. Pursuant to Government Code Section 54957, Discussion Regarding Employee Complaint.

7. Adjournment

Unapproved Minutes of October 15, 2007

**RECORD OF THE MINUTES
OF THE MEETING OF THE
PERSONNEL COMMITTEE OF THE
BEAUMONT CHERRY VALLEY WATER DISTRICT
October 15, 2007**

1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- Chairman Chatigny

President Chatigny called the meeting to order at 5:00 p.m., 815 E. 12th Street, Beaumont, California. Those present at this meeting were Committee members President Chatigny and Vice President Lash. Also present was the General Manager, C.J. Butcher. Chairman Chatigny led the pledge and Committee Member Lash recited the invocation.

2. Public Input

Chairman Chatigny invited Frances Flanders to address the Board. Mrs. Flanders, a Cherry Valley Resident stated that the Brown act states that the location of the meeting should be handicap accessible and if the building is not handicap accessible then the meeting should be moved to a handicap accessible building. Mrs. Flanders complained that it causes her pain to go up stairs. General Manager, C.J. Butcher stated that he instructed District staff to build a ramp and that the ramp should be finished by the next Board meeting.

3. Discussion and Possible Action Regarding Education Contracts for Two Employees

Bryan Wilfley presented a slide presentation on how the GIS system works and the different uses of this GIS system by the District. Mr. Wilfley explained that once this system is completed it will save the District time and labor. Other uses for the system include: help locating meters, as well as run reports and expedite any service requests. Mr. Wilfley reported that based on this system, a new system will be created, installed in each truck and each field representative will be able to view, access and update any account information faster.

General Manager, C.J. Butcher, stated that the savings that the District has by having Bryan Wilfley rather than a consultant working in the GIS System are significant. Mr. Butcher recommended that the Personnel Committee brings Mr. Wilfley's contract in front of the full Board to approve to be sent to the attorney to be re-written.

It was the recommendation of the committee to present Bryan Wilfley's contract in front of the full Board with the recommendation that it be sent to legal counsel to be re-written.

4. Discussion and Possible Action Regarding "At Will" Part Time Employment Contract for Joe Reichenberger

General Manager, C.J. Butcher stated that he requested Joe Reichenberger to explain his employment status in writing. Joe Reichenberger's employment was discussed in Closed Session at a Board meeting in 2006 and it was explained at

the same Board meeting the different benefits that he would get. Mr. Butcher recommended that the Personnel Committee bring this contract to the full Board for approval and send to the legal counsel to do an "at will" part time employment contract.

Public questioned staff about why Joe Reichenberger does not do Mr. Wilfley's job. Mr. Butcher explained to the Board and the Public that the reason Joe Reichenberger does not work on the GIS System is because Joe Reichenberger is not trained in this field and the District has to have somebody ready for when Mr. Reichenberger retires.

It was the recommendation of the Personnel Committee, that the Board direct Legal Counsel to draft an "At will" employment contract for Mr. Reichenberger.

5. Discussion and Possible Action Regarding Rental Agreements for District Housing

Chairman Chatigny invited General Manager, C.J. Butcher to speak on this item. C.J. Butcher stated that there was an issue brought up by Director Ball at the last meeting, where Director Ball estimated that \$280,000 was presumably owed to the District by employees living at the District residences. Mr. Butcher explained to the Board that he reviewed the numbers for the last five years and he could not come up with the same number. Further, Mr. Butcher explained that vandalism has been reduced since the District employees occupy these properties, and occupying these properties has also helped in case of emergencies. On another issue, Mr. Butcher explained that the manual and policy that Director Ball brought at the last meeting was not an approved manual. Mr. Butcher stated that the housing contract supersedes the manual.

Committee Member Lash suggested that an occupant list with the names of people living at the District's residences be added to the contract. Mr. Butcher agreed to add an occupant list to the housing contract.

Chairman Chatigny explained that the Draft Policy Manual report will be presented to the Board with the recommendation that it will be updated with the new policies including housing that have been approved since this policy was tabled in January 2000.

6. Additional Questions Asked by the Audience

Frances Flanders requested that a legal description of the property (APN) be added to the housing contract.

The audience questioned the terms GIS and MOU, C.J. Butcher explained that GIS stands for Global Instrumentation System and MOU stands for Memorandum of Understanding.

7. Adjournment

Chairman Chatigny adjourned the Personnel Committee meeting at 5:55 p.m.

Unapproved Minutes of November 21, 2007

**BEAUMONT CHERRY VALLEY WATER DISTRICT
RECORD OF THE MINUTES OF THE MEETING OF THE
PERSONNEL COMMITTEE
November 21, 2007 – 6:00PM**

1. Call to Order, Pledge of Allegiance, Invocation, Roll Call- Chairman Chatigny

President Chatigny called the meeting to order at 6:00 p.m., 815 E. 12th Street, Beaumont, California. Those present at this meeting were Committee members President Chatigny and Vice President Lash. Also present was the General Manager, C.J. Butcher. Chairman Chatigny led the pledge and Committee Member Lash recited the invocation.

2. Public Input

Chairman Chatigny invited Autumn Young to address the Board on Item 3 of the agenda in progress. Mrs. Young a resident of Cherry Valley stated that she is in favor that the District provides education for employees. She indicated that it is important to have the best trained and educated people working for the District.

Chairman Chatigny invited Sean Balingit to address the Board on the Education Contract Item. Mr. Balingit indicated that he attended the last meeting, and he was saddened by the way Directors conducted the meeting. He stated that all the people that protested about the education for this employee do not represent all the community or all the rate payers. He further stated that he fully endorses the decision to write a contract and give Mr. Wilfley an education. He commented that he wants to be heard as an individual.

3. Discussion and Recommendation for Education Contract

C.J. Butcher explained that at the last Board Meeting on November 14, 2007, there was a lot of input provided by the public regarding the Education Contract for Bryan Wilfley. He stated that there was a memo included in the agenda which indicates the proposed changes to Bryan Wilfley's contract.

- The District will pay 75% of the cost of tuition including books and necessary materials
- Wilfley will pay 25% of tuition and books and materials
- There will be no reimbursement for mileage, food or lodging
- Wilfley may use a District vehicle for transportation however no mileage reimbursement for personal vehicle use will be allowed
- Wilfley will be required to work a 40 hour work week. Because of the current work related activities Wilfley will prepare a work schedule for approval by the District Engineer prior to each pay period.
- Following completion of his engineering course work and after gaining State registration Wilfley agrees to work for the District for a period of five years
- Over Time as approved will be paid to Wilfley

Chairman Chatigny invited Frances Flanders to address the Board on this Item. Mrs. Flanders, rate payer stated that at the last meeting it was said that the Legal Counsel was the one to redraft the contract and not the Personnel Committee.

C.J. Butcher explained that the recommendations and additions to the contract in tonight's meeting will be incorporated in the contract and the Legal Counsel will make the changes. He further explained that the rewritten contract will be presented in front of the full board.

It was the recommendation of the committee to send Bryan Wilfley's contract to Legal Counsel to incorporate changes and present to the full board for approval.

4. Adjournment

Chairman Chatigny adjourned the November 21, 2007 meeting at 6:18 pm.

Education Contract

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2007 ("Effective Date") by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency of the State of California, ("District"), and BRYAN WILFLEY, an individual and employee of the District, ("Employee"). District and Employee are sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. District is an irrigation district, organized pursuant to the Wright Act of 1897 and existing pursuant to California Irrigation District Law, California Water Code §20500, et. seq.
- B. Employee is currently employed by the District as an Engineering Technician.
- C. Employee would like to continue his education and become a licensed Engineer.
- D. District finds that having an employee in house with additional engineering knowledge would be important and beneficial to the District.
- E. District is interested in paying for classes and books for Employee to become a licensed Engineer.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All of the above recitals are hereby incorporated by reference to the same extent as though herein again set forth in full.
- 2. Beginning with the Effective Date of this Agreement, the District will pay seventy-five percent (75%) of tuition, books, and necessary materials for engineering courses at a Community College or University approved by both Parties, in which Employee is enrolled as a full time student, while concurrently employed by the District. "Full time student" shall mean enrolled in twelve (12) or more units per semester or quarter, depending on the approved term of the school.
- 3. District shall not reimburse Employee for courses or textbooks in a semester or quarter where Employee is not enrolled as a full time student unless there is prior written agreement between the Parties for each individual semester or quarter in which Employee does not meet full time student status.
- 4. Employee may use a District vehicle for transportation to and from classes related to this agreement.
- 5. District will not reimburse Employee for any mileage, food or lodging related to this agreement, whether in Employee's personal vehicle or in a District vehicle.
- 6. Should District make a payment pursuant to this Agreement and Employee register as a full time student during any quarter or semester and at some time during said quarter or

semester employee wishes to reduce the number of units such that Employee is considered a part time student, Employee must receive written approval from the District, which approval will be in the sole and absolute discretion of the District, prior to reduction of the number of units being taken by Employee.

7. From and after the Effective Date, Employee will provide proof of enrollment in each engineering course taken and a receipt for the required textbooks, upon which the District will cause payment to be made to Employee for courses and required textbooks.
8. Employee is required to work full time for the District. "Full time" is defined as forty (40) hours each week. Employee will prepare and provide, prior to each pay period, a work schedule for approval at the sole and absolute discretion of the District Engineer.
9. Employee will be paid one and one-half (1 ½) times Employee's regular hourly rate for work approved by the General Manager of District, which exceeds eight (8) hours in one day or forty (40) hours in one week.
10. Employee will provide written proof to the District, in the form of a semester or quarter grade report, whichever is provided by the school, of the adequate completion of each course for which a payment was made by the District. Adequate completion shall constitute a final grade of "C" or above.
11. Employee is expected to have completed his coursework within five (5) years of Effective Date. In the event that Employee has not completed the required coursework within five (5) years of Effective Date, Employee will reimburse District for any and all expenses paid by District as part of this Agreement.
12. In the event Employee terminates his employment with the District fewer than 5 years after receiving his engineering license, or having two (2) or more consecutive semesters where Employee fails to be enrolled in full time coursework, Employee will reimburse any and all expenses provided by District as part of this Agreement.
13. In the event that Employee fails to become a licensed engineer within five (5) years of the last required course taken by Employee, Employee will reimburse any and all expenses provided by District as part of this Agreement.
14. Upon the occurrence of events in Paragraphs 11, 12 or 13, the terms of this Agreement terminate, with the exception of Paragraph 15, which survives the termination of any and all other portions of this Agreement.
15. If repayment is required by Employee pursuant to Paragraphs 11, 12 or 13 then repayment will be governed by the following provisions:
 - a. Payment will be due on the first (1st) day of the month, commencing with the first (1st) full month after the event in Paragraph 8, 9 or 10 causing repayment.
 - b. Payment amounts will follow an amortization schedule of five (5) years at an interest rate on the principal amounts due of ten percent (10%) per annum.

- c. It is understood that any interest due hereunder shall be calculated on the basis of a three hundred sixty-five (365) day period and the term "per annum" means said three hundred sixty-five (365) day period.
 - d. Despite any other provision of this Agreement, in no event will the amount paid or agreed to be paid to the District as interest hereunder, exceed the highest lawful rate applicable to this Agreement. If District ever receives interest in amounts which exceed the highest lawful rate applicable to this Agreement, such amount will be applied to the reduction of unpaid principal.
 - e. If the payment is not paid within fifteen (15) days from the due date, Employee shall pay District ten percent (10%) for each payment due as an administrative processing charge. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative cost that District will incur by reason of the late payment by Employee. Acceptance of any late charge shall not constitute a waiver of Employee's default with respect to the overdue amount or prevent the District from exercising any of the other rights and remedies available to District.
 - f. Any principal amount may be prepaid at any time without penalty.
 - g. Any payments received from Employee will be applied in the following order: first, to any fees due for late payments due hereunder; second, to accrued and unpaid interest; and third, to any principal amount.
 - h. The terms of this Paragraph survive the termination of any and all other Paragraphs of this Agreement.
16. In the event of failure to make any payment required pursuant to Paragraph 15 of this Agreement, District may, without notice or demand, declare the entire principal sum immediately due and payable.
17. To induce District to execute this Agreement, Employee covenants that Employee will continue on as an employee with District for a minimum period of five (5) years after becoming a licensed Engineer.
18. Upon Employee's successful completion of the required coursework and Employee successfully passing his licensing examination and receiving his engineering license, the Parties will renegotiate the salary of Employee.
19. Employee is solely and completely responsible for any and all tax consequences caused by the payment of the course tuition and books provided for in this Agreement.
20. The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.

21. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreement are not consistent with this Agreement.
22. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, the prevailing Party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other Party the prevailing Party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.
23. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

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

If to Employee:

Bryan Wilfley

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

24. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
25. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.
26. This Agreement may be modified only by another written instrument duly authorized and executed by both Parties.

27. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
28. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
29. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
30. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the District.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

DISTRICT:

EMPLOYEE:

BEAUMONT-CHERRY VALLEY
WATER DISTRICT, a public agency
of the State of California

BRYAN WILFLEY

By: _____

By: _____

Its: _____

Housing Agreement

HOUSING AGREEMENT

THIS HOUSING AGREEMENT ("Agreement") is made this _____ day of _____, 20__, for identification purposes only, by and between BEAUMONT CHERRY VALLEY WATER DISTRICT, a public agency, ("BCVWD") and _____ ("_____").

RECITALS:

A. BCVWD owns certain real property located in the City of Beaumont, Riverside County, California which is described and/or depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Premises").

B. As a condition of employment pursuant to the Employment Agreement, _____ is required to reside at the Premises during the term of the Employment Agreement. _____ accepted employment with BCVWD under the condition that _____ would reside at the Premises.

C. The Board of Directors of BCVWD requires _____ to live on the Premises during the term of his employment because it requires _____ to be available for duties at all times, to respond to BCVWD needs, including but not limited to, response to emergency and other problems regarding BCVWD facilities and to be on call twenty-four (24) hours per day, at all times of the day and night to monitor BCVWD facilities located in close proximity to the Premises.

D. _____ agrees to reside in the Premises during his term of employment with BCVWD pursuant to the Employment Agreement and BCVWD shall make available to _____ the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Term. The Agreement shall commence on _____, 20__, and end at midnight one (1) year after the termination of _____'s employment with BCVWD pursuant to the terms of the Employment Agreement.

2. No Payment. The parties hereby acknowledge that _____ shall reside in the Premises as a condition of his employment and as a convenience to BCVWD. During the term of this Agreement, _____ shall not be required to pay to BCVWD any amount for the use of the Premises nor shall BCVWD be required to pay _____ any additional income because it requires _____ to reside at the Premises.

ALTERNATE

2. Rent. Lessee agrees to pay \$ _____ per month as and for rent, due in advance, on or before the _____ day of each month.

3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by _____ in or upon the Premises; provided that, (a) BCVWD shall not be required to pay more than _____ Dollars (\$_____) annually which amount reflects _____ Dollars (\$_____) per month annualized; (b) BCVWD shall not be required to pay for any utilities after the termination of _____'s employment. On the date of termination until one (1) year after the termination or on such date _____ vacates the Premises, _____ hereby agrees to pay for all utilities used in connection with the Premises. For purposes of this paragraph, a year shall begin on _____ and end on _____.

ALTERNATE

3. Utilities. BCVWD shall pay, before delinquency, all charges for electricity, light, power and propane/gas used by _____ in or upon the Premises.

SECOND ALTERNATE

3. Utilities. Lessee shall pay all charges for utilities including electricity, light, telephone, and propane/gas used in or upon the Premises.

4. Taxes. The parties to this Agreement understand and acknowledge that BCVWD is a public agency and as such is exempt from most real property taxes and assessments. However, the county may require BCVWD to pay a possessory interest tax. The parties hereby agree that _____ shall pay the possessory interest tax.

All possessory interest tax payments shall be made directly to the charging authority by _____ before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for the nonpayment. _____ shall promptly furnish BCVWD with satisfactory evidence that the possessory interest taxes have been paid. If _____ fails to pay the possessory interest taxes when due, BCVWD may pay the taxes and _____ shall reimburse BCVWD for the amount of the tax payment. All other property taxes and assessments, if any, shall be paid by BCVWD.

5. Compliance With Laws. BCVWD, at its sole cost and expense, except as provided herein, shall comply with and conform to all laws, ordinances, orders, rules and regulations, municipal, state, and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present and future, in any way relating to the Premises, or the use or manner of use of the Premises throughout the entire term of this Agreement.

6. Maintenance of Premises. Throughout the term, BCVWD shall, at BCVWD'S sole cost and expense, maintain the Premises and all improvements, in good condition and repair, ordinary wear and tear excepted. _____ shall not be required to furnish any services or facilities or to make any repairs or alterations or maintain the Premises except for damages caused by the negligence or intentional acts of _____. BCVWD shall promptly replace, at the expense of BCVWD, any and all damaged portion or portions of the Premises from any cause whatsoever in and about the Premises, except for damages caused by the negligence or intentional acts of _____.

7. Assignment. _____ shall have no right to assign, or otherwise transfer this Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than _____ 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 Agreement.

8. Insurance.

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

(b) All insurance required pursuant to the express provisions of this Agreement shall provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to _____.

(c) The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section above shall name _____ as an additional insured.

9. Casualty Insurance for BCVWD. BCVWD shall maintain at its sole cost and expense, on the building and other improvements that are a part of the Premises, a policy of standard fire and extended coverage insurance. The insurance policy shall be issued in the name of BCVWD. The insurance policy shall provide that any proceeds shall be made payable to BCVWD.

10. Casualty Insurance for _____. _____ shall maintain at his sole cost and expense, such fire and extended coverage insurance, as he desires on his personal property, household furniture and furnishings, including without limitation, art, silverware, dishes, antiques, personal clothing, jewelry and items of a similar nature. _____ understands, acknowledges and agrees that neither the foregoing assets nor any other property of _____ shall be covered under any insurance policy held by BCVWD. The insurance policy shall be issued in the name of _____. The insurance policy shall provide that any proceeds shall be made payable to _____.

11. Default. A party shall be deemed to be in default under the terms of this Agreement if a party shall fail to promptly perform or observe any covenant, condition or agreement to be performed by such party under this 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 his/its obligation under this Agreement and specifying the action that must be taken to cure the claimed nonperformance.

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

13. 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, addressed 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 _____ have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

BCVWD:

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

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change.

(b) It is agreed and understood that this Agreement contains all agreements, promises and understandings between BCVWD and _____, and no verbal or oral agreements, promises or understandings shall or will be binding upon either BCVWD or _____, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

(c) Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

(d) In the event that either party becomes involved in litigation arising out of this Agreement or the performance thereof, the Court in such litigation, or in a separate suit, shall award attorneys' fees and costs 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 documents, instruments and other agreements and all such further assurances and will do or cause to be done all further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes hereof.

(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 _____ to insist upon the 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 _____, and no provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between BCVWD and _____, other than the relationship of employer and employee.

(j) This Agreement is not subject to modification except in writing.

(k) 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 there from 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.

(1) 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 have hereunto set their hands on the date first above written.

BCVWD:

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By _____

Its _____

By _____