



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

**NOTICE AND AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
ENGINEERING WORKSHOP**

*This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq. and
under the provisions of Assembly Bill 361 and BCVWD Resolution 2022-17*

Thursday, June 23, 2022 - 6:00 p.m.
560 Magnolia Avenue, Beaumont, CA 92223

COVID-19 NOTICE

This meeting of the Board of Directors is open to the public who would like to attend in person. COVID-19 safety guidelines are in effect pursuant to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards and the California Department of Public Health Recommendations

- **Face coverings are recommended for vaccinated and unvaccinated persons and should be properly worn over the nose and mouth at all times**
- **Maintain 6 feet of physical distancing from others in the building who are not in your party**
- **There will be no access to restrooms in the building**

TELECONFERENCE NOTICE

The BCVWD Board of Directors will attend in person at the BCVWD Administrative Office or via Zoom Video Conference

To access the Zoom conference, use the link below:

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTJlL2tnUGlpU3h0UT09>

*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/>

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BCVWD ENGINEERING WORKSHOP – JUNE 23, 2022

Call to Order: President Williams

Roll Call - Board of Directors

Pledge of Allegiance: Director Covington

Invocation: President Williams

Teleconference Verification

Roll Call

Public Comment

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

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

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

ACTION ITEMS

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

- 1. Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
 - Item(s) to be removed or continued from the Agenda
 - Emergency Item(s) to be added to the Agenda
 - Changes to the order of the agenda
- 2. Authorize the General Manager to Enter into an Agreement with The Mejorado Group for a Workforce and Succession Planning Project in an amount not to exceed \$91,195** (pages 6 - 50)
- 3. Resolution 2022-___: Adopting Regulations Regarding the Payment of the Cost of the Candidate's Statement for the November 8, 2022 Consolidated Election** (pages 51 - 52)
- 4. Approval of the Notice of Election of 2022 for submission to the Registrars of Voters of the County of San Bernardino and the County of Riverside regarding the November 8, 2022 Consolidated Election** (pages 53 - 55)
- 5. California Special Districts Association (CSDA) 2022 Board Elections: Vote to Elect a Representative to the CSDA Board of Directors Southern Network for Seat B** (pages 56 - 61)

BCVWD ENGINEERING WORKSHOP – JUNE 23, 2022 - *continued*

6. **Resolution 2022-__ : Adoption of BCVWD’s 2022-2023 Annual Water Supply and Demand Assessment** (pages 62 - 74)
7. **Approve Additional Spending in the Amount of \$1,955 for the 2021 Audit Services Contract with Rogers, Anderson, Malody & Scott** (pages 75 - 77)
8. **Review Annual Disclosure (California Government Code Section 66013(d)), Fiscal Year 2021 Capacity Charges** (pages 78 - 83)
9. **Selection of Consultant for the Design and Engineering Services for the 2022/2023 Water Storage Tank Recoating, Painting, and Rehabilitation Projects** (pages 84 - 87)
10. **Review, Discussion and Board Direction Regarding Existing District Water Supply Commitments, Obligations, and Limitations Required by an Existing Agreement Between the District and Private Parties Identified in the Hannon Agreement** (pages 88 - 100)
11. **Request for “Will Serve Letter” related to the Fairway Canyon Master Plan Development located in the City of Beaumont and further identified as Tract No. 31462-16 (a portion of Planning Area 18)** (pages 101 - 106)
12. **Request for “Will Serve Letter” related to the Fairway Canyon Master Plan Development located in the City of Beaumont and further identified as Tract No. 31462-26 (a portion of Planning Area 18)** (pages 107 - 112)
13. **Request for *Emergency Potable Water Service Connection* for Existing Tukwet Golf Club Facility Located at Riverside County Assessor’s Parcel No. 400-020-007 and Further Identified as 36211 Champions Drive in the City of Beaumont** (pages 113 - 149)
14. **Continued Review of California Drought Conditions, District Urban Water Management Plan and Water Shortage Contingency Plan, BCVWD Resolution 2022-12 (as amended) Implementing Water Use Restrictions, and Other Drought Response** (pages 150 - 155)
15. **Approve Expenditures in an Amount Not to Exceed \$185,300 for Procurement of Materials for Upcoming 2017 Water Pipeline Replacement Project – Pipeline 2 (P-3620-0015)** (pages 156 - 159)
16. **Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07** (Report due every 60 days)
(No written Staff Report)

BCVWD ENGINEERING WORKSHOP – JUNE 23, 2022 - *continued*

17. Status of Declared Local Emergencies related to Fires (Report due every 60 days)

- 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)

18. Update: Legislative Action and Issues Affecting BCVWD (pages 160 - 169)

19. Reports for Discussion

a. Directors' Reports

In compliance with Government Code § 53232.3(d), Water Code § 20201, and BCVWD Policies and Procedures Manual Part II Policies 4060 and 4065, directors claiming a per diem and/or expense reimbursement (regardless of preapproval status) will provide a brief report following attendance.

- San Geronio Pass Water Agency on June 13, 2022 (Slawson)
- Riverside County Water Task Force on June 17, 2022

b. Directors' General Comments

c. General Manager's Report

d. Legal Counsel Report

20. Action List for Future Meetings

21. Announcements

Check the meeting agenda for location and/or teleconference information:

- Finance and Audit Committee Meeting: Thursday, July 7, 2022 at 3 p.m.
- Regular Board Meeting: Wednesday, July 13, 2022 at 6 p.m.
- Personnel Committee Meeting: Tuesday, July 19 at 5:30 p.m.
- San Geronio Pass Regional Water Alliance: Wednesday, July 27 at 5 p.m.
- Engineering Workshop: Thursday, July 28 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Aug. 3 at 11 a.m.

22. Adjournment

NOTICES

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

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary,

after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Board Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.org or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

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)).



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 2

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Authorize the General Manager to Enter into an Agreement with The Mejorando Group for a Workforce and Succession Planning Project in an amount not to exceed \$91,195

Staff Recommendation

Authorize the General Manager to execute an agreement with The Mejorando Group for a Workforce and Succession Planning Project in an amount not to exceed \$91,195.00.

Background

On December 21, 2021, the Board of Directors approved the Fiscal Year 2022 Operating Budget and directed staff to conduct a Workforce and Succession Planning Project in 2022.

The District estimates that 15 percent of the current workforce will be eligible to retire within the next five years, and 25 percent within the next ten years. Because of the size of the organization and the essential functions provided to the community, the District seeks to understand, anticipate, and plan for future staffing needs. Due to limited depth within each department and several single-incumbent positions, it is important to develop existing talent to advance or fill the gap during transitions as well as capture critical operational information and procedures in order to maintain the smooth operation of the organization and continuity of essential services to ratepayers.

Summary

On May 2, 2022, the District issued a Request for Proposals (RFP) for the proposed project (**Attachment 1**). The RFP was published in a local newspaper, The Record Gazette, advertised on the District's website, and also shared on discussion boards with the California Special Districts Association (CSDA), The California Society of Municipal Finance Officers (CSMFO), and advertised on "The RFP Database" website online. The RFP 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)

Koff & Associates and Reward Strategy Group responded with regrets that they would not be able to take on the project with their current workload, and Ralph Anderson & Associates responded



that they do not offer this type of service. BCVWD received three proposals for the project within the deadline from CPS HR Consulting, Clark Executive Services Group, and The Mejorando Group.

The BCVWD selection committee included Dan Jagers, General Manager, Dr. Kirene Manini, Director of Finance & Administration, and Sabrina Foley, Human Resources Administrator. Proposals were evaluated using the following criteria:

- Experience and qualifications
- Quality of professional references
- Consultant's understanding of the proposed scope of services
- Responsiveness to the proposal
- Organization, presentation, and overall clarity and quality of the proposal
- Consultant's proposed methodology and narrative of how they will complete the proposed scope of services
- Applicability of the consultant's approach for BCVWD, and proposed enhancements or innovations to the scope of services
- Consultant's proposed work timeline and schedule, and ability to begin work promptly
- The value proposition of the consultant's proposal, and whether the cost estimate was justified with a thorough proposal, sufficient dedication of staff, and a demonstrated ability to produce results

Cost proposals were submitted under separate cover and were evaluated after the main proposals had been scored. The cost was considered secondarily to the contents of the proposal document and the consultant's ability to complete the project.

Human Resources staff conducted reference checks for all three entities with the contact information provided in their respected proposals, with a focus on the consultant's ability to customize work to the needs of the organization, present deliverables on time, and the consultant's experience with public entities, particularly any water, utility, or special districts. All three consultants were highly recommended by the provided references.

Although all proposals were professional and addressed the needs of the District, staff have selected The Mejorando Group as the most responsive proposal. The Mejorando Group received the highest average score in technical evaluation, demonstrating a thorough understanding of the project and the needs of the District, and relevant experience.

The Mejorando Group was founded in 2002, is located in Glendale, Arizona, and has designed and implemented several succession planning programs for public sector organizations, including utility service districts. The organization is a Certified Minority-Business Enterprise (MBE) and takes its name from the Spanish word, Mejorando, which means "getting better all the time." The owner and proposed lead on the project, Patrick Ibarra, has been published extensively in the area of succession planning and spoken at conferences advocating progressive and practical methods. The Mejorando Group's approach to succession planning is strategic, comprehensive, and customized, and succession planning is considered to be a core competency of its overall consulting practice.



The Mejorando Group has proposed the following project stages:

1. Establish the Scope
 - a. Review the District’s strategic goals
 - b. Gather and analyze attrition data and retirement projections
 - c. Kickoff/Launch Meeting
2. Create a Succession Planning Process
 - a. Identify staffing levels needed and related knowledge, skills, and abilities (KSAs) and competencies
 - b. Determine what staff members are available
 - c. Conduct a gap analysis and establish priorities
3. Implement the Succession Planning Process
4. Monitor, Evaluate, and Revise

The Mejorando Group is the most qualified firm to partner with the District due to its government experience, partnership approach with clients, succession planning expertise, results-based approach, and practical innovation with a forward-looking plan of action. Staff recommends the Board authorize the General Manager to execute an agreement with The Mejorando Group to complete a Workforce and Succession Planning project for the District (**Attachment 2**).

Fiscal Impact

The total cost of this project is not to exceed \$91,195.00, which includes all time, expenses, and materials. The Mejorando Group estimates this project to take approximately 255 working hours. Staff has added a 15 percent contingency to the cost estimate provided by The Mejorando Group to eliminate the need to return to the Board for additional authorization in the event of unanticipated expenses. This project is currently budgeted within the approved the Fiscal Year 2022 Operating Budget as adopted by the Board of Directors. The project is estimated to be concluded in December 2022 and may require “carryover” into 2023 if the District retains the consultant for additional services regarding implementation assistance.

Table 1 – Cost Estimate

Main Fee	\$69,300.00
Reasonable and Customary Travel Expenses	\$10,000.00
15% Contingency	\$11,895.00
Total	\$91,195.00

The FY 2022 Operating Budget includes a budget item for a 2022 Succession Planning Study in the amount of \$120,000, which covers the not-to-exceed amount requested by this proposal.

There may be additional expenses if the District would like to retain the services of The Mejorando Group to assist with implementation beyond the current scope of services. There may be long-term financial considerations based on the results of the completed project for additional consideration by the Board of Directors. These considerations may include changes to staffing



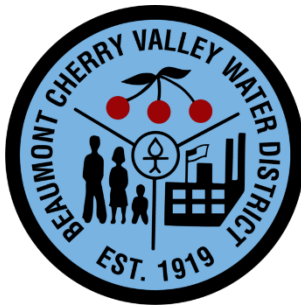
levels, employment relations documents, the organization chart, implementation of technology, professional development programs, additional staff time, and approving consulting work as recommended.

Attachments

1. Request for Proposals for Workforce and Succession Planning, May 2, 2022
2. Proposed Professional Services Agreement

Staff Report prepared by Sabrina Foley, Human Resources Administrator

Beaumont-Cherry Valley Water District
Request for Proposals
For
Workforce and Succession Planning



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

**PROPOSALS MUST BE RECEIVED BY THE DISTRICT NO LATER
THAN **TUESDAY, MAY 31ST** AT 5:00 PM**

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Attachment A Beaumont-Cherry Valley Water District Standard Professional Services Agreement

Attachment B BCVWD Salary Schedule

Attachment C BCVWD Organization Chart

Attachment D Comparable Agencies

REQUEST FOR PROPOSALS

WORKFORCE AND SUCCESSION PLANNING

I. INTRODUCTION

The Beaumont-Cherry Valley Water District (the “District”) is soliciting proposals from qualified firms/consultants to submit proposals for a Workforce and Succession Planning Study. The required services are herein described in the Scope of Services.

II. DISTRICT PROFILE

The Beaumont-Cherry Valley Water District (BCVWD) is a California Special District that provides potable and non-potable water services. The District is located in the foothills of the San Bernardino Mountains, approximately 75 miles east of Los Angeles along interstate 10. With a service area encompassing approximately 28 square miles, the District provides potable water and non-potable water service to over 48,000 residents within the City of Beaumont and the unincorporated Community of Cherry Valley in Riverside and San Bernardino Counties in Southern California. The City of Beaumont has quadrupled in size since the year 2000, from 11,495 to about 48,000 residents. In 2007, it was California’s fastest-growing city and remains in the top five.

III. BACKGROUND AND OBJECTIVE

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 39 full-time employees in 32 classifications. Some classifications are represented by the District’s Employee Association bargaining unit governed by a Memorandum of Understanding (MOU), with three employee representatives. The remaining employees are at will. The District recently implemented the results of a Classification and Compensation Survey in 2022.

The Board of Directors has directed staff to conduct a Workforce and Succession Planning study. The District is seeking proposals from qualified firms/consultants to perform this study in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). Specific information on the District’s existing organization, classification plan, and salary schedule is included.

The District estimates that 15% of the current workforce will be eligible to retire within the next five years, and 25% within in the next ten years. Because of the size of our organization and the essential functions provided to the community, the District seeks to anticipate and plan for future staffing needs. The District is seeking a workforce and succession planning process that is ongoing and can be reviewed and updated as necessary. Due to limited depth within each department, it is important to develop existing talent to advance or fill the gap during transitions as

well as capture critical operational information and procedures in order to maintain the smooth operation of the organization.

The District's 2022 Budget authorizes the staffing of 41 full-time employees and is organized into the following Departments with the salary schedule and organizational structure in Attachments B and C.

IV. SCOPE OF SERVICES

- A. Meet with District stakeholders, including the Board of Directors, General Manager, and Department Heads to define and establish the District's short- and long-term strategic goals. Define the core leadership and management competencies needed to achieve the District's goals. Define the mutual expectations of the Board and the General Manager.
- B. Conduct a thorough analysis of the District's current workforce, including organizational structure, use of consultants and contractors, typical workload, and distribution of labor. Define essential work in accordance with the District's Mission to develop a 5-year projection of the organizational structure. Compare the current organizational structure to peer organizations of a similar size.
- C. Assess the current workforce to determine the knowledge, skills, abilities, and competencies required for critical positions, including, but not limited to, leadership and executive talent. Assess internal employee competencies and develop profiles of the current and future workforce.
- D. Conduct and document a gap analysis of the workforce, including the gap between the present and future (if no planning is done or as it exists today) and the gap between present profiles and the future profiles developed in item C.
- E. Working with District management and Human Resources, identify "high potential" employees, critical employees, and "linchpin" employees.
- F. Identify and document critical information for each essential position to assure minimal disruption in operations and a smooth transition.
- G. Recommend and implement solutions based on the gap analysis, including, but not limited to, the following strategies:
 - 1. Establish core competencies for critical positions;
 - 2. Assess training needs to develop core competencies and professional development requirements;
 - 3. Define work that may be conducted through consultants, contractors, or third-party administrators rather than District staff;
 - 4. Design developmental assignments to achieve core competencies through hands-on experience for leadership and executive talent;
 - 5. Recommend recruitment, selection, and retention strategies for critical positions, including, but not limited to, management and executive staff;
 - 6. Develop career and educational paths; and

- 7. Develop additional opportunities for internal promotion such as formal field, technical, or management training and/or certification.
- H. Develop a strategic plan to address the gaps, including prioritization of staffing gaps, budgetary analysis, compliance with California employment laws and memoranda of understanding, organization development considerations, impact of technology, and changes in service requirements and delivery.
- I. Develop a staffing plan for the next 10 years to meet the District's strategic goals.
- J. Develop a succession planning handbook to be used by all management staff.
- K. Partner with the District's Human Resources department to conduct career meetings with employees and develop career plans.
- L. Evaluate industry software tools and other technology that model changes, forecast needs, provide early warnings of shortcomings in the succession plan, and track progress. Recommend tools based on evaluation results.
- M. Develop a stewardship mechanism and procedure to continually monitor and evaluate the succession plan and to update, evaluate, and validate the plan against changes in the workforce, work environment, legislation, budgets, organization changes, and evolving customer needs.
- N. Working with Human Resources staff, develop training programs in succession planning for all management staff.

V. DELIVERABLES

- A. Biweekly progress reports on project status, including:
 - 1. Accomplishments achieved during the reporting period.
 - 2. Project completion dates for the remaining tasks required by the project.
 - 3. Any project component, activity, or problem that could result in a delay of the project.
 - 4. Any current or future changes in project personnel or their assignments.
 - 5. Delays caused by District personnel.
- B. Five-year projection of District organizational chart.
- C. Employee profiles for current and future workforce.
- D. Identification of high potential employees, essential employees,
- E. Draft report of succession and workforce planning analysis and recommendations.
- F. Final report of succession and workforce planning analysis and recommendations and presentation to the Board of Directors with findings.

VI. PROPOSAL PROCEDURES AND SCHEDULE

- A. Schedule of Proposal

The District anticipates that the process for nominating and selecting a consultant will be according to the following tentative schedule:

Issue RFP

May 2, 2022

Questions Due	May 9, 2022
Responses to Questions distributed/ posted	May 16, 2022
Proposals Due	May 31, 2022
Selection Made	June 1, 2022
Award of contract by Board of Directors	June 8, 2022

(Note: dates are subject to change)

B. Submission of Proposals

Proposal shall be submitted bearing the caption: Proposal for Workforce and Succession Planning Services and addressed to:

Sabrina Foley, Human Resources Administrator
Beaumont-Cherry Valley Water District
Sabrina.foley@bcvwd.org
560 Magnolia Avenue
Beaumont, CA 92223

Proposers may submit one (1) printed copy via mail or in-person or one (1) electronic (PDF) copy via email to Sabrina Foley. The electronic copy should be in three files. The first file should include the Transmittal Letter and the Technical Proposal. The second file should include the required appendices, and the third file should include a cost estimate.

Printed copies must be delivered via mail to the above office on or before 3:00 p.m. PT on Tuesday, May 31, 2022. (Proposals received after the above date and time will not be considered).

C. Questions Regarding this RFP

Inquiries regarding this RFP are due by email on or before 5:00 p.m. PT on May 9, 2022. All inquiries must include contact person, address, and email address. Responses to questions will be provided to all known respondents by May 16, 2022. Questions should be addressed to:

Sabrina Foley, Human Resources Administrator
Beaumont-Cherry Valley Water District
Sabrina.foley@bcvwd.org

To ensure that your firm receives responses to any inquiries, please send an email to Sabrina Foley confirming receipt of the RFP and providing the contact information for the individual(s) responsible for responding to the RFP.

Addenda to this RFP

In the event the District deems it necessary to clarify or make any changes to this RFP, these changes shall be made in the form of a written addendum authorized and issued only by Sabrina Foley or the authorized designee.

Proposers shall acknowledge receipt of any addenda in the Transmittal Letter.

VII. GENERAL TERMS AND CONDITIONS

- A. This RFP does not commit the District to enter into a contract. The District expressly reserves the right to reject all proposals at its sole discretion and option, without indicating any reason(s) for such rejection. If all proposals are rejected, the District may or may not request additional proposals. The District may withdraw this RFP at any time without advance notice.
- B. The District reserves the right to postpone the RFP process for its own convenience, should negotiations with the selected company be terminated, to negotiate with another company or to cancel any section of this RFP. The District also reserves the right to apportion the award among more than one company.
- C. Any agreement resulting from this RFP will be executed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.
- D. The District reserves the right to remedy technical errors in the RFP process, or waive informalities and irregularities in proposals. Proposals should be verified before submission. The District is not responsible for any errors or omissions on the part of the respondent in the preparation of a proposal. The District will not return any proposals.
- E. The District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.
- F. The District reserves the right to expand or diminish the scope of services subject to negotiation with the successful Proposer.
- G. The District is not required to select the proposal that may indicate the lowest price or costs.
- H. The District will not be liable for any costs incurred by responding firms related to the preparation and submittal of proposals, making of initial presentation to the District, negotiating a contract for services, or any other expense incurred by the Proposer prior to the date of an executed contract. In addition, no Proposer shall include any such expenses as part of the price proposed to conduct the scope of services for this project.
- I. Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering to Sabrina Foley a written request for withdrawal signed by, or on behalf of, the Proposer.

- J. Proposer will be expected to execute, in substantially the same form, the District's standard professional services agreement. A copy is provided as Attachment A.

VIII. EVALUATION CRITERIA

Proposals will be evaluated by the District's Human Resources Department and a selection committee. The consultant that best meets the needs and requirements of the District will be selected. The criteria for selection will be based on, but not limited to, the following:

- A. The relevant and specialized experience, technical competence, available supporting resources, and demonstrated qualifications of the firm and individuals that would be assigned to this project in providing services to public sector entities, including California Cities and Special Districts, of similar size and with similar objectives.
- B. The consultant's understanding of the scope of services required by the District and the firm's ability to provide those services.
- C. The consultant's proposed methodology for completing the objectives and scope of services.
- D. The value offered for services provided at a reasonable cost.
- E. Responsiveness, organization, presentation, and overall clarity and quality of the proposal.
- F. The consultant's availability and ability to begin and complete work within a reasonable timeframe.
- G. Exceptions taken to RFP and Sample Agreement (attached).
- H. The selection committee may interview the top-ranking proposer. The District reserves the right to begin negotiations and enter into an agreement without an interview or further discussions.

IX. PROPOSAL FORMAT AND CONTENT

Information should be presented in the order in which it is requested below.

- A. Transmittal Letter (2 pages maximum)

A Transmittal Letter shall be included with the proposal, addressed to Sabrina Foley, and must contain the following information:

1. Identification of consultant, including name, address, email address and telephone number;
2. Name, title, email address, and telephone number of the consultant's contact person during period of proposal evaluation;

3. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal;
4. A statement of your intentions to bid on all sections of the Scope of Services.

B. Technical Proposal

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Please limit the length of the technical proposal, **excluding** any required appendices, to 30 one-sided pages (8.5 inches x 11 inches), inclusive of graphics, pictures, and photographs, exclusive of resumes, dividers, front and back covers, and Transmittal Letter. Resumes for each of the key personnel should be limited to two one-side pages. Emphasis should be on completeness and clarity of content. Proposals should not include any unnecessarily elaborate or promotional material.

1. Consultant Background and Organization
 - a. Describe the organization, the type of services offered, ownership, and the date founded.
2. Personnel and Resources
 - a. Please describe your proposed project team, including the role each member will play, title, and relevant experience. Identify the primary project manager and client contacts assigned to work with the District. As an appendix, provide biographical information on the proposed project team members, including education, experience, and applicable professional credentials.
3. Experience and Approach
 - a. Describe the organization's experience conducting workforce and succession planning projects, including any projects conducted for government entities, special districts, and utilities.
 - b. Describe the proposed methodology for completing the Scope of Work, including but not limited to:
 - How you will identify critical positions
 - How you will assess the current workforce
 - What factors will be used to determine a proposed organizational chart and staffing levels
 - c. Provide a narrative which describes how you will perform the requested Scope of Services and shows your understanding of the District's needs and requirements. You may also propose enhancement or procedural or technical innovations to the Scope of

Services which do not materially deviate from the objectives or required content of the project.

- d. Provide an estimate of the amount of time needed to complete the project with proposed deliverable dates.

4. Additional Information

- a. Briefly describe any additional features, attributes, or conditions which the District should consider in the selection process.
- b. Describe any other services your organization can provide that may be applicable to the District's needs.

5. References

Provide a list of current client references in California. References should be public agencies similar to the District, particularly any Special Districts, and include the following information:

- Agency Name and Contact Information
- Services provided

6. Required Appendices (not included in the page limit)

- a. Resumes of key project professionals (two page limit)
- b. Exceptions or alterations to the District's standard Professional Services Agreement as noted above (See Attachment A for a copy.)

C. Cost Estimate

In a separate sealed envelope or separate email attachment, 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 organization 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, nor will cost alone decide who is selected. Please note that the District 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.

X. Insurance Requirements

The chosen consultant will be required to maintain insurance coverage throughout the course of the Professional Services Agreement and shall provide the District 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.

Attachment A

Beaumont-Cherry Valley Water District Standard Professional Services Agreement

**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”). **[Exh A can be the consultant’s proposal if desired]**

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. **[this can be the consultant’s proposal if desired]**

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 (\$_____) [or "X" percent of the contract price] 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. ******INSERT****** Liability Insurance [CHECK WITH RISK MANAGER AND SIR ADMINISTRATOR TO DETERMINE IF ADDITIONAL LIABILITY INSURANCE SHOULD BE REQUIRED FOR A PARTICULAR PROFESSIONAL SERVICES AGREEMENT, SUCH AS CYBER LIABILITY, ETC.]

f. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability aggregate property	\$1,000,000 per occurrence/ \$2,000,000 for bodily injury, personal injury, and 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}
****INSERT OTHER LIABILITY****	\$_____ [if applicable]

(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

CONSULTANT:

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

Fax: (951) 845 0159

Attention: Dan Jagers, General Manager

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: _____

California
corporate documents
to sign this Agreement on behalf of

(Two signatures required for corporations pursuant to
Corporations Code Section 313, unless
authorize only one person
the corporation.)

ATTEST:

By: _____
Secretary

Beaumont-Cherry Valley Water District 2022 Salary Schedule by Classification

Effective: January 2, 2022 Classification	Salary Range*	Hourly rates (per step)					Annual Range	
		Step 1	Step 2	Step 3	Step 4	Step 5	(based on 2080 hrs.; rounded to nearest dollar)	
Administrative Assistant	22	26.20	27.51	28.88	30.33	31.84	54,496	66,227
Associate Civil Engineer I	42	42.93	45.07	47.33	49.69	52.18	89,294	108,534
Associate Civil Engineer II	47	48.57	51.00	53.55	56.22	59.03	101,026	122,782
Customer Service Representative I	12	20.47	21.49	22.56	23.69	24.88	42,578	51,750
Customer Service Representative II	18	23.73	24.92	26.17	27.47	28.85	49,358	60,008
Customer Service Supervisor	33	34.37	36.09	37.90	39.79	41.78	71,490	86,902
Development Services Technician	22	26.20	27.51	28.88	30.33	31.84	54,496	66,227
Director of Engineering	61	68.63	72.06	75.66	79.44	83.41	142,750	173,493
Director of Finance and Administration	64	73.90	77.60	81.48	85.55	89.83	153,712	186,846
Director of Information Technology	56	60.65	63.69	66.87	70.22	73.73	126,152	153,358
Director of Operations	60	66.95	70.30	73.81	77.50	81.38	139,256	169,270
Engineering Assistant	37	37.94	39.84	41.83	43.92	46.12	78,915	95,930
Engineering Intern	2	15.99	16.79	17.63	18.51	19.43	33,259	40,414
Finance Manager	50	52.30	54.92	57.66	60.55	63.57	108,784	132,226
General Manager	contract					115.57		240,386
Human Resources Administrator	39	39.86	41.85	43.95	46.15	48.45	82,909	100,776
Maintenance Technician	28	30.38	31.90	33.49	35.17	36.93	63,190	76,814
Management Analyst I	31	32.72	34.35	36.07	37.87	39.77	68,058	82,722
Management Analyst II	38	38.89	40.83	42.88	45.02	47.27	80,891	98,322
Recycled Water Supervisor	42	42.93	45.07	47.33	49.69	52.18	89,294	108,534
Senior Civil Engineer	53	56.32	59.14	62.10	65.20	68.46	117,146	142,397
Senior Management Analyst	45	46.23	48.54	50.97	53.51	56.19	96,158	116,875
Senior Water Utility Worker	27	29.64	31.12	32.68	34.31	36.03	61,651	74,942
Water Production Operator I	21	25.56	26.84	28.18	29.59	31.07	53,165	64,626
Water Production Operator II	28	30.38	31.90	33.49	35.17	36.93	63,190	76,814
Water Production Supervisor	42	42.93	45.07	47.33	49.69	52.18	89,294	108,534
Water Utility Superintendent	46	47.38	49.75	52.24	54.85	57.59	98,550	119,787
Water Utility Supervisor	39	39.86	41.85	43.95	46.15	48.45	82,909	100,776
Water Utility Worker I	17	23.27	24.43	25.65	26.93	28.28	48,402	58,822
Water Utility Worker II	22	26.20	27.51	28.88	30.33	31.84	54,496	66,227
Accounting Technician**	26	28.92	30.36	31.88	33.47	35.15	60,154	73,112
Assistant General Manager**	69	83.61	87.79	92.18	96.79	101.63	173,909	211,390

Board of Directors

\$260 per day for meeting attendance in accordance with District rules

*Range approved for 2022 only; schedule of ranges 1-100 attached

**Positions highlighted in grey are non-budget positions not intended to be filled in 2022

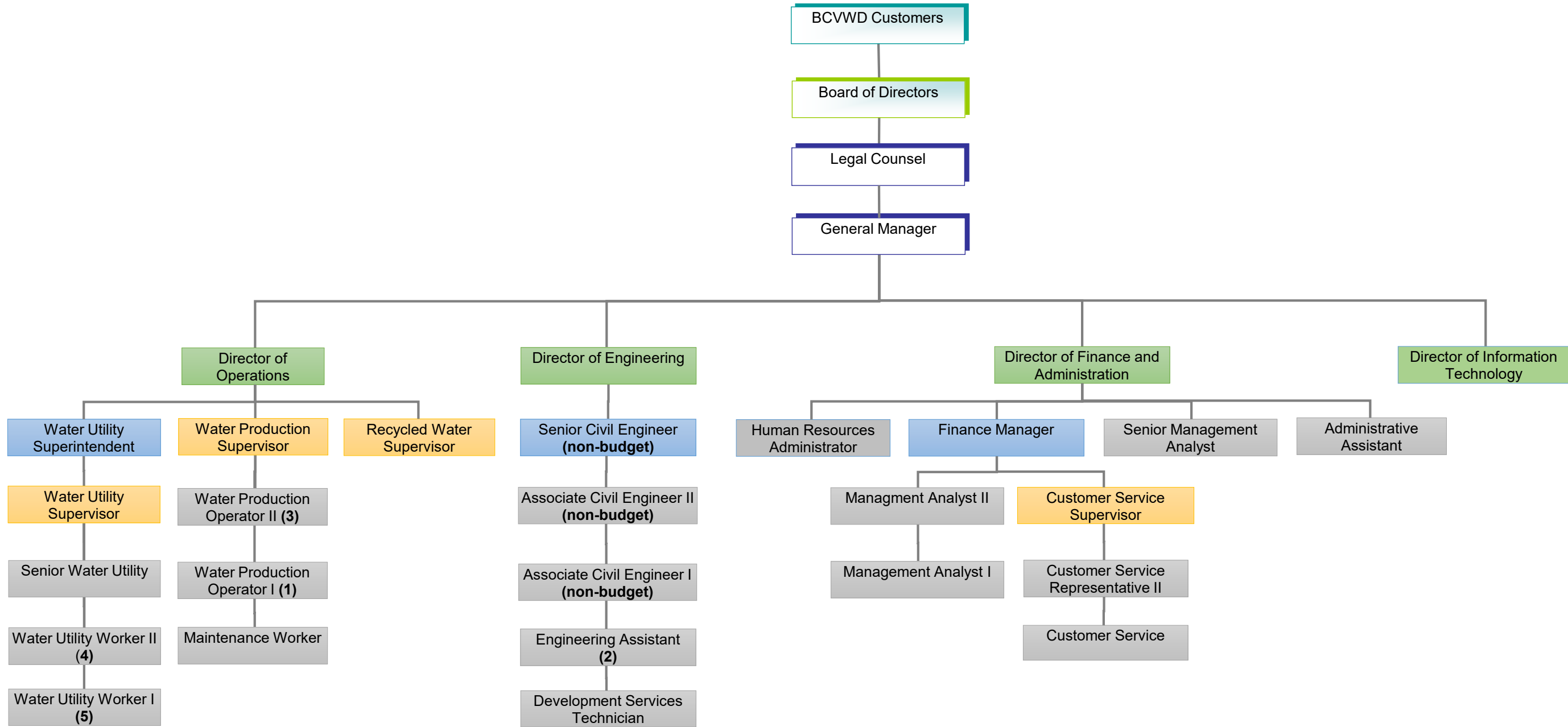
**Beaumont-Cherry Valley Water District
2022 Full Salary Range Schedule**

Salary Range	Hourly				
	Step 1	Step 2	Step 3	Step 4	Step 5
1	15.60	16.38	17.20	18.06	18.96
2	15.99	16.79	17.63	18.51	19.43
3	16.39	17.21	18.07	18.97	19.92
4	16.80	17.64	18.52	19.44	20.42
5	17.22	18.08	18.98	19.93	20.93
6	17.65	18.53	19.46	20.43	21.45
7	18.09	18.99	19.94	20.94	21.99
8	18.54	19.47	20.44	21.46	22.54
9	19.00	19.95	20.95	22.00	23.10
10	19.48	20.45	21.48	22.55	23.68
11	19.97	20.96	22.01	23.11	24.27
12	20.47	21.49	22.56	23.69	24.88
13	20.98	22.03	23.13	24.28	25.50
14	21.50	22.58	23.70	24.89	26.13
15	22.04	23.14	24.30	25.51	26.79
16	22.59	23.72	24.91	26.15	27.46
17*	23.27	24.43	25.65	26.93	28.28
18	23.73	24.92	26.17	27.47	28.85
19	24.33	25.54	26.82	28.16	29.57
20	24.93	26.18	27.49	28.87	30.31
21	25.56	26.84	28.18	29.59	31.07
22	26.20	27.51	28.88	30.33	31.84
23	26.85	28.19	29.60	31.08	32.64
24	27.52	28.90	30.34	31.86	33.45
25	28.21	29.62	31.10	32.66	34.29
26	28.92	30.36	31.88	33.47	35.15
27	29.64	31.12	32.68	34.31	36.03
28	30.38	31.90	33.49	35.17	36.93
29	31.14	32.70	34.33	36.05	37.85
30	31.92	33.51	35.19	36.95	38.80
31	32.72	34.35	36.07	37.87	39.77
32	33.53	35.21	36.97	38.82	40.76
33	34.37	36.09	37.90	39.79	41.78
34	35.23	36.99	38.84	40.79	42.82
35	36.11	37.92	39.81	41.81	43.90
36	37.02	38.87	40.81	42.85	44.99
37	37.94	39.84	41.83	43.92	46.12
38	38.89	40.83	42.88	45.02	47.27
39	39.86	41.85	43.95	46.15	48.45
40	40.86	42.90	45.05	47.30	49.66
41	41.88	43.97	46.17	48.48	50.91
42	42.93	45.07	47.33	49.69	52.18
43	44.00	46.20	48.51	50.94	53.48
44	45.10	47.36	49.72	52.21	54.82
45	46.23	48.54	50.97	53.51	56.19
46	47.38	49.75	52.24	54.85	57.59
47	48.57	51.00	53.55	56.22	59.03
48	49.78	52.27	54.88	57.63	60.51
49	51.03	53.58	56.26	59.07	62.02
50	52.30	54.92	57.66	60.55	63.57

Salary Range	Hourly				
	Step 1	Step 2	Step 3	Step 4	Step 5
51	53.61	56.29	59.10	62.06	65.16
52	54.95	57.70	60.58	63.61	66.79
53	56.32	59.14	62.10	65.20	68.46
54	57.73	60.62	63.65	66.83	70.17
55	59.18	62.13	65.24	68.50	71.93
56	60.65	63.69	66.87	70.22	73.73
57	62.17	65.28	68.54	71.97	75.57
58	63.73	66.91	70.26	73.77	77.46
59	65.32	68.58	72.01	75.61	79.39
60	66.95	70.30	73.81	77.50	81.38
61	68.63	72.06	75.66	79.44	83.41
62	70.34	73.86	77.55	81.43	85.50
63	72.10	75.70	79.49	83.46	87.64
64	73.90	77.60	81.48	85.55	89.83
65	75.75	79.54	83.51	87.69	92.07
66	77.64	81.53	85.60	89.88	94.38
67	79.58	83.56	87.74	92.13	96.73
68	81.57	85.65	89.93	94.43	99.15
69	83.61	87.79	92.18	96.79	101.63
70	85.70	89.99	94.49	99.21	104.17
71	87.85	92.24	96.85	101.69	106.78
72	90.04	94.54	99.27	104.23	109.45
73	92.29	96.91	101.75	106.84	112.18
74	94.60	99.33	104.30	109.51	114.99
75	96.97	101.81	106.90	112.25	117.86
76	99.39	104.36	109.58	115.06	120.81
77	101.87	106.97	112.32	117.93	123.83
78	104.42	109.64	115.12	120.88	126.92
79	107.03	112.38	118.00	123.90	130.10
80	109.71	115.19	120.95	127.00	133.35
81	112.45	118.07	123.98	130.18	136.68
82	115.26	121.02	127.08	133.43	140.10
83	118.14	124.05	130.25	136.77	143.60
84	121.10	127.15	133.51	140.18	147.19
85	124.12	130.33	136.85	143.69	150.87
86	127.23	133.59	140.27	147.28	154.65
87	130.41	136.93	143.77	150.96	158.51
88	133.67	140.35	147.37	154.74	162.47
89	137.01	143.86	151.05	158.61	166.54
90	140.43	147.46	154.83	162.57	170.70
91	143.95	151.14	158.70	166.64	174.97
92	147.54	154.92	162.67	170.80	179.34
93	151.23	158.79	166.73	175.07	183.82
94	155.01	162.76	170.90	179.45	188.42
95	158.89	166.83	175.18	183.93	193.13
96	162.86	171.00	179.55	188.53	197.96
97	166.93	175.28	184.04	193.25	202.91
98	171.11	179.66	188.64	198.08	207.98
99	175.38	184.15	193.36	203.03	213.18
100	179.77	188.76	198.19	208.10	218.51

*Range 17 adjusted by 3% based on market review

BCVWD Organization Chart 2022



Directors
Managers
Supervisors
Staff

Effective 01/02/2022

Attachment D
BCVWD Comparable Agencies

BCVWD Comparator Agencies

Based on Organizational Type, Structure, Similarity of Population, Staff, Operational Budgets, Scope of Services Provided, Labor Market, and Geographical Location

City of Banning Water Department
City of Redlands Water Department
Cucamonga Valley Water District
Desert Water Agency
East Valley Water District
Hi-Desert Water District
Lake Hemet Water District
Rancho California Water District
West Valley Water District
Yucaipa Valley Water District

BEAUMONT-CHERRY VALLEY WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of June 27, 2022 by and between the Beaumont-Cherry Valley Water District, a California Irrigation District (“District”), and The Mejorando Group, a Sole Proprietorship (“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: Workforce and Succession Planning Project, 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”). **[Exh A can be the consultant’s proposal if desired]**

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. **[this can be the consultant’s proposal if desired]**

b. In no event shall the total amount paid for services rendered by Consultant during the term of this Agreement exceed the sum of \$91,195.00. 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.

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 zero Dollars (\$0.00) 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 **December 31, 2023**, 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}
Cybersecurity Insurance	\$1,000,000 per occurrence

- (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 Jaggars, General Manager

CONSULTANT:

Patrick Ibarra
The Mejorando Group
7409 North 84th Avenue
Glendale, AZ 85305

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

THE MEJORANDO GROUP

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:



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Resolution 2022-___: Adopting Regulations Regarding the Payment of the Cost of the Candidate's Statement for the November 2022 Consolidated Election

Staff Recommendation

Adopt Resolution 2022- ___, adopting regulations regarding the payment of the cost of the Candidate's Statement for the November 8, 2022 Consolidated Election.

Background

Section 13307 of the California Elections Code provides that the governing body of any local agency may require each candidate filing a statement to pay in advance to the County their estimated pro rata share of the costs incurred for distribution of the statement. The filing of a candidate's statement is optional.

A local agency may adopt regulations pertaining to such materials to be submitted to the electorate. Specifically, Section 13307 3(e) states "Before the nominating period opens, the local agency for that election shall determine whether a charge shall be levied against that candidate for the candidate's statement sent to each voter." Candidates may file statements with their declaration of candidacy during the filing period of July 18 through August 12, 2022.

The San Bernardino Registrar of Voters has not yet provided estimated costs for 2022. Riverside's 2022 estimate is \$700. The costs of the candidate's statements will be:

- County of Riverside: \$700
- County of San Bernardino: \$300 (estimated)

In prior years, the County of San Bernardino did not require candidates to file a candidate statement, as there were too few registered voters within the District boundaries. Staff anticipates this will again be the case in 2022.

Historically, the District has required the candidates to pay for their own candidate statements. Staff recommends the District continue to do so, and adopt the resolution as presented.

Fiscal Impact

There will be no fiscal impact related to candidates' statements if candidates are required to pay their own fees.

Attachment(s)

1. Resolution 2022-___

RESOLUTION 2022-___

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT
ADOPTING REGULATIONS REGARDING PAYMENT OF THE
COST OF THE CANDIDATE'S STATEMENT**

WHEREAS, Section 13307 of Elections Code of the State of California provides that the governing body of any local agency may adopt regulations pertaining to materials to be submitted to the electorate prepared by any candidate for a special district election, including costs thereof; and

WHEREAS, any candidate for the office of director may prepare a candidate's statement using the appropriate form provided by the County Registrar of Voters; and

WHEREAS, the Board of Directors of the Beaumont-Cherry Valley Water District has determined that it is in the best interest of the District to require candidates to bear their own costs of the filing of such statements,

NOW, THEREFORE, BE IT RESOLVED by the Beaumont-Cherry Valley Water District Board of Directors and orders as follows:

1. *General Provisions.* Candidate's Statements filed for elective office to the Board of Directors may be made on an appropriate form provided by the County of San Bernardino and/or the County of Riverside and will comply with all regulations set forth by each county and the State of California.
2. *Payment.* The candidate will be responsible for payment of any costs associated with the submission of the candidate's statement as determined by the County Registrar of Voters.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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

Director David Hoffman, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 4

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Approval of the Notice of Election of 2022 for submission to the Registrars of Voters of the County of San Bernardino and the County of Riverside regarding the November 8, 2022 Consolidated Election

Staff Recommendation

Approve the Notices of Election of 2022 for submission to the Registrars of Voters of the County of Riverside and San Bernardino regarding the November 8, 2022 Consolidated Election and direct the Recording Secretary to do all things necessary to facilitate the election.

Background

The District is required to give notice to the Registrars of Voters of the County of Riverside and the County of San Bernardino of the holding of the 2022 election for three directors' seats with terms ending on Friday, December 2, 2022:

- Division 3
- Division 4
- Division 5

The terms for the above divisions will be for a 4-year period beginning at 12:01 p.m. on December 2, 2022 and ending December 4, 2026 (Elections Code 10505(b)). Staff has reviewed the election information provided by the County of Riverside and has prepared the associated notices accordingly. These notices require Board approval and must be returned to the Registrar by July 8, 2022.

The County of Riverside will provide an estimated cost for the election. There is no expected cost for an election in the County of San Bernardino, as there are no registered voters residing in the area within the BCWVD boundaries.

Fiscal Impact

Based on 2018 and 2020 costs, the total fiscal impact of the 2022 election is estimated to be \$10,000 to \$150,000. Elections costs are the responsibility of the District, and vary widely depending on number of declared candidates, seats for election, and other factors. BCWVD has not yet received 2022 estimates from the ROV.

The FY 2022 budget includes an approved expenditure of \$10,000 for the 2022 election. Because the County of Riverside invoices for elections in the following year, additional funds will be budgeted in 2023 to cover this anticipated expense.

Attachment(s)

1. Special District Information Form – County of Riverside
2. Sample Notice of Election (2020) (to be prepared by the County Registrar)

Staff Report prepared by Lynda Kerney, Administrative Assistant

**NOTICE OF GENERAL DISTRICT ELECTION
Beaumont-Cherry Valley Water District**

Notice is hereby given that a General District Election will be held in the above named district on November 8, 2022 and that the offices for which candidates may be nominated for said election are as follows:

- 1 Director – Division 3
- 1 Director – Division 4
- 1 Director – Division 5

The qualifications for these offices required under the principal act under which the district is organized are that candidates be registered electors residing within the boundaries of the district, or division thereof.

Official Declarations of Candidacy for eligible persons desiring to file for any of the elective offices are available beginning July 18, 2022 at the following location(s):

- **Beaumont-Cherry Valley Water District**
560 Magnolia Ave, Beaumont, CA 92223
Monday - Thursday, 8:00 a.m. - 5:00 p.m.
Please call for an appointment at (951) 845-9581
- **Registrar of Voters**
2720 Gateway Drive, Riverside, CA 92507
Monday - Friday, 8:00 a.m. - 5:00 p.m.
Please call for an appointment at (951) 486-7200

Declarations of Candidacy must be filed in the office of the Registrar of Voters no later than 5:00 p.m. on August 12, 2022.

Appointment to each elective office will be made by the Board of Supervisors of the County of Riverside as prescribed in Elections Code § 10515 in the event there are no nominees or an insufficient number of nominees, and a petition requesting the election be held for such offices has not been presented to the Registrar of Voters by 5:00 p.m. on August 12, 2020.

Dated: July 12, 2020

REBECCA SPENCER
Registrar of Voters

**NOTICE TO THE REGISTRAR OF VOTERS
(ELECTIONS CODE §§ 10509, 10522; W.C. § 71451)
GENERAL DISTRICT ELECTION, NOVEMBER 8, 2022**

DISTRICT: Beaumont-Cherry Valley Water District **PHONE:** (951) 845-9581
ADDRESS: 560 Magnolia Ave, Beaumont, Ca 92223 **FAX:** (951) 845-0159
MAILING ADDRESS: 560 Magnolia Ave, Beaumont, Ca 92223 **E-MAIL:** info@bcvwd.org

LIST NAMES OF DISTRICT DIRECTORS WHOSE TERMS EXPIRE ON DECEMBER 2, 2022

NAME OF DIRECTOR	DIVISION NUMBER (IF APPLICABLE)
Daniel Slawson	3
John Covington	4
David Hoffman	5

The following section applies only if a Director(s) was/were appointed to fill a vacancy in an office, which is not normally scheduled to be voted on this year (Short term).

NAME	DIVISION (If applicable)	DATE APPOINTED	DIRECTOR REPLACED

STATEMENT OF ECONOMIC INTERESTS: The Government Code now requires all candidates to file a Form 700 with the Registrar of Voters by the nomination period deadline. If the candidate has previously filed an initial, assuming office, or annual statement for the same office sought within 60 days before the nomination deadline then the candidate does not have to file the Form 700 again.

CANDIDATE'S STATEMENT: Who is to pay the cost of the printing and handling of statement?
Please check appropriate box. **CANDIDATE** **DISTRICT**

NOTICE OF ELECTION published by Registrar of Voters in Record Gazette
(Insert name of Local Newspaper)

CANDIDATES may obtain nomination documents from the Registrar of Voters, 2720 Gateway Drive, Riverside, CA 92507, or from the District Secretary located at:
Beaumont-Cherry Valley Water District, 560 Magnolia Ave, Beaumont, Ca 92223 (Mon-Th 8am-5pm)
(Insert Location Name, Address, and Business Hours)

DISTRICT MAP: Attach 34" x 42" map showing district boundaries and divisions, if applicable.
Enclosed Map Contains Boundary/Division Changes YES NO

I certify that the enclosed map of the district boundaries and divisions is true and correct as of this date, and is submitted in compliance with Section 10522 of the California Elections Code for use in the General District Election to be held on November 8, 2022, or that there have been no changes to the boundaries as of the last General District Election.

Dated: 6/23/22 **Contact Person:** Dr. Kirene Bargas Manini

Sign: _____
(District Secretary)

(DISTRICT SEAL)



**Beaumont-Cherry Valley Water District
Board of Directors Meeting
June 23, 2022**

Item 5

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **California Special Districts Association (CSDA) 2022 Board Elections: Vote to Elect a Representative to the CSDA Board of Directors Southern Network for Seat B**

Recommendation

Choose one candidate from the list below and vote to elect a representative to the California Special District Association (CSDA) Board of Directors, Seat B for the Southern Network.

Background

Beaumont-Cherry Valley Water District (BCVWD) is a member of the CSDA, a non-profit organization formed to promote good governance and improved core local services through professional development, advocacy and other services for all types of independent special districts. The CSDA is governed by an 18-member Board of Directors elected from the membership in six geographic networks. BCVWD is part of the Southern Network.

Summary

The California Special Districts Association has requested that the Board of Directors of the Beaumont-Cherry Valley Water District submit a ballot to vote for one candidate of their choice to represent the CSDA Southern Network, Seat B. The term for this seat is two (2) years, from 2023 – 2025. There are three candidates for the seat:

1. Don Bartz – Phelan Pinon Hills Community Services District (incumbent)
2. Ken Endter – Fallbrook Public Utility District
3. Beverli Marshall – Valley Sanitary District

Candidate information is attached. The deadline to return the ballot is July 8.

Fiscal Impact: None.

Attachments: Candidate Information

Prepared by Lynda Kerney, Administrative Assistant



2022 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Don Bartz

District/Company: Phelan Pinon Hills Community Services District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 14 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I currently hold the CSDM designation through CSDA and I was appointed to my position on the CSDA Board in 2020. I attend most CSDA conferences and events.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

ACWA, AWWA, CPRA, CalRural Water
Institute for Local Government

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

LAFCo, ASBCSD (local chapter of CSDA) High Desert Mountain Water Association

4. List civic organization involvement:

I serve as a commissioner on the Hesperia Planning Commission

****Candidate Statement –** Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 31, 2022 will not be included with the ballot.**

DON BARTZ

GENERAL MANAGER



CANDIDATE STATEMENT


It is an honor to be considered for election to CSDA's Seat B - Southern Network to continue my service as a member of the Board of Directors. I have been active with CSDA for over 20 years during my time as General Manager for three different Southern Network agencies. I hold the Certified Special District Manager designation through CSDA and I understand just how valuable membership in CSDA is for special districts. Special districts often do not have a voice with our legislators and CSDA advocates for us. Most recently, when special districts were completely overlooked in regard to state and federal COVID-19 funds, CSDA worked with our legislators to provide COVID-19 funding for special districts.

I have been the General Manager of the Phelan Pinon Hills Community Services District ("District") since it formed 14 years ago. Our District has utilized CSDA's education and legislative programs to educate both District directors and staff in order to establish sound governance and best practices for our authorized services. I have served on CSDA's Professional Development and Membership Committees and recommend all special districts join CSDA to strengthen our coalition and bring recognition to our unique districts.

Because my District provides water, parks and recreation, solid waste, and street lighting services, I will bring a variety of experience and understanding of the needs of special districts in our region. As a regular attendee of CSDA conferences and workshops, I am willing to attend meetings and conferences. As a regular panelist on CSDA's, "So You Want to be a General Manager," workshop, I understand the role CSDA plays in helping general managers manage special districts and how CSDA is essential in training the next generation of managerial staff.

I currently serve as CSDA's representative for the Institute of Local Government and I also serve as an appointed planning commissioner for the City of Hesperia. I understand the land use and other hurdles special districts face when developing projects. I will utilize my legislative relationships for the benefit of CSDA members to advocate for special districts and to ensure we have a voice in the legislature and are considered for funding and grants. I would be honored to receive your agency's vote.

CONTACT INFORMATION

 760-868-1212 x306

 dbartz@pphcsd.org

 4176 Warbler Road • Phelan, CA 92371



2022 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Ken Endter

District/Company: Fallbrook Public Utility District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 4 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Workshops and events

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

ACWA workshops and events

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

San Diego County Emergency Preparedness, Supervisor District #14

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 31, 2022 will not be included with the ballot.**



2022 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Beverli A. Marshall

District/Company: Valley Sanitary District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 2.5 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I am currently on the Professional Development and Membership Services committees. I have served on various committees over the past 10 years.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I am a member of CSMFO, CASA, CWEA, CalPELRA, and Cal-ICMA. I am also a member of NACWA, AWWA, ICMA, WEF, and WateReuse.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

I serve on the Advisory Board of the UCSB Professional & Continuing Education Women in Leadership Executive Program and am Chairman for the Water Sector Management Committee for the Desert Region Apprenticeship Program.

4. List civic organization involvement:

I am President of Indio Sunrise Rotary club, Parliamentarian of the Woman's Club of Indio, a member of the Daughters of the American Revolution, and my application is being processed for the Mayflower Society.

****Candidate Statement –** Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 31, 2022 will not be included with the ballot.**

Beverli A. Marshall

General Manager
Valley Sanitary District

Candidate - Southern Network (Seat B)



ABOUT ME

I have worked in public agencies for over 20 years and, for the past 13 years, served in management positions at special districts. I am an outspoken advocate for the critical work that districts do for their communities every day.

EDUCATION



Doctoral Candidate - 2022

Business Administration

MPA - 1996

Public Administration

Bachelor of Arts - 1994

Sociology

CSDA

Professional Development, Legislative, Elections & Bylaws, Fiscal, and Membership Services committees

Mt. View Sanitary District

Board Member

CSRMA

Board Member

Indio Sunrise Rotary Club

Board President

Woman's Club of Indio

Board Parliamentarian

BOARD EXPERIENCE



AWWA

Workforce Strategies Committee

CWEA

DEI Task Force

CSMFO

Budget Award Review

VOLUNTEER



SDLF

Certified Special District Manager

SDLF

Special District Governance

ICMA

Credentialed Manager

CERTIFICATION



VOTE



If elected, I will serve the Southern Network ethically, responsibly, and enthusiastically. Remember - ballots will be sent out electronically before June 2 and are due July 8.

Vote for Beverli A. Marshall - Southern Network (Seat B)



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 6

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Resolution 2022-__: Adoption of BCVWD's 2022-2023 Annual Water Supply and Demand Assessment

Staff Recommendation

Adopt Resolution 2022-__: Adoption of BCVWD's 2022-2023 Annual Water Supply and Demand Assessment.

Background

On March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22 (See Attachment 2), which sets forth considerations for the State Water Resources Control Board (SWRCB) and requirements of urban suppliers, including the following:

To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year (2022, and potentially 2023), **local water suppliers are directed to execute their urban Water Shortage Contingency Plans (WSCPs)** and agricultural drought plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year.

By May 25, 2022, the State Water Resources Control Board shall consider adopting emergency regulations that include all of the following:

- a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources (DWR) a preliminary Annual Water Supply and Demand Assessment (or Annual Shortage Report) consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the DWR no later than the deadline set by section 10632.1 of the Water Code;
- b. A requirement that **each urban water supplier that has submitted a water shortage contingency plan to the DWR implement, at a minimum the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2)**, by a date to be set by the Water Board.

In accordance with the Executive Order, at the April 28, 2022 Board Meeting, the Board of Directors adopted Resolution 2022-12, declaring a Stage 3 Water Shortage (as defined in the District's 2020 Water Shortage Contingency Plan [WSCP]), and implementing certain water use restrictions described in the District's WSCP.



In April 2022, the DWR released the final guidance document to be used by water suppliers for preparing Annual Shortage Reports. In order to prepare the District's Annual Shortage Report, District staff has analyzed its potential water sources for the current/upcoming year (July 2022 – June 2023 per the Water Code), as well as the estimated consumption based on the findings of the 2020 Urban Water Management Plan (UWMP).

At the May 26, 2022 Board Meeting, Staff presented the procedures and preliminary results of the analysis to the Board for discussion. Staff submitted the District's Preliminary Annual Shortage Report to DWR via email on June 1, 2022.

In accordance with the requirements set forth in the Water Code, the District is required to submit the District's final Annual Shortage Report to DWR on July 1st, 2022 via DWR's WUEdata Portal. The Water Code indicates that approval of a water supplier's Annual Shortage Report is dependent upon the supplier's WSCP; the District's WSCP calls for Approval of the Annual Shortage Report by Board Resolution (see Table 5 of the 2020 WSCP).

Staff identifies that there have been no additional findings to warrant substantial changes to the preliminary Annual Shortage Report which was presented to the Board at the May 26, 2022 meeting. The results of the final analysis presented below briefly summarize the data which will be submitted to DWR on July 1. Note, there have been minor changes to projected demands as indicated the preliminary Annual Shortage Report (less than 10 AF difference in projected demands). Procedures for the analysis were described in depth at the May 26, 2022 meeting.

Discussion

As part of the requirements for Annual Shortage Reports, water suppliers are required by the Water Code to analyze the following:

- i. Current year unconstrained demand
- ii. Current year available supply
- iii. Existing infrastructure capabilities and plausible constraints
- iv. A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment
- v. A description and quantification of each source of water supply

Water suppliers are required to complete five (5) separate submittal tables to be provided to DWR as part of the Annual Shortage Report. The submittal tables are summarized below (note, these are not representative of the tables provided for this report herein):

- Table 1: General Annual Assessment Information
 - Water Supplier's contact information
- Table 2: Water Demands
 - Estimated unconstrained water demands for the upcoming year
- Table 3: Water Supplies
 - Available Water Supplies



- Table 4: Potable and Non-Potable Water Shortage Assessment
 - Uses inputted data from Tables 2 and 3 and calculates the surplus/shortage as a percentage for each month of the upcoming year, and uses said percentage to determine the corresponding Water Shortage Level.
 - Water suppliers have the option to input planned WSCP Actions which result in a quantified supply augmentation and/or demand reduction. Revised surplus/shortages are auto-calculated based on WSCP Actions.

Current Year Unconstrained Demand

As part of the Annual Shortage Report, water suppliers are encouraged to project demands for the upcoming year on a monthly basis in order to reveal any potential shortages throughout the year. Suppliers are given the option to report on a monthly basis (or other time basis as desired), and are given the option to include project water demand by consumer class.

The District’s estimated unconstrained water demands for July 2022 – June 2023 are summarized in Table 1 below. Data for July 2021 – May 2022 (as of June 15, 2022) is included for comparison.

Table 1 – Projected Unconstrained Demands, July 2022 – June 2023

	July 2022 - June 2023 Water Demand, AF	July 2021 - June 2022* Water Demand, AF
Potable	11,982	
Non-Potable	2,073	
Total	14,055	13,828

* Using actual consumption data for January – May 2022, estimated for June 2022 based on historic consumption and projected EDU growth (determined in 2020 UWMP)

The total annual demand data presented in Table 1 above may differ from any annual demand information provided previously to the Board, as the District typically analyzes its demands from January – December.

Current Year Available Supply

To estimate available water supply for the upcoming year, District staff analyzed the District’s available supplies to date, estimated how much State Project Water (SPW) may still be delivered by the end of the 2022 calendar year, as well as the estimated water deliveries which may be received from July 2022 – June 2023 based on the assumption of an additional dry year.

Water suppliers are encouraged by DWR to input available supplies on a monthly basis. The available monthly supplies for imported water typically vary from year to year, based on SWP, weather, and available capacity in DWR facilities to transport Table A water. The available monthly supplies included in BCVWD’s Annual Shortage Report are generalized over a 6-month



period, assuming a dry year, and with BCVWD only receiving SWP water during the winter months. Actual availability and timing of imported water may differ from projections provided in the Annual Shortage Report.

The available monthly supplies for local groundwater are more predictable; District staff was able to analyze the monthly production for both Edgar Canyon and the Beaumont Basin from 2017 – 2021 to project the available supplies for the upcoming year.

A summary of the District's projected available supplies for July 2022 – June 2023 is included in Table 2 below.

Table 2 – Projected Available Supply

	July 2022 - June 2023 Water Supply, AF
Potable	8,123
Non-Potable	1,391
Total	9,514

Note, included in the District's total supply is water withdrawn from the District's storage account to meet demands during months which SWP water is not available. This is discussed further below.

Potable/Non-Potable Water Shortage Assessment

Based on the above projections, DWR Submittal Table 4 is auto populated to calculate any surplus or shortage without any WSCP Shortage Response Actions. Water suppliers are then required to analyze the findings of their WSCP, and input quantified supply augmentations or demand reductions based on the actions outlined in the WSCP.

District staff analyzed the possible demand reductions as a result of the water use restrictions implemented by the Board of Directors at the April 28, 2022 Board meeting. District staff estimates that with the current water use restrictions in place, a demand reduction of as much as 30 – 31% may be able to be achieved.

Based on the results of the assessment in DWR Submittal Table 4 (see Attachment 1), the District may experience a water supply shortage of approximately 32% for the upcoming year, which is generally consistent with the estimated supply shortage presented to the Board at the April 28, 2022 Board meeting (staff projected a supply shortage of 33%).

A brief summary of the potable and non-potable shortage assessment is included in Table 3 below.



Table 3 – Potable and Non-Potable Water Shortage Assessment

	July 2022 - June 2023 Potable Water Assessment	July 2022 - June 2023 Non-Potable Water Assessment
Anticipated Unconstrained Demand, AF	11,982	2,073
Anticipated Water Supply, AF	8,123	1,391
Surplus (Shortage) w/o WSCP Action, AF	(3,859)	(682)
% Surplus (-% Shortage) w/o WSCP Action	(32%)	(33%)
Benefit from Demand Reduction Actions, AF	3,563	640
Revised Surplus (Shortage) w/ WSCP Actions, AF	(296)	(42)
Revised % Surplus (-% Shortage) w WSCP Action	(2%)	(2%)

Note, the above revised surplus or shortage is contingent upon the actual achievement of demand reductions as outlined in the WSCP. Also note, included in the anticipated water supply is water withdrawn from the District’s storage account. District staff estimated the monthly volume of water withdrawn from the storage account such that the District would be at an average shortage of 33% of the annual supply. If demand reduction is not achieved to the level as desired by the District, additional water will be required to be withdrawn from the storage account to meet annual demands.

District staff estimates that if demand reductions can be achieved, the District would need to withdraw approximately 2,950 AF from storage for the upcoming assessment year. The actual withdrawal amount also depends on the actual amount of imported water that the District receives over the next year. There is currently 31,633 AF in the District’s storage account in the Beaumont Basin. Based on District staff’s analysis, this may decrease to approximately 28,685 AF by July 2023, given that demand reduction is achieved.

Any water withdrawn from the storage account will need to be replenished during wet years when supply exceeds demand and SWP reliability is increased.



Planned Water Shortage Response Actions

The final component of the Annual Shortage report is a list of each water supplier's planned water shortage response actions, and each action's associated quantified demand reduction/supply augmentation. The shortage response actions outlined in the WSCP and implemented subsequent to the April 28, 2022 Board Meeting are included in Attachment 1.

Coordination with SGPWA

District staff has provided the SGPWA with its total annual demands and connections for each year from 2017 – 2021. District staff has also provided the SGPWA with its monthly water demands by consumer class from 2017 – 2021. This information will be utilized by SGPWA in the preparation of its annual shortage report. District staff will continue coordination with the SGPWA in order to ensure consistency between the District's data and the SGPWA's projected supplies and demands for the region.

Summary

District staff has prepared the required Final Annual Water Supply and Demand Assessment, which is required by the SWRCB to be submitted no later than July 1, 2022. Upon adoption by the Board, District staff will follow DWR requirements to submit the Final Report by July 1, 2022.

After submittal of the Final Report, District staff will continue to closely monitor the drought conditions both locally and at the state level, and provide the Board with information regarding any major differences between staff's projections and the actual demands and supplies as incorporated in the Final Annual Shortage Report.

Per the DWR website, a summary of all Annual Shortage Reports across the state will be published sometime around October.

Attachments

1. Final Beaumont-Cherry Valley Water District Annual Water Supply and Demand Assessment (2022-2023)
2. Resolution 2022-__ : A Resolution of the Board of Directors of the Beaumont-Cherry Valley Water District to Adopt the 2022-2023 Annual Water Supply and Demand Assessment

Staff Report prepared by Daniel Baguyo, Engineering Assistant

RESOLUTION 2022-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT
TO ADOPT THE 2022-2023 ANNUAL
WATER SUPPLY AND DEMAND ASSESSMENT**

WHEREAS, the Annual Water Supply and Demand Assessment (WSDA) is a new State-mandated report due to the Department of Water Resources (DWR) on July 1, 2022 and every July 1 thereafter; and

WHEREAS, the WSDA provides an estimate of the gap between demand for water and actual supplies available each year; and

WHEREAS, per California Water Code §10632.1, an urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions, and an urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later; and

WHEREAS, as a result of continuing drought conditions in the State, on March 28, 2022 Governor Gavin Newsom issued Executive Order N-7-22 which requires suppliers to submit a preliminary shortage report by June 1, 2022 and a final Annual Shortage Report by July 1, 2022; and

WHEREAS, staff has analyzed potential water sources for the current / upcoming year (July 2022-June 2023) as well as the estimated consumption based on the findings of the Urban Water Management Plan and has prepared this WSDA in compliance with the procedures enumerated in the Water Shortage Contingency Plan (WSCP) adopted by Resolution 2021-14; and

WHEREAS, on May 26, 2022, the Board received a presentation of the Draft Annual WSDA and staff subsequently submitted the District's Preliminary Annual Shortage Report to the Department of Water Resources on June 1, 2022; and

WHEREAS, there have been no additional findings to warrant substantial changes to the Preliminary Annual Shortage Report and on June 23, 2022, the Board received a presentation and considered the final WSDA,

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Beaumont-Cherry Valley Water District finds and determines as follows:

1. The WSDA was prepared in accordance with the California Water Code and with the District's WSCP
2. The conclusions set forth in the WSDA are supported by substantial evidence and reasonable analysis, and are consistent with District policies, plans, documents and operations

NOW THEREFORE, BE IT FURTHER RESOLVED that, in the exercise of independent judgment, taking into consideration the WSDA, and engaging in due deliberations, the Board does hereby adopt the 2022-2023 BCVWD Final Annual Water Supply and Demand Assessment and directs staff to submit the report to the Department of Water Resources.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

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

Director David Hoffman, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District

Attachment: 2022-2023 BCVWD Final Annual Water Supply and Demand Assessment

Attachment 1 -
Final Beaumont-Cherry Valley Water District Annual Water
Supply and Demand Assessment (2022-2023)

Table 1. Annual Assessment Informatio

Annual Assessment Information (Required)	
Year Covered By This Shortage Report	
Start: July 1,	2022
End: June 30,	2023
Supplier's Annual Assessment Planning Cycle	
Start Month:	JULY
End Month:	JUNE
Data Reporting Interval Used: MONTHLY	
Volume Unit for Reported Supply and Demand: <i>(Must use the same unit throughout)</i> AF	
Water Supplier's Contact Information	
Water Supplier's Name:	BEAUMONT-CHERRY VALLEY WATER DISTRICT
Contact Name:	MARK SWANSON
Contact Title:	DIRECTOR OF ENGINEERING
Street Address:	560 MAGNOLIA AVENUE
ZIP Code:	92223
Phone Number:	951-845-9581
Email Address:	mark.swanson@bcvwd.org
Report Preparer's Contact Information <i>(if different from above)</i>	
Preparer's Organization Name:	
Preparer's Contact Name:	
Phone Number:	
Email Address:	
Supplier's Water Shortage Contingency Plan	
WSCP Title	Beaumont-Cherry Valley Water District Water Shortage Contingency Plan
WSCP Adoption Date	8/26/2021
Other Annual Assessment Related Activities (Optional)	
Activity	Timeline/ Outcomes / Links / Notes
Annual Assessment/ Shortage Report Title:	Optional
Annual Assessment / Shortage Report Approval Date:	MM/DD/YYYY
Other Annual Assessment Related Activities:	Optional
<i>(Add rows as needed)</i>	

= From prior table
 = Auto calculated

Table 2: Water Demands ¹															
Use Type	Start Year: 2022		Volumetric Unit Used ² : AF												
Drop-down list May select each use multiple times These are the only Use Types that will be recognized by the WUedata online submittal tool (Add additional rows as needed)	Additional Description (as needed)	Level of Treatment for Non-Potable Supplies Drop-down list	Projected Water Demands - Volume ³												Total by Water Demand Type
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Demands Served by Potable Supplies															
Single Family			995	941	1221	924	968	703	683	507	547	482	684	747	9402
Multi-Family			22	53	26	48	19	45	16	39	16	37	17	48	387
Commercial	Commercial/Institutional		121	180	149	168	115	125	68	92	61	87	68	153	1388
Industrial			14	23	15	20	13	14	14	18	16	14	13	26	200
Landscape			23	26	23	23	15	13	11	11	9	9	17	28	207
Agricultural irrigation			6	6	11	11	7	7	2	2	2	2	3	3	62
Other Potable	Construction Grading Water		29	47	34	25	32	16	19	31	17	20	22	45	337
															0
															0
															0
Total by Month (Potable)			1209	1277	1479	1219	1168	924	813	700	668	651	823	1050	11982
Demands Served by Non-Potable Supplies															
Commercial	Commercial/Institutional - Non-Potable		0.29	0.39	0.41	0.54	0.68	0.34	0.29	0.15	0.35	0.19	0.30	0.46	4
Landscape			253	275	296	245	178	137	88	85	83	65	142	220	2068
															0
															0
															0
Total by Month (Non-Potable)			253	275	296	246	179	138	88	85	83	66	143	221	2073
Notes: List considered factors impacting demands															
¹ Projections are based on best available data at time of submitting the report and actual demand volumes could be different due to many factors. ² Units of measure (AF, CCF, MG) must remain consistent. ³ When opting to provide other than monthly volumes (bi-monthly, quarterly, or annual), please see directions on entering data for Projected Water Demand in the Table Instructions.															

Optional (for comparison purposes)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Last year's total demand													0
Two years ago total demand													0
Three years ago total demand													0
Four years ago total demand													0

= From prior tables
 = Auto calculated

Table 3: Water Supplies¹

Water Supply		Start Year		Volumetric Unit Used ²												AF	Water Quality	Total Right of Safe Yield* (optional)
Drop-down List May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool (Add additional rows as needed)	Additional Detail on Water Supply	Projected Water Supplies - Volume ³												Total by Water Supply Type	Drop-down List			
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun					
Potable Supplies																		
Groundwater (not desal.)	Edgar Canyon Groundwater - No limit on pumping, typical yield between 1100-1400 AFY	114	105	97	106	101	100	92	92	95	121	132	125	1280				
Purchased/Imported Water	Table A Allocation (5%)	0	0	0	112	112	112	0	112	112	112	0	0	672				
Purchased/Imported Water	Ventura (5%)	0	0	0	40	40	40	0	40	40	40	40	0	280				
Purchased/Imported Water	Nickel Water (Dry Year Supply Based on 2020 UWMP)	0	0	0	191	191	191	0	191	191	191	191	0	1337				
Groundwater (not desal.)	Adjudicated Beaumont Basin Groundwater - Reallocated Unused Overlier Rights	152	152	152	152	152	152	152	152	152	152	152	152	1824				
Supply from Storage	Adjudicated Beaumont Basin Groundwater	500	600	715	175	125	0	265	0	0	0	0	350	2730				
														0				
														0				
														0				
														0				
Total by Month (Potable)		766	857	964	776	721	595	509	587	590	616	515	627	8123		0		
Non-Potable Supply																		
Groundwater (not desal.)	Adjudicated Beaumont Basin Groundwater (BCVWD Well 26)	140	161	151	138	115	58	61	54	34	71	90	98	1171				
Supply from Storage	Adjudicated Beaumont Basin	25	20	35	25	0	35	10	5	20	0	5	40	220				
														0				
														0				
														0				
Total by Month (Non-Potable)		165	181	186	163	115	93	71	59	54	71	95	138	1391		0		
Notes: List hydrological and regulatory conditions, infrastructure capabilities, and plausible constraints which may impact the water supplies																		
¹ Projections are based on best available data at time of submitting the report and actual supply volumes could be different due to many factors.																		
² Units of measure (AF, CCF, MG) must remain consistent.																		
³ When opting to provide other than monthly volumes (bi-monthly, quarterly, or annual), please see directions on entering data for Projected Water Supplies in the Table Instructions.																		

Optional (for comparison purposes)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
eAR Reported Total Water Supplies													0

= Auto calculated	
= From prior tables	
= For manual input	

Table 4(P): Potable Water Shortage Assessment ¹													Start Year: 2022		Volumetric Unit Used ² :				AF	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun ³	Total							
Anticipated Unconstrained Demand	1209.3	1276.8	1479.0	1219.2	1168.5	923.6	813.3	699.7	668.3	651.1	823.2	1050.0	11981.91							
Anticipated Total Water Supply	766.0	857.0	964.0	776.0	721.0	595.0	509.0	587.0	590.0	616.0	515.0	627.0	8123.00							
Surplus/Shortage w/o WSCP Action	-443.3	-419.8	-515.0	-443.2	-447.5	-328.6	-304.3	-112.7	-78.3	-35.1	-308.2	-423.0	-3,858.9							
% Surplus/Shortage w/o WSCP Action	-37%	-33%	-35%	-36%	-38%	-36%	-37%	-16%	-12%	-5%	-37%	-40%	-32%							
State Standard Shortage Level	4	4	4	4	4	4	4	2	2	1	4	5	4							
Planned WSCP Actions																				
Benefit from WSCP: Supply Augmentation													0.0							
Benefit from WSCP: Demand Reduction	375.0	362.0	460.0	352.0	362.0	267.0	253.0	195.0	204.0	184.0	256.0	293.0	3563.0							
Revised Surplus/Shortage with WSCP	-68.3	-57.8	-55.0	-91.2	-85.5	-61.6	-51.3	82.3	125.7	148.9	-52.2	-130.0	-295.9							
% Revised Surplus/Shortage with WSCP	-6%	-5%	-4%	-7%	-7%	-7%	-6%	12%	19%	23%	-6%	-12%	-2%							

¹Assessments are based on best available data at time of submitting the report and actual volumes could be different due to many factors.
²Units of measure (AF, CCF, MG) must remain consistent.
³When optional monthly volumes aren't provided, verify Tables 2 and 3 use the same columns for data entry and are reflected properly in Table 4 and make sure to use those same columns to enter the benefits from Planned WSCP Actions. Please see directions on the shortage balancing exercise in the Table Instructions. If a shortage is projected, the supplier is highly recommended to perform a monthly analysis to more accurately identify the time of shortage.

= Auto calculated	
= From prior tables	
= For manual input	

Table 4(NP): Non-Potable Water Shortage Assessment ¹													Start Year: 2022		Volumetric Unit Used ² :				AF	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun ³	Total							
Anticipated Unconstrained Demand: Non-Potable	253.0	275.4	296.1	246.0	178.9	137.7	88.2	85.1	83.5	65.6	142.5	220.6	2,072.51							
Anticipated Total Water Supply: Non-Potable	165.0	181.0	186.0	163.0	115.0	93.0	71.0	59.0	54.0	71.0	95.0	138.0	1,391.0							
Surplus/Shortage w/o WSCP Action: Non-Potable	-88.0	-94.4	-110.1	-83.0	-63.9	-44.7	-17.2	-26.1	-29.5	5.4	-47.5	-82.6	-681.5							
% Surplus/Shortage w/o WSCP Action: Non-Potable	-35%	-34%	-37%	-34%	-36%	-32%	-20%	-31%	-35%	8%	-33%	-37%	-33%							
Planned WSCP Actions																				
Benefit from WSCP: Supply Augmentation													0.0							
Benefit from WSCP: Demand Reduction	78.0	85.0	92.0	76.0	55.0	43.0	27.0	26.0	26.0	20.0	44.0	68.0	640.0							
Revised Surplus/Shortage with WSCP	-10.0	-9.4	-18.1	-7.0	-8.9	-1.7	9.8	-0.1	-3.5	25.4	-3.5	-14.6	-41.5							
% Revised Surplus/Shortage with WSCP	-4%	-3%	-6%	-3%	-5%	-1%	11%	0%	-4%	39%	-2%	-7%	-2%							

¹Assessments are based on best available data at time of submitting the report and actual volumes could be different due to many factors.
²Units of measure (AF, CCF, MG) must remain consistent.
³When optional monthly volumes aren't provided, verify Tables 2 and 3 use the same columns for data entry and are reflected properly in Table 4 and make sure to use those same columns to enter the benefits from Planned WSCP Actions. Please see directions on the shortage balancing exercise in the Table Instructions. If a shortage is projected, the supplier is highly recommended to perform a monthly analysis to more accurately identify the time of shortage.

Table 5: Planned Water Shortage Response Actions			July 1, 2022		to June 30, 2023	
Anticipated Shortage Level Drop-down List of State Standard Levels (1 - 6) and Level 0 (No Shortage)	ACTIONS: Demand Reduction, Supply Augmentation, and Other Actions. (Drop-down List) These are the only categories that will be accepted by the WUedata online submittal tool. Select those that apply.	Is action already being implemented? (Y/N)	How much is action going to reduce the shortage gap?		When is shortage response action anticipated to be implemented?	
			Enter Amount	(Drop-down List) Select % or Volume Unit	Start Month	End Month
<i>Add additional rows as needed</i>						
All	Improve Customer Billing	Yes	1	%		
All	Expand Public Information Campaign	Yes	1	%		
All	Landscape - Restrict or prohibit runoff from landscape irrigation	Yes	2	%		
All	Other - Prohibit use of potable water for washing hard surfaces	Yes	2	%		
All	Other - Require automatic shut of hoses	Yes	2	%		
2	CII - Lodging establishment must offer opt out of linen service	Yes	2	%		
2	CII - Restaurants may only serve water upon request	Yes	2	%		
2	Water Features - Restrict water use for decorative water features, such as fountains	Yes	1	%		
3	Landscape - Limit landscape irrigation to specific days	Yes	15	%		
3	Other	Yes	3	%		
4	Landscape - Limit landscape irrigation to specific days	No		%		
5	Other water feature or swimming pool restriction	No		%		
5	Water Features - Restrict water use for decorative water features, such as fountains	No		%		
5	Other - Prohibit use of potable water for construction and dust control	No		%		
5	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	No		%		
5	CII - Other CII restriction or prohibition	No		%		
6	Moratorium or Net Zero Demand Increase on New Connections	No		%		
NOTES: Other: Expand public awareness programs to schools; Level 3 Landscape Restrictions - Limit landscape irrigation to 3 days per week; Level 4 Landscape Restrictions - Limit landscape irrigation to 1 day per week; Other water feature or swimming pool restriction: Filling of new pools prohibited, topping off or refilling of existing pools with cover allowable						



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 7

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Approve Additional Spending in the Amount of \$1,955 for the 2021 Audit Services Contract with Rogers, Anderson, Malody & Scott**

Staff Recommendation

Approve additional spending of \$1,955 for a not to exceed amount of \$25,800 for 2021 Audit Services.

Background

The District is required by the State of California to engage an independent certified public accounting (CPA) firm to conduct the annual external financial statement audit, and report the results, in writing, to the Board of Directors, County of Riverside Auditor-Controller's Office, State Controller's Office and others.

After careful consideration, at its meeting of November 8, 2017 the Board selected the firm of Rogers, Anderson, Malody & Scott, LLP (RAMS) to perform the annual audit and authorized a contract of 3 years with the option of extending the contract for 2 additional 1-year periods, at the District's sole discretion.

At its meeting of November 19, 2020 the Board authorized the General Manager to execute an extension of the existing contract with RAMS for professional external financial statement audit services for a 2-year period in an amount not to exceed \$47,110.

In accordance with the pricing in Attachment 1, the District completed the 2020 audit at the contract price of \$23,265. For the 2021 audit, RAMS has requested additional fees for increased audit services provided as part of said audit in the amount of \$1,955, resulting in a not to exceed amount of \$25,800.

Staff identifies RAMS provided increased services necessary to assist staff in identifying and proposing a solution to address a Springbrook financial software inventory report issue. This work ensures that the District maintains maximum financial transparency.

Attachment 1 specifies that additional fees may be requested due to extraordinary circumstances that warrant more intensive and detailed services beyond those in the contractual agreement. RAMS provided notice to staff that additional, more detailed work was required. District staff identifies the additional services and associated fees requested by RAMS are appropriate.



Summary

Table 1 – 2017-2021 Audit Service Fee Summary

Service	Fees Y/E 12/13/17	Fees Y/E 12/13/18	Fees Y/E 12/13/19	Fees Y/E 12/13/20	Fees Y/E 12/13/21
Audit of financial statements	\$22,700	\$22,700	\$22,700	\$23,265	\$23,845
Total	\$22,700	\$22,700	\$22,700	\$23,265	\$23,845
Additional Funds Requested	\$0	\$0	\$0	\$0	\$1,955
Revised Total Not to Exceed	\$22,700	\$22,700	\$22,700	\$23,265	\$25,800

Fiscal Impact

The additional audit fees of \$1,955 shall be charged within 01-30-310-580001 Accounting and Audit. Should this GL line item require additional funds for 2022 due to this additional amount, the amount is within the General Manager’s authority for an administrative budget transfer.

Attachment(s)

Attachment 1 – Excerpt from Addendum No. 1 to 2017 Professional Auditing Services Agreement with Rogers, Anderson, Malody & Scott, LLP

Staff Report prepared by William Clayton, Finance Manager

VI. FEES:

<u>Service</u>	<u>Anticipated Hours</u>	<u>Fees Y/E 12/31/17</u>	<u>Fees Y/E 12/31/18</u>	<u>Fees Y/E 12/31/19</u>	<u>Fees Y/E 12/31/20</u>	<u>Fees Y/E 12/31/21</u>
Audit of financial statements	165	\$22,700	\$22,700	\$22,700	\$23,265	\$23,845
Management Letter	Included in above	Included in above	Included in above	Included in above	Included in above	Included in above
Other per RFP						
Total		\$22,700	\$22,700	\$22,700	\$23,265	\$23,845

VII. QUALIFICATIONS REGARDING FEES:

(Please state succinctly any qualifications you need to make regarding your proposed fee (e.g., out of pocket expenses, fee increases, extraordinary services, etc.)

In the event that extraordinary circumstances warrant more intensive and detailed services beyond those in the contractual agreement, our Firm shall provide in writing and in advance, the reasons for the additional services together with our estimate of costs, and a statement that no work will be performed without advance approval by the District. We understand any and all additional work as agreed in advance by the District shall be compensated for at the same rate quoted in the schedule submitted in the proposal.

VIII. BILLING SEQUENCES:

(Please state the firm's normal billing practice, as it will be applied to this engagement.)

Our firm typically bills on a monthly basis for work performed in the previous month. If an invoice will be below \$500, we will typically not bill that month.

It is understood that this information must be complete and submitted by 5:00 p.m., Thursday, September 21, 2017, to the Beaumont-Cherry Valley Water District, Attn: Yolanda Rodriguez, Director of Finance & Administrative Services, 560 Magnolia Ave, Beaumont, CA 92223

Scott W. Manno, CPA, CGMA
Print Name


Signature of Individual Submitting Proposal
Authorized on Behalf of Firm

9/20/17
Date



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 8

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Review Annual Disclosure (California Government Code Section 66013(d)),
Fiscal Year 2021 Capacity Charges**

Staff Recommendation

Information only.

Background

District staff has prepared the attached schedules to document ongoing record-keeping and accounting of the following information on capacity charges (facilities fees) in accordance with Government Code Section 66013.

Capacity Charges Defined (66013(b)(3))

“A charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities.”

The District charges a capacity charge (facilities fee) on all new development and all expansions or changes of existing development to pay for current and future capital improvement projects that are designed to accommodate growth or expanded use. For the year ended December 31, 2021, the fee for capacity charges was \$10,122 per Equivalent Dwelling Unit.

Accounting Requirements (66013(d)(1)-(5))

The District is required to make the following information regarding capacity charges available to the public within 180 days after the last day of each fiscal year:

- 1) A description of the charges deposited in the fund.
- 2) The beginning and ending balance of the fund and the interest earned from investment of monies in the fund.
- 3) The amount of water capacity charges collected in that fiscal year.
- 4) An identification of each of the following:
 - a. Each public improvement on which charges were expended and the amount of the expenditure for each project, including the percentage of the total cost of the public improvement that was funded with water capacity charges if more than one source of funding was used.
 - b. Each public improvement on which water capacity charges were expended that was completed during that fiscal year.
 - c. Each public improvement that is anticipated to be undertaken in the following fiscal year.



- 5) For entities engaged in fund accounting, a description of each interfund transfer or loan made from the capital facilities fund. The information provided shall identify the public improvements on which transferred monies are, or will be, expended and shall also include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

The Capacity Charges Collected and Used, Detail of Capacity Charges Used, and the Anticipated Public Improvements in Following Fiscal Year(s), for the year ended December 31, 2021 are attached as Schedules 1, 2, and 3, respectively, for Board and public inspection. Capacity charges collected and used, and the interest thereon, are tracked each year by the District, and the schedules are presented in this format on an ongoing, annual basis.

Attachments

- Schedule 1 – Year Ended December 31, 2021 Capacity Charges Collected and Used
- Schedule 2 – Year Ended December 31, 2021 Detail of Capacity Charges Used
- Schedule 3 – Year Ended December 31, 2021 Anticipated Public Improvements in Following Fiscal Year(s)

Report prepared by Erica Gonzales, Administrative Assistant and Bill Clayton, Acting Director of Finance and Administrative Services

BEAUMONT-CHERRY VALLEY WATER DISTRICT
Government Code Section 66013(d) Report

Year Ended December 31, 2021
Capacity Charges Collected and Used

Capacity Charge Schedule - December 31, 2021	
<i>Single Family Residential</i>	\$ 10,122
<i>Multiple Family Residential</i>	\$ 6,073
<i>Commercial Property</i>	Projected water use vs 580 gal/day times \$10,122
<i>Industrial Property</i>	Projected water use vs 580 gal/day times \$10,122

	<u>2021</u>
BEGINNING BALANCE: RESTRICTED CASH - CAPITAL COMMITMENTS	<u>\$ 33,196,206</u>
Charges Collected and Interest Earned	
Capacity charges and front footage fees collected ⁽¹⁾	7,873,578
Interest Earnings Allocated ⁽²⁾	89,515
Total Charges Collected	<u>7,963,093</u>
Charges Used	
Projects Completed during the Calendar Year	21,302
Ongoing Projects	216,622
Total Charges Used	<u>237,924</u>
Charges Collected over (under) Charges Used	7,725,169
ENDING BALANCE: RESTRICTED CASH - CAPITAL COMMITMENTS	<u><u>\$ 40,921,375</u></u>

Note(s):

(1) GC 66013 only requires that capacity charges be accounted for and included in the publicly available information. However, the District also accounts for front footage fees in the similar manner. These are collected to reimburse existing pipelines already installed by the District.

(2) Unused capacity charges are invested with other District funds; interest is proportioned between CalTRUST and LAIF, the two investment pools that the District currently participates in.

**BEAUMONT-CHERRY VALLEY WATER DISTRICT
Government Code Section 66013(d) Report**

**Year Ended December 31, 2021
Detail of Capacity Charges Used**

Projects Completed during the Year

<u>Project No.</u>	<u>Description</u>	<u>2021</u>
M-2850-0001	Well 25 East Block Wall and Entrance Gate	21,302
	Total	\$ 21,302

Ongoing Projects

<u>Project No.</u>	<u>Description</u>	<u>2021</u>
T-3040-0001 PZ Pipeline	Noble Tank Pipeline	7,833
T-3040-0001 Tank	Noble Tank No. 2	7,935
WR	Grand Ave. Storm Drain	95,020
WR	Grand Ave. Storm Drain Pipelines (72.1%)	79,550
WR-REWTR PLAN	Recycled Water Masterplan Update 2016	26,284
	Total	\$ 216,622

**BEAUMONT-CHERRY VALLEY WATER DISTRICT
Government Code Section 66013(d) Report**

Year Ended December 31, 2021

Anticipated Public Improvements in Following Fiscal Year(s)

Appendix B: Potable Infrastructure Projects

<u>Project No.</u>	<u>Description</u>		2022 Capital Budget	2023 Capital Budget	2024 Capital Budget
WR-SITES-Reser.	Investment in Sites Reservoir Project		\$ 493,700	\$ 519,600	\$ 866,100
-	2020 Capacity Charge Study		47,800	-	-
W-2750-0002	2750 Zone Well in Noble Creek Regional Park		2,115,000	541,800	5,119,000
W-2750-0005	Replace 2750 Zone Well 1	(1)	417,100	692,800	-
BP-2850-0001	2850 Zone to 3040 Zone Booster Pump Station		419,200	3,906,400	-
W-2850-0001	New Beaumont Basin Well on Pardee Sundance Site		-	2,291,900	559,100
BP-3040-0001	3040 to 3330 Booster Pump Station at Noble Tank	(2)	-	122,100	568,600
T-3040-0001	2 MG 3040 Zone Tank		3,168,700	-	711,400
T-3040-0001	Pressure Zone Pipeline		1,047,800	-	235,100
WR	Grand Avenue Storm Drain		2,686,700	-	2,861,000
	Total		\$ 10,396,000	\$ 8,074,600	\$ 10,920,300

FOOTNOTES:

(1) 25% of CIP Project Cost is funded by Capacity Charges

(2) 50% of CIP Project Cost is funded by Capacity Charges

**BEAUMONT-CHERRY VALLEY WATER DISTRICT
Government Code Section 66013(d) Report**

Year Ended December 31, 2021

Anticipated Public Improvements in Following Fiscal Year(s)

Appendix D: Capital Assets

<u>Project No.</u>	<u>Description</u>	<u>2022 Capital Budget</u>	<u>2023 Capital Budget</u>	<u>2024 Capital Budget</u>
VE-TRUK-0017	Chevrolet Colorado 4x4 (Recycled Water)	35,000	-	-
	Total	\$ 35,000	\$ -	\$ -

Appendix E: Non-Potable Infrastructure Projects

<u>Project No.</u>	<u>Description</u>	<u>2022 Capital Budget</u>	<u>2023 Capital Budget</u>	<u>2024 Capital Budget</u>
NEO-0000-0001	Recycled Water Conversion and Implementation	520,100	171,700	-
NBP-2600-0003	2600 Zone Non-potable Booster at COB Treatment Plant	881,200	7,329,600	1,597,100
NP-2600-0001	24" San Timoteo Rd, Palmer to Tukwet Canyon (1)	294,400	319,000	329,100
NP-2600-0003	18" Tukwet Canyon, Suncal Tract to San Timoteo (1)	75,400	81,700	84,300
NP-2600-0004	18" San Timoteo Canyon, Tukwet Canyon to end of Existing NP (2)	58,800	63,700	65,800
NPR-2600-0001	2600 Zone Non-potable Regulation and Metering Station	-	210,500	-
NT-2600-0001	3 MG 2600 Zone Non-potable Water Tank	-	1,083,500	4,506,300
NWR-2600-0002	San Timoteo Creek Non-potable Extraction Wells	840,800	-	-
NP-2800-0012	30" COB WWTP SITE, from 2600 to 2800 Zone Booster Pump (NPB 2600-0003) to 4th (3)	-	109,900	457,000
NPR-2800-0001	2800 to 2600 Non-potable Water Pressure Regulator	-	241,300	-
NPT-2800-001	Raw Water Filter System at 2800 PZ Tank	-	-	318,300
NT-2800-0001	2MG Non-potable 2800 Zone Tank	-	-	434,400
	Total	\$ 2,670,700	\$ 9,610,900	\$ 7,792,300

FOOTNOTES:

- (1) 25% of CIP Project Cost is funded by Capacity Charges
- (2) 15% of CIP Project Cost is funded by Capacity Charges
- (3) 40% of CIP Project Cost is funded by Capacity Charges

TOTAL - ALL PROJECTS

\$ 13,101,700 \$ 17,685,500 \$ 18,712,600



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 9

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: **Selection of Consultant for the Design and Engineering Services for the 2022/2023 Water Storage Tank Recoating, Painting, and Rehabilitation Projects**

Staff Recommendation

Authorize the General Manager to negotiate the final project engineering scope of services and subsequent execution of a Professional Services Agreement with Harper & Associates Engineering, Inc., for design and engineering services for the 2022/2023 Water Storage Tank Recoating, Painting, and Rehabilitation Projects in a not to exceed (rounded) amount of **\$198,000.00** (Base Bid amount of \$164,310.00 for services and 20% contingency of \$32,862.00).

Background

From May 17, 2022, to May 26, 2022, the District solicited a Request for Proposals (RFP) for the Design and Engineering Services for the 2022/2023 Water Storage Tank Recoating, Painting, and Rehabilitation Projects (Storage Tank Rehabilitation Projects) which includes the external painting of three (3) potable water storage tanks (Cherry Tank 1, Cherry Tank 2, Vineland Tank 1) and the rehabilitation, recoating and external painting of one (1) additional potable water storage tank (Lower Edgar Tank).

The following is a list of specific tasks included in the requested design and engineering services for the project:

1. Project Coordination
2. Site Visit/Site Evaluation and Design Report
3. Environmental Research/Documentation
4. Permit Compliance
5. Design Specification and Plans
6. Bid Phase Services
7. Construction Phase Support
8. Project Close-Out
9. Project Management and Administration

On May 26, 2022, the District received proposals in response to the RFP for the 2022/2023 Water Storage Tank Recoating, Painting, and Rehabilitation Projects as identified above. The following list sets forth the two (2) firms who responded to the solicitation (listed alphabetically):

- Albert A. Webb Associates
- Harper & Associates Engineering Inc.

Each firm separately submitted their technical proposals, which includes the proposed scope of work, a statement of the firms' qualifications; and their project fee proposals, which includes each firm's fee for the design and engineering services as requested. Each proposal was evaluated separately by three (3) District staff members.



Technical proposals were reviewed first, based on the following criteria:

- Past performance and experience of the team members on similar projects
- Familiarity with and capacity of firms to handle all aspects of the work identified in the proposed project scope
- Team’s project-relevant expertise and experience
- Project elements: The proposed project approach, scope, schedule, manner, and thoroughness in which it is presented in the proposal
- Firm’s experience, stability, past performance on similar projects, and staff availability

$$1. \left(\frac{\text{Proposal Technical Score}}{\text{Highest Proposal Technical Score}} \right) \times (\text{Technical Score Weight}[80\%])$$

Technical scores were assigned a weighted percentage score based on the average technical score (as determined by the three District staff reviewers) for each firm compared to the highest average score of all firms. The technical scores affect the firm’s overall score by a factor of 80% (highest technical score receives a weighted technical score of 80%, and each subsequent technical score is weighted accordingly relative to decreasing technical score).

Fee proposals were then reviewed, and overall firm scores were formulated based on the following procedure:

$$2. \left(\frac{\text{Lowest Fee Proposal Total}}{\text{Firm Fee Proposal Total}} \right) \times (\text{Service Cost Weight}[20\%])$$

Fee proposal scores were assigned a weighted percentage score based on the fee proposal for each firm compared to the lowest fee proposal of all firms. The fee proposal scores affect the firms overall score by a factor of 20% (lowest fee proposal receives a weighted fee score of 20%, and each subsequent fee score is weighted accordingly relative to increasing fee proposal).

Overall scores from each of the two (2) firms are summarized in Table 1 below:

Table 1: Consultant Weighted Scores

Summary

District reviewed evaluated submitted and that and process Harper &

	Final Weighted Score	
	WEBB	HAE
Proposal Technical Score	82.3	89.0
*Weighted Technical Score	74%	80%
Base Bid Fee Proposal	\$194,103.00	\$164,310.00
**Weighted Fee Proposal Score	17%	20%
Total Weighted Score	90.9%	100.0%

staff and the proposals review, selection identified

*Technical Score weight = 80%

**Service Cost weight = 20%



Associates Engineering, Inc. as the highest-ranking proposer. The proposal review process included scoring of the technical merits of each proposal (80% weight in overall score) and the firm's respective fee proposal (20% weight in overall score).

District staff recommends that **Harper & Associates Engineering Inc.** be awarded the contract for Engineering Services for the Storage Tank Rehabilitation Projects due to that consultants availability and overall proposal ranking which considered their technical capabilities and proposed cost. The proposed design phase engineering services are estimated to be completed within four (4) months.

Fiscal Impact:

The 2022/2023 Water Storage Tank Recoating, Painting, and Rehabilitation Projects overall planning costs set forth in Appendix C of the 2022-2026 Capital Improvement Budget is as follows:

Project Number	Project Description	2022 - 2026 CIP Budget Amount
TM-2750-0001	Cherry Reservoir 1 & 2 Exterior Recoat and Retrofit	\$500,000.00
TM-2850-0001	Vineland 1 Exterior Recoat and Retrofit	\$250,000.00
TM-3330-0001	Lower Edgar Reservoir Recoat and Retrofit	\$402,200.00

The overall project costs (including design services) are proposed to be funded from the Capital Replacement reserve budget.

Attachments:

Attachment 1 - Appendix C of the 2022-2026 Capital Improvement Budget

Staff Report prepared by James Bean, Director of Operations



Beaumont-Cherry Valley Water District
2022-2026 Capital Improvement Budget
Appendix C
2022 - 2026 Capital Improvement Budget Detail

Engineering Project #	Footnotes	Capital Improvement Program	Estimated Carry Over 2021 Budget	2022 Budget Request	2023 Budget Request	2024 Budget Request	2025 Budget Request	2026 Budget Request	5-Year Budget Total
Potable Infrastructure Projects									
EOC-001		BCVWD EOC Staffing and Space Requirements	1,000,000	-	\$ 760,000	\$ -	\$ -	\$ -	1,760,000
DPX-001		Disaster Preparedness Equipment	466,100	-	233,100	233,100	-	-	932,300
WR-SITES-Reser		Investment in Sites Reservoir Project	93,700	400,000	519,600	866,100	1,039,300	1,385,700	4,304,400
		2020 Capacity Charge Study	47,800	-	-	-	-	-	47,800
	(1)	Well Eyewash Station Additions	41,200	-	-	-	-	-	41,200
	(2)	Climate Control for High Horsepower Electrical Buildings	57,500	-	-	-	-	-	57,500
	(2)	Arc Flash Study & Improvement Project	67,500	-	-	-	-	-	67,500
M-0000-0001	(1)	800HP Spare Motor	44,900	-	-	-	-	-	44,900
M-0000-0002		Chlorination Retrofit At Misc. Wells (6 Well Sites)	71,500	-	-	-	-	-	71,500
BP-2750-0001		2750 Zone to 2850 Zone Booster Pump Station	-	-	1,195,800	2,917,000	-	-	4,112,800
M-2750-0001		2850/2750 Pressure Reducing Station & Piping (Cherry Reservoir)	-	-	61,100	-	-	-	61,100
TM-2750-0001	(3)	Cherry Reservoir 1 & 2 Exterior Recoat and Retrofit	-	500,000	-	-	-	-	500,000
W-2750-0001	(4)	Replacement for Well 2	1,796,400	-	2,304,400	2,511,100	-	-	6,611,900
W-2750-0002	(4)	2750 Zone Well in Noble Creek Regional Park	2,115,000	-	541,800	5,119,000	-	-	7,775,800
W-2750-0005	(4)	Replace 2750 Zone Well 1	1,668,200	-	2,771,200	-	-	-	4,439,400
BP-2850-0001		2850 Zone to 3040 Zone Booster Pump Station	-	419,200	3,906,400	-	-	-	4,325,600
TM-2850-0001	(3)	Vineland 1 Exterior Recoat and Retrofit	-	250,000	-	-	-	-	250,000
W-2850-0001	(4)	New Beaumont Basin Well on Pardee Sundance Site	-	-	2,291,900	559,100	5,541,000	-	8,392,000
W-2850-0006		Re-equip Well 23	-	-	-	-	522,300	589,800	1,112,100
BP-3040-0001		3040 to 3330 Booster Pump Station at Noble Tank	-	-	244,100	1,137,200	1,217,300	-	2,598,600
M-3040-0002		Noble Booster Pump and Motor(Spare Pump & Motor)	25,300	-	-	-	-	-	25,300
T-3040-0001 Tank	(4)	2 MG 3040 Zone Tank	3,168,700	-	711,400	-	-	-	3,880,100
T-3040-0001 PZ Pipeline	(4)	Pressure Zone Pipeline	1,047,800	-	235,100	-	-	-	1,282,900
TM-3040-0001	(2)	Highland Springs Reservoir Recoat & Retrofit	402,200	-	-	-	-	-	402,200
PR-3330-0001		3330 to 3150 Lower Mesa, Noble Regulator	-	-	-	88,100	-	-	88,100
TM-3330-0001		Lower Edgar Reservoir Recoat & Retrofit	402,200	-	-	-	-	-	402,200
PR-3620-0001	(2)	3620 to 3330 Fisher Pressure Regulator	50,300	-	-	-	140,500	-	190,800
BP-HS-0001		Add 3rd Booster Pump and Fire Pump at HS Hydropneumatic	-	-	-	-	-	293,200	293,200
WR	(4)	Grand Avenue Storm Drain	2,686,700	-	2,861,000	-	-	-	5,547,700
Total Potable Infrastructure Projects			15,253,000	1,569,200	18,636,900	13,430,700	8,460,400	2,268,700	59,618,900



**Beaumont-Cherry Valley Water District
Regular Board Meeting
June 23, 2022**

Item 10

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: **Review, Discussion, and Board Direction regarding existing District Water Supply commitments, obligations, and limitations required by an existing agreement between the District and private parties identified in the Hannon Agreement**

Staff Recommendation

Direct District staff to draft a notice to all property owners within the 1908 and 1909 Hannon agreements area with the purpose of setting forth the District's water delivery obligations required by said agreements as well as current District water supply activities and limitations regarding overall quantity of water delivered pursuant to the requirements of said Hannon Agreements.

- A. Approve staff to draft a notice to all property owners within the original Hannon agreement boundary, or;
- B. Direct staff as desired

Background

The District has certain water delivery obligations to land parcels described hereafter and generally shown on Figure 1 attached, based upon a 1908 agreement and 1909 agreement between the Beaumont Land and Water Company (BL&WC) (the predecessor of Beaumont-Cherry Valley Water District) (BCVWD), and the then-landowner, Jeremiah Hannon, for diversion of water from said landowner's property and for use by the BL&WC.

In 1908, Jeremiah Hannon (Hannon) owned a section of land described as the south half of the northeast quarter of Section 29, the south half of the Section 29, and the northwest quarter of Section 33 all in T2S/R1W through which the Little San Gorgonio Creek (Edgar Canyon) runs (see Figure 1 – Hannon Agreement [Feb. 12, 1908 and March 23, 1909] Exhibit). BL&WC conceived a plan to develop water from Edgar Canyon using wells, dams, tunnels, and other means to conserve it, divert it, and use it on BL&WC lands. Due to diversion rights, BL&WC needed the permission from Hannon in order to construct the facilities required to divert flows from Edgar Canyon.

Hannon agreed to the diversion plan and allowed BL&WC to construct a pipeline across his property so long as certain conditions of alternative supply were agreed to by the BL&WC and the Hannon. Said conditions were memorialized in previously mentioned Hannon Agreement.

Said agreements require delivery of a quantity of water to one of two locations identified within the Agreements to parcels of land owned at that time by the Hannon at a frequency of delivery of no less than 7 days and no more than 10 days, free of charge. The required quantity of water to be delivered was based upon flows within Edgar Creek and/or diverted flows by the BL&WC.

Said quantity was identified as being measured in miner's inches with no more than 5 miner's inches being required and no less than 1 minor's inch being required (or 5 percent of the flow in said creek) at the point BL&WD diverts the water in Edgar Creek.

A miner's inch is a rate of flow. A miner's inch in Southern California is 1/50 of a cubic foot per second (0.02 cfs). This is equivalent to approximately 9 gallons/minute. **This is equivalent to 17.28 "units" per day or 518 units/month; where a "unit" is 100 cubic feet.** (Note that the standard miner's inch in the California Water Code Section 24 is 0.025 cfs.).

At this time, staff is presenting this Staff Report together with an associated presentation to the Board to memorialize the requirements of said agreements and to set forth delivery obligations required and current delivery activities provided to said property owners as part of the District's obligation to said agreement.

This item requires resolution because a property owner has recently contacted the District requesting service to their property within the Hannon agreement boundary. Said property owner has identified they believe they have certain water delivery rights and service obligations due from the District based upon said agreement.

District staff has been working with the property owner in determining their possible right to water deliveries required by said agreement, while also determining the District obligation of delivery necessary to satisfy said agreement and its effect on overall water delivery requirement of said agreement.

As part of this effort, staff plans to quantify actual water supply due by said agreement to affected properties as well as ensure delivery obligations due by the District are met, while providing fair and equitable distribution of said deliveries to affected property owners within the boundary of the Hannon Agreements.

Summary

The District has in recent years, and presently, provided water deliveries to property owners within the Hannon agreement boundary based on the minimum allotment (one miner's inch or 518 units) due to there being minimal to no surface water flow in Edgar Canyon except for related to major storm events. District staff has recently conducted audits on the meters which provide the water deliveries to the Hannon property and determined that the District is generally meeting its commitment of delivery. The District does not forecast a change to the water deliveries (minimum 1 miner's inch) to the property owners due to the absence of surface water flows in Edgar Canyon and only based upon diverted flows (e.g. well extractions and deliveries).

Property owners within the Hannon agreement boundary are subdividing land, and selling off parcels claiming the land has rights to water. Although this claim could potentially be accurate, the variable which is not disclosed is the individual share of those deliveries may not meet the actual service needs of the property, neither are there fire supply facilities or continuous service facilities provided by the district (delivery is required only every 7 to 10 days. The amount of water BCVWD delivers to the Hannon property does not change, yet the consumptive use will be increasing as land is sold off and developed. Water demand most likely will exceed the total water quantity required to be delivered under said Hannon agreements.

In order to memorialize the District's findings in regards to the current conditions, commitments, and limitations to the deliveries to the Hannon agreement boundary, District staff is presenting this Staff Report together with the agreements and an associated presentation to the Board for direction.

District staff anticipates that as the increase in demand exceeds the supply requirements for the deliveries to the Hannon agreement boundary the construction of new infrastructure and the annexation of parcels into the District's Service Area Boundary of parcels within the Hannon agreement boundary may be required.

At this time, District staff recommends taking a proactive approach by drafting a letter to all property owners within the Hannon agreement boundary identifying the current conditions, commitments, and limitations to the water deliveries to the Hannon agreement boundary. In the letter, the District proposes to discuss the current state of the original Hannon agreement boundary.

Conclusion

The District has had numerous inquiries from individuals interested in purchasing and developing land within the Hannon agreement boundary and District staff anticipates that the individual share (per parcel) of the allotted water will require additional water supply, annexation, and possibly service from BCVWD's water system (inclusive of capacity charges [facilities fees]).

Fiscal Impact

None. The District has provided water deliveries to the property at existing point of connection(s). If, in the future, the property owners proceed with annexation, all fees, deposits, and construction costs will be paid by the property owners prior to any service connection.

Attachments

Figure 1– Feb. 12, 1908 Hannon Agreement
Figure 2 – March 23, 1909 Hannon Agreement

Staff Report prepared by Dan Jagers and Aaron Walker

FIGURE 1

Hannon Agreement Property Boundary

