## Pauma Valley Community Services District 33129 Cole Grade Road \* Pauma Valley, CA 92061 (760) 742-1909 \* (760) 742-1588

## NOTICE OF PUBLIC MEETING

DATE: Monday, July 26, 2021

TIME: OPEN Session - 10:00 a.m.

PLACE: 33129 Cole Grade Rd. Pauma Valley, CA 92061

https://us02web.zoom.us/j/81086710626

Phone: (669) 900-6833 Passcode: 810 8671 0626

## **AGENDA**

- 1. Call to Order
- 2. Roll Call
- 3. Open for Public Comments
  - a. Anyone wishing to address any matter pertaining to District business may do so at this time. If a comment pertains to an item on the agenda the comment will be heard during that agenda item. The public comment period is limited to three (3) minutes per person.
- 4. Approval of Previous Minutes
  - a. Regular Meeting June 28, 2021
- 5. Financial Report
  - a. Review of BS, P&L as of 6/30/2021
  - b. Accounts Receivable
  - c. Fiscal year end audit
- 6. Security Report
  - a. Daily Activity Report
  - b. Gate Penalty Assessment Report
- 7. Open Public Hearing on FCSA Delinquent Accounts
  - a. Public comments
- 8. Close Public Hearing on FCSA Delinquent Accounts
- 9. Resolution 106
  - Consider Adoption of Resolution 106 to place delinquent accounts on County Tax Rolls for collection

- 10. Sewer System Management Plan (SSMP) 5 Year Update
  - a. Board will consider adoption of the revised SSMP prepared by V.W. Housen & Associates
  - b. Weblink: https://www.paumavalleycsd.com/sewer-system-management-plan
- 11. General Manager's Report
- 12. Lease Agreement Airport Hangar Lease for Solar System
  - a. The Board will consider the lease agreement with Pauma Valley Country Club for use of the club owned airplane hangar rooftop and electrical appurtenances for the installation of a solar system.
- 13. Amendment 2 to the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin
  - a. The Board will consider authorizing President Logan to sign the amendment updating the basin boundary map
- 14. Employee Handbook
  - a. The Board will consider approving updates to the Employee Handbook
- 15. Purchasing Policy Update
  - a. The Board will consider an update to the Purchasing Policy
- 16. Other Business
  - a. Requested items for next or future agendas (Directors and Staff Only)
  - b. Board comments
- 17. Adjournment
  - a. Next Regular Meeting on August 23, 2021 at 10:00 a.m.

July 22,2021

## Minutes of a Regular Meeting of the Board of Directors of the PAUMA VALLEY COMMUNITY SERVICES DISTRICT (PVCSD)

Held on June 28, 2021

Directors Present: Also Present:

Sam Logan, Michael Esparza, Bill Jacobs, Bill Schultz, and Jim Cipriano Residents Michael Martello, Charles Mathews, Ron Krohn, General Manager Bobby Graziano, Office Manager Amber Watkins,

Administrative Assistant Marissa Fehling

- 6.1 Call to Order: Regular Meeting was called to order at 10:02 a.m. by President Sam Logan.
- 6.2 Roll Call: Graziano took roll call.
- 6.3 Open for Public Comments: Mathews inquired on whether PVCSD could be responsible for putting together an evacuation or wildfire protection plan for the community. Esparza informed that law enforcement has jurisdiction for deploying evacuation plans for the community and gave some tips. Esparza informed it was a good idea to give the community a notice of what to do in case of emergency. Jacobs informed that he has the San Diego County emergency application on his phone and informed he does not believe it updated correctly with this last fire incident. Mathews reminded that in a past fire scenario PVCSD was very proactive in alerting the community with any updates they had.
- 6.4 Approval of Previous Minutes:
  - a. Regular Meeting May 24, 2021 Cipriano made a correction to the wording to one of his statements in the minutes. Cipriano motioned to approve the Regular Meeting Minutes of May 24, 2021, with the changes requested herein, seconded by Logan and unanimously adopted.
- 6.5 Financial Report:
  - a. Review of BS, P&L as of 05/31/2021 Cash Assets reflect \$1,251,791, Accounts Receivable of \$34,442 and Accounts Payable of \$22,667. Watkins informed that Rancho Pauma Mutual Water Company (RPMWC) dues for May of \$30,159 have been paid in full. Watkins reported that the Profit and Loss reflects the property tax revenue received which puts that item better than budget. Watkins reported that \$1000 was received in May for the sales of Radio Frequency Identification Device (RFID) tags. Logan inquired as to why the Operator Contract Services was double the budgeted amount; Watkins informed that is the new contracted rate monthly since RPMWC is no longer utilizing Dudek. Logan inquired on the Engineering dues; Watkins informed that it was the cost of the mandatory 5 year update to the Sewer System Management Plan (SSMP) Cipriano inquired on when the Sustainable Groundwater Management Act (SGMA) payment of \$50,000 would be paid; Graziano informed it would be paid during the next fiscal year and is accounted for in the budget. Cipriano informed that PVCSD paid legal fees of \$16,000 and will receive \$27,000 in the settlement reimbursement for the Hillside Fire of 2019. Cipriano motioned to adopt the financial report as presented, seconded by Esparza, and unanimously adopted.
  - b. Accounts Receivable Watkins explained that at the next meeting a Public Hearing will be held to consider placing delinquent accounts on the County Tax Roll for collection. Watkins presented a list of accounts that will be recommended if payment is not received prior to the next meeting.

#### 6.6 Security Report:

a. Daily Activity Report - Graziano presented the Security Report. Jacobs inquired on a particular incident, asking why a guest was let in without permission. Graziano informed that this would be discussed at the next staff meeting. Cipriano asked for an update on the Patrol Survey results. Graziano informed that he would email them over. Upon a motion by Cipriano, second by Logan and unanimous vote, the Daily Activity Report was accepted and ordered filed.

Pauma Valley Community Services District Minutes of the Board of Directors Meeting June 28, 2021

- b. Gate Penalty Assessment Report Presented for review. Esparza inquired whether non-residents should be paying a penalty for  $1^{\rm st}$  time gate penalties. Jacobs explained why that would not work and why it needs to be the same terms for everyone driving in Pauma Valley Country Club Estates.
- 6.7 General Manager's Report: Graziano presented the report. Jacobs informed that typically lawyers only take a 1/3 of settlements and next time we have a case we should inform Best Best &Krieger (BB&K) that we expect to be charged standard litigation fees. Graziano explained that we operate under an agreement for hourly charges with BB&K. Esparza inquired on what the contract with BB&K is; Graziano informed that PVCSD is billed hourly. Martello indicated that a firm like BB&K typically works off of a retainer agreement with extra work performed at a "rack" rate and that it would be odd for a firm like BB&K to do work for a contingency fee arrangement. Esparza questioned if Graziano was aware of any reimbursements for government agencies available for Covid-19 Personal Protective Equipment costs. Graziano informed that there were none that he knew of and added that masks were donated to staff by the County Water Authority. Esparza stated that he is aware that Graziano has done a lot of homework on the cost analysis of the new vehicles purchased but feels that large purchases should be presented to the Board for final approval. Graziano explained why the purchase was done with this year's budget and verified in previous minutes that the Board agreed with him on purchasing Tesla Model 3's over other models. Graziano reminded the Board of the deliberation in prior meetings related to the budget set for two security vehicles. Jacobs mentioned that the district has 3 vehicles that are at the end of their life and a decision had to be made and thinks Graziano made a great decision. Schultz also applauded the acquisition and graphics organized by Graziano and suggested sending a notice out to the community with a photo of the vehicles and an explanation of the cost savings to the district. Logan added that Graziano did not make this purchase decision on his own. Logan also mentioned he thought the vehicles are fantastic and that security staff is very happy. Esparza stated that he did not recall approving this purchase order. Jacobs asked to what level the Board needs to be involved or give the General Manager authority to make decisions for the community on his own and he feels the Board should not be engaged so closely in administrative functions. Esparza suggested the Board review the Purchase Policy and informed that he believes the right decision was made, although procedures could have been handled a little better. Jacobs suggested reviewing the Purchase Policy at a future meeting. Graziano explained his vendor review process for the Solar Project and explained what the vetting process will be. Martello suggested incorporating payment milestones as part of the contract and highlighted how important payment terms are to projects like this. Graziano presented the draft 25 year Lease Agreement between PVCSD and Pauma Valley Country Club (PVCC) for use of the PVCC owned hangar's roof. Cipriano suggested doing a longer-term agreement. Cipriano suggested a minimum of 99-year term agreement. Martello advised checking with legal on whether a 99-year lease agreement is even possible. Cipriano suggested adding insurance terms to this agreement. Graziano informed that the district would be insuring the system. Esparza suggested quantifying the exact change in electrical usage by the tenants of the hangers that would cause action. Mathews pointed out two issues he noticed and made suggestions. Graziano mentioned that this was a very fair deal for CSD and he has worked for months with Larry Taylor to develop PVCC's support of such a project. Graziano stated the project had great benefits to the district. Graziano cautioned that pushing too hard for new terms could jeopardize the support being given to the project by PVCC and reminded the Board of the #6 bridge project. Graziano informed that he would discuss these lease terms with Larry Taylor of PVCC. The Board asked Graziano to present a bid analysis comparing three contractors and a recommendation at the earliest possible meeting so the Board could authorize the project.

- 6.8 Public Hearing on 2021-22 Budget
  - a. Public comments- Logan opened the Public Hearing on the 2021-22 Proposed Budget. Graziano explained the proposed budget and informed that there is a proposed 5% increase for the Gate Service fees and 2% increase for the Sewer Service fees. Graziano showed a 5-year cash projection and explained that a 2% increase to revenue yearly for the next 5 years builds cash reserves in a responsible manner. Cipriano mentioned that we are still not dealing with the PERS Unfunded Liability and additional revenue is needed to do so. Cipriano reiterated his request for a \$5 increase to each of the revenue sources. Graziano explained there is no rationale for such a significant increase based on the 5 year cash project, and current budget. Graziano talked about a strategy being explored to pay off CalPERS Unfunded Liability by borrowing funds from Rancho Pauma, and dramatically reducing the interest expense related to the CalPERS liability. Graziano highlighted how this strategy would address the CalPERS Unfunded Liability without the significant increase proposed. Esparza inquired on whether the proposed Sewer Service Rate increase is appropriate to cover the Sewer System operating costs. Graziano confirmed that it was. Esparza stated that he was comfortable with the proposed increases.
- 6.9 Close Public Hearing on 2021-22 Proposed Budget Logan closed the Public Hearing for the 2021-2022 proposed budget.
- 6.10 Open Public Hearing on Sewer Rate Increases
  - a. Public comments Logan opened the Public Hearing for the 2021-22 Sewer Rate Increases. Esparza inquired on why the standby fees for Sewer were not being increased. Graziano explained. Mathews inquired on Exhibit A and asked when the last time an Equivalent Dwelling Unit (EDU) audit was performed. Graziano informed it had been a number of years. Mathews suggested having staff review for accuracy.
- 6.11 Close Public Hearing on Sewer Rate Increases Logan closed the Public Hearing on Sewer Rate Increases.
- 6.12 Open Public Hearing on Security and Gate Rate Increases
  - a. Public comments Cipriano asked for clarification on whether the public hearing implied there would be an increase to both Security and Gate fees. Graziano explained the public hearing was called for both of these Prop 26 items but does not mean each will be adjusted. At this time only Gates will be adjusted.
- 6.13 Close Public Hearing on Security and Gate Rate Increases Logan closed the public hearing on Security and Gate Rate Increases.
- 6.14 Consider Adoption of FY 2021-22 Proposed Budget Cipriano motioned to adopt Fiscal Year 2021-22 Budget as presented to include the sewer and gate services increases, seconded by Esparza, and unanimously adopted.
- 6.15 Consider Approval of Resolution 105 for Sewer Rate Increases Cipriano motioned to approve Resolution 105 for Sewer Rate Increases as presented, seconded by Logan, and unanimously approved.
- 6.16 Lease Agreement Airport Hangar Lease for Solar System
  - a. The Board will consider the lease agreement with Pauma Valley Country Club for use of the club owned airplane hangar rooftop and electrical appurtenances for the installation of a solar system. This item was tabled.

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#### 6.17 Employee Handbook

- a. The Board will consider approving updates to the Employee Handbook This item was tabled.
  - i. Creation of Senior Patrol Officer and Senior Gate Attendant positions.
  - ii. Recommended updates for Utility Worker II criteria and other general updates.
- 6.18 Ordinance 55 Gate Access and Road Usage Within Pauma Valley Country Club Estates –
  a. Second Reading of Ordinance 55 Gate Access and Road Usage Within Pauma Valley Country
  Club Estates. Graziano read the summary of Ordinance 55. Esparza motioned to adopt Ordinance
  55 Gate access and Road Usage as presented, seconded by Logan, and unanimously adopted.

#### 6.19 Other Business:

- a. Requested items for next or future agendas (Directors and Staff Only)- Graziano informed that the following items would be on the future agenda; Employee Handbook, SSMP, Lease Agreement between PVCSD and PVCC, Solar Bids, and SGMA updates.
- b. Board comments- None

### 6.20 Adjournment:

a. Regular Meeting scheduled on July 26, 2021, at 10 a.m. - The next meeting date is scheduled for July 26, 2021at 10:00 am. Upon a motion from Cipriano, second by Logan and unanimous vote, the meeting adjourned at 12:38 pm.

Marissa Fehling

Marissa Fehling, Recording Secretary

	Jun 30, 21
ASSETS Current Assets Checking/Savings Cash 100 [Petty Cash 102 [Checking	421 111,747
110 □ResFunds/L.A.I.F.	1,070,037
Total Cash	1,182,205
111 LAIF Fair Market Value	89
Total Checking/Savings	1,182,293
Accounts Receivable 120 \( \text{Accounts Receivable} \)	24,853
Total Accounts Receivable	24,853
Other Current Assets  125 Due from RPMWC  131 Interest Receivable  135 Property Tax Receivable  140 Prepaid Insurance  140.6 PrePaid Wkrs Comp Ins	28,926 874 771 35,173 3,839
Total Other Current Assets	69,583
Total Current Assets	1,276,729
Fixed Assets	2,738,128
Other Assets 196 Deferred Outflows of Resources	293,789
Total Other Assets	293,789
TOTAL ASSETS	4,308,646
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 201 [Accounts Payable	47,730
Total Accounts Payable	47,730
Other Current Liabilities 201.6 □Pre-Paid Customer Fees 202 □Accrued Payroll	18,933 29,778
Total Other Current Liabilities	48,711
Total Current Liabilities	96,441
Long Term Liabilities	1,547,317
Total Liabilities	1,643,758
Equity 460 Retained Earnings Net Income	2,687,259 -22,370
Total Equity	2,664,888
TOTAL LIABILITIES & EQUITY	4,308,646

#### PV COMMUNITY SERVICES DISTRICT Profit & Loss Budget Performance June 2021 - Pre Audit

	Jun 21	Budget	Jul '20 - Jun 21	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income 661 Sewer Charges	36,543	36,543	438,515	438,515	438,515
661.5 Security Patrol Charges 662 Property Tax	44,829 3,319	44,829	537,949 112,479	537,949 102,000	537,949
662.1 Connection Fees	0	1,250 0	0	0	102,000
663 □nterest 663.1 □.AIF Fair Market Value Revenue	976 -2,832	400 0	4,350 -2,832	10,000	10,000
664 Other	893	2,117	16,311	25,400	25,400
665 Security Gate Charge	33,197	33,197	398,364	398,364	398,364
666.5 □RFID Tags 667 □Delinquent Charges	1,275 0	458 150	10,375 38	5,500 1,800	5,500 1,800
668  □Vacant Lot/Sewer Availability 670  □Reimbursement Revenue	396 0	396	4,752 1,625	4,752	4,752
Total Income	118,596	119,340	1,521,925	1,524,280	1,524,280
Gross Profit	118,596	119,340	1,521,925	1,524,280	1,524,280
Expense Bad Debt Expense	0		0	0	0
Debt Service	0		0	0	0
Depreciation	10,793	10,123	122,149	121,478	121,478
Dwelling Live	675	683	8,102	8,200	8,200
Electrical Utilities	3,754	3,430	38,536	41,157	41,157
Equipment Rentals	0	42	473	500	500
Group Health Ins.	4,201	8,917	69,959	107,000	107,000
Liability Insurance	3,832	3,724	42,461	44,690	44,690
Miscellaneous Expense	3,363	550	12,573	6,600	6,600
Office Expense	4,089	2,100	28,487	25,200	25,200
Operator Contract Services Payroll Taxes	5,500 5,902	2,500 4,349	48,000 51,752	30,000 58,000	30,000 58,000
PERS Retirement	86,688	4,275	186,938	119,021	119,021
Repairs & Maintenance	11,801	8,667	146,981	104,000	104,000
Salaries	95,572	46,500	604,259	620,000	620,000
Security Expense	746	1,463	8,618	17,550	17,550
Uniforms	288	433	2,860	5,200	5,200
Vehicles	5,859	2,408	30,883	28,900	28,900
Workers' Comp. Insurance	1,576	2,114	19,783	25,364	25,364
6560 Payroll Expenses	0		0	0	c
701 □Drainage 712.1 □State Maint. Fee	0	833 0	8,979 23,210	10,000 22,000	10,000 22,000
730 Water Tests & Analysis	1,382	683	8,617	8,200	8,200
815 Fees 816 Engineering	754 0	242 146	3,343 15,864	2,900 1,750	2,900 1,750
818 [Schools & Meetings	305	575	6,485	6,900	6,900
819 Accounting	0	667	10,000	8,000	8,000
820 Legal 821.1 Security housing	3,129 0	2,083	44,982	25,000	25,000
821.1 Security nousing 821.2 SGMA Technical Study 921 Guard Houses /Roadway Lease	0 0	0 0	0 0 2	50,000 2	50,000 2
Total Expense	250,209	107,506	1,544,296	1,497,612	1,497,612
Net Ordinary Income	-131,613	11,834	-22,370	26,668	26,668
Other Income/Expense Other Income					_
Gains (Losses) -Disposal Assets	0		0	0	0
Total Other Income			0	0	0
Net Other Income		0	0	0	0
et Income	-131,613	11,834	-22,370	26,668	26,668

	Current	1 ~ 60	61 ~ 120	As of July 22, 2 121 ~ 180	2021 > 180	TOTAL
CSD-001	0.00		0.00	0.00	0.00	~3,256.00
CSD~001	0.00	-3,256.00 0.00	0.00	~1,799.00	0.00	*
CSD-002	0.00	~1,540.00	0.00	0.00	0.00	~1,799.00
		ŕ				~1,540.00
CSD-004	0.00	~1,437.23	0.00	0.00	0.00	-1,437.23
CSD-005	0.00	~602.00	-400.00	~358.00	0.00	~1,360.00
CSD-006	0.00	0.00	-1,126.00	0.00	0.00	~1,126.00
CSD-007	0.00	~888.00	0.00	0.00	0.00	-888.00
CSD-008	0.00	~578.00	~228.00	0.00	0.00	~806.00
CSD-009	0.00	~568.00	~157.00	0.00	0.00	~725.00
CSD-010	0.00	~592.00	0.00	0.00	0.00	~592.00
CSD-011	0.00	~571.00	0.00	0.00	0.00	~571.00
CSD-012	0.00	-571.00	0.00	0.00	0.00	~571.00
CSD-013	0.00	0.00	0.00	~560.00	0.00	~560.00
CSD-014	0.00	0.00	0.00	~525.00	0.00	~525.00
CSD~015	0.00	0.00	~240.00	0.00	~120.00	~360.00
CSD-016	0.00	~306.00	0.00	0.00	0.00	-306.00
CSD~017	0.00	~302.00	0.00	0.00	0.00	~302.00
CSD~018	0.00	~296.00	0.00	0.00	0.00	~296.00
CSD~019	0.00	~296.00	0.00	0.00	0.00	~296.00
CSD~020	~7.00	~282.00	0.00	0.00	0.00	~289.00
CSD~021	0.00	-289.00	0.00	0.00	0.00	~289.00
CSD~022	0.00	~289.00	0.00	0.00	0.00	~289.00
CSD~023	0.00	~289.00	0.00	0.00	0.00	~289.00
CSD~024	0.00	~289.00	0.00	0.00	0.00	~289.00
CSD~025	0.00	0.00	~282.00	0.00	0.00	~282.00
CSD~026	0.00	~282.00	0.00	0.00	0.00	~282.00
CSD~027	0.00	~282.00	0.00	0.00	0.00	~282.00
CSD~028	0.00	~274.00	0.00	0.00	0.00	~274.00
CSD~029	0.00	~258.86	0.00	0.00	0.00	~258.86
CSD~030	0.00	~202.00	0.00	0.00	0.00	~202.00
CSD~031	0.00	~202.00	0.00	0.00	0.00	~202.00
CSD~032	0.00	~69.00	0.00	0.00	0.00	~69.00
CSD~033	0.00	~16.54	0.00	0.00	0.00	~16.54
CSD~034	0.00	0.00	~12.00	0.00	0.00	~12.00
CSD~035	0.00	0.00	0.00	0.00	0.00	0.00
CSD~036	1.00	0.00	0.00	0.00	0.00	1.00
CSD~037	2.00	0.00	0.00	0.00	0.00	2.00
CSD~038	2.00	0.00	0.00	0.00	0.00	2.00
CSD~039	2.00	0.00	0.00	0.00	0.00	2.00
CSD~040	2.00	0.00	0.00	0.00	0.00	2.00
CSD~041	2.00	0.00	0.00	0.00	0.00	2.00
CSD~042	2.00	0.00	0.00	0.00	0.00	2.00
CSD~043	5.00	0.00	0.00	0.00	0.00	5.00
CSD~044	5.00	0.00	0.00	0.00	0.00	5.00
CSD~045	7.00	0.00	0.00	0.00	0.00	7.00

	Current	1 ~ 60	61 ~ 120	As of July 22, 20 121 ~ 180	)21 > 180	TOTAL
CSD-046	7.00	0.00	0.00	0.00	0.00	7.00
CSD-047	7.00	0.00	0.00	0.00	0.00	7.00
CSD~047	7.00	0.00	0.00	0.00	0.00	7.00
CSD-049	7.00	0.00	0.00	0.00	0.00	7.00
CSD-050	7.00	0.00	0.00	0.00	0.00	7.00
CSD-050	7.00	0.00	0.00	0.00	0.00	7.00
CSD~051	7.00	0.00	0.00	0.00	0.00	7.00
CSD-052	7.00	0.00	0.00	0.00	0.00	7.00
CSD-054	7.00	0.00	0.00	0.00	0.00	7.00
CSD-055	7.00	0.00	0.00	0.00	0.00	7.00
CSD-056	7.00	0.00	0.00	0.00	0.00	7.00
CSD-057	7.00	0.00	0.00	0.00	0.00	7.00
CSD-057	7.00	0.00	0.00	0.00	0.00	7.00
CSD~058	7.00	0.00	0.00	0.00	0.00	7.00
CSD~060	7.00	0.00	0.00	0.00	0.00	7.00
CSD-061 CSD-062	7.00 7.00	0.00	0.00	0.00	0.00	7.00 7.00
CSD~062 CSD~063						
	7.00	0.00	0.00	0.00	0.00	7.00
CSD-064	7.00	0.00	0.00	0.00	0.00	7.00
CSD-065	7.00	0.00	0.00	0.00	0.00	7.00
CSD-066	7.00	0.00	0.00	0.00	0.00	7.00
CSD-067	7.00	0.00	0.00	0.00	0.00	7.00
CSD-068	7.00	0.00	0.00	0.00	0.00	7.00
CSD-069	7.00	0.00	0.00	0.00	0.00	7.00
CSD~070	7.00	0.00	0.00	0.00	0.00	7.00
CSD~071	7.00	0.00	0.00	0.00	0.00	7.00
CSD~072	7.00	0.00	0.00	0.00	0.00	7.00
CSD~073	7.00	0.00	0.00	0.00	0.00	7.00
CSD-074	7.00	0.00	0.00	0.00	0.00	7.00
CSD~075	12.00	0.00	0.00	0.00	0.00	12.00
CSD~076	12.00	0.00	0.00	0.00	0.00	12.00
CSD~077	12.00	0.00	0.00	0.00	0.00	12.00
CSD~078	23.62	0.00	0.00	0.00	0.00	23.62
CSD~079	12.00	12.00	0.00	0.00	0.00	24.00
CSD-080	12.00	12.00	0.00	0.00	0.00	24.00
CSD~081	25.00	0.00	0.00	0.00	0.00	25.00
CSD~082	0.00	0.00	100.00	0.00	0.00	100.00
CSD-083	202.00	0.00	0.00	0.00	0.00	202.00
CSD~084	202.00	0.00	0.00	0.00	0.00	202.00
CSD~085	202.00	0.00	0.00	0.00	0.00	202.00
CSD-086	202.00	0.00	0.00	0.00	0.00	202.00
CSD~087	202.00	0.00	0.00	0.00	0.00	202.00
CSD~088	202.00	0.00	0.00	0.00	0.00	202.00
CSD~089	202.00	0.00	0.00	0.00	0.00	202.00
CSD-090	202.00	0.00	0.00	0.00	0.00	202.00

	Current	1 ~ 60	61 ~ 120	As of July 22, 20 121 ~ 180	)21 > 180	TOTAL
CSD-091	202.00	0.00	0.00	0.00	0.00	202.00
CSD-092	202.00	0.00	0.00	0.00	0.00	202.00
CSD-093	202.00	0.00	0.00	0.00	0.00	202.00
CSD-094	206.00	0.00	0.00	0.00	0.00	206.00
CSD-095	206.00	0.00	0.00	0.00	0.00	206.00
CSD-096	224.00	0.00	0.00	0.00	0.00	224.00
CSD-097	284.00	0.00	0.00	0.00	0.00	284.00
CSD-098	294.00	0.00	0.00	0.00	0.00	294.00
CSD-099	294.99	0.00	0.00	0.00	0.00	294.99
CSD~100	295.90	0.00	0.00	0.00	0.00	295.90
CSD~101	296.00	0.00	0.00	0.00	0.00	296.00
CSD~102	296.00	0.00	0.00	0.00	0.00	296.00
CSD~103	296.00	0.00	0.00	0.00	0.00	296.00
CSD~104	296.00	0.00	0.00	0.00	0.00	296.00
CSD~105	296.00	0.00	0.00	0.00	0.00	296.00
CSD~106	296.00	0.00	0.00	0.00	0.00	296.00
CSD~107	296.00	0.00	0.00	0.00	0.00	296.00
CSD~108	296.00	0.00	0.00	0.00	0.00	296.00
CSD~109	296.00	0.00	0.00	0.00	0.00	296.00
CSD~110	296.00	0.00	0.00	0.00	0.00	296.00
CSD~111	296.00	0.00	0.00	0.00	0.00	296.00
CSD~112	296.00	0.00	0.00	0.00	0.00	296.00
CSD~113	296.00	0.00	0.00	0.00	0.00	296.00
CSD~114	296.00	0.00	0.00	0.00	0.00	296.00
CSD~115	296.00	0.00	0.00	0.00	0.00	296.00
CSD~116	296.00	0.00	0.00	0.00	0.00	296.00
CSD~117	296.00	0.00	0.00	0.00	0.00	296.00
CSD~118	296.00	0.00	0.00	0.00	0.00	296.00
CSD~119	296.00	0.00	0.00	0.00	0.00	296.00
CSD~120	296.00	0.00	0.00	0.00	0.00	296.00
CSD~121	296.00	0.00	0.00	0.00	0.00	296.00
CSD~122	296.00	0.00	0.00	0.00	0.00	296.00
CSD~123	296.00	0.00	0.00	0.00	0.00	296.00
CSD~124	296.00	0.00	0.00	0.00	0.00	296.00
CSD~125	296.00	0.00	0.00	0.00	0.00	296.00
CSD~126	296.00	0.00	0.00	0.00	0.00	296.00
CSD~127	296.00	0.00	0.00	0.00	0.00	296.00
CSD~128	296.00	0.00	0.00	0.00	0.00	296.00
CSD~129	296.00	0.00	0.00	0.00	0.00	296.00
CSD~130	296.00	0.00	0.00	0.00	0.00	296.00
CSD~131	296.00	0.00	0.00	0.00	0.00	296.00
CSD~132	296.00	0.00	0.00	0.00	0.00	296.00
CSD~133	296.00	0.00	0.00	0.00	0.00	296.00
CSD~134	296.00	0.00	0.00	0.00	0.00	296.00
CSD~135	296.00	0.00	0.00	0.00	0.00	296.00

	Current	1 ~ 60	61 ~ 120	As of July 22, 20 121 ~ 180	)21 > 180	TOTAL
CSD~136	296.00	0.00	0.00	0.00	0.00	296.00
CSD~137	296.00	0.00	0.00	0.00	0.00	296.00
CSD~138	296.00	0.00	0.00	0.00	0.00	296.00
CSD~139	296.00	0.00	0.00	0.00	0.00	296.00
CSD~140	296.00	0.00	0.00	0.00	0.00	296.00
CSD~141	296.00	0.00	0.00	0.00	0.00	296.00
CSD~142	296.00	0.00	0.00	0.00	0.00	296.00
CSD~143	296.00	0.00	0.00	0.00	0.00	296.00
CSD~144	296.00	0.00	0.00	0.00	0.00	296.00
CSD~145	296.00	0.00	0.00	0.00	0.00	296.00
CSD~146	296.00	0.00	0.00	0.00	0.00	296.00
CSD~147	296.00	0.00	0.00	0.00	0.00	296.00
CSD~148	296.00	0.00	0.00	0.00	0.00	296.00
CSD~149	296.00	0.00	0.00	0.00	0.00	296.00
CSD~150	296.00	0.00	0.00	0.00	0.00	296.00
CSD~151	296.00	0.00	0.00	0.00	0.00	296.00
CSD~152	296.00	0.00	0.00	0.00	0.00	296.00
CSD~153	296.00	0.00	0.00	0.00	0.00	296.00
CSD~154	296.00	0.00	0.00	0.00	0.00	296.00
CSD~155	296.00	0.00	0.00	0.00	0.00	296.00
CSD~156	296.00	0.00	0.00	0.00	0.00	296.00
CSD~157	296.00	0.00	0.00	0.00	0.00	296.00
CSD~158	296.00	0.00	0.00	0.00	0.00	296.00
CSD~159	296.00	0.00	0.00	0.00	0.00	296.00
CSD~160	296.00	0.00	0.00	0.00	0.00	296.00
CSD~161	296.00	0.00	0.00	0.00	0.00	296.00
CSD~162	296.00	0.00	0.00	0.00	0.00	296.00
CSD~163	296.00	0.00	0.00	0.00	0.00	296.00
CSD~164	296.00	0.00	0.00	0.00	0.00	296.00
CSD~165	296.00	0.00	0.00	0.00	0.00	296.00
CSD~166	296.00	0.00	0.00	0.00	0.00	296.00
CSD~167	296.00	0.00	0.00	0.00	0.00	296.00
CSD~168	296.00	0.00	0.00	0.00	0.00	296.00
CSD~169	296.00	0.00	0.00	0.00	0.00	296.00
CSD~170	296.00	0.00	0.00	0.00	0.00	296.00
CSD~171	296.00	0.00	0.00	0.00	0.00	296.00
CSD~172	296.00	0.00	0.00	0.00	0.00	296.00
CSD~173	296.00	0.00	0.00	0.00	0.00	296.00
CSD~174	296.00	0.00	0.00	0.00	0.00	296.00
CSD~175	296.00	0.00	0.00	0.00	0.00	296.00
CSD~176	296.00	0.00	0.00	0.00	0.00	296.00
CSD~177	296.00	0.00	0.00	0.00	0.00	296.00
CSD~178	296.00	0.00	0.00	0.00	0.00	296.00
CSD~179	296.00	0.00	0.00	0.00	0.00	296.00
CSD~180	296.00	0.00	0.00	0.00	0.00	296.00

	Current	1 ~ 60	61 ~ 120	121 - 180	> 180	TOTAL
CSD~181	296.00	0.00	0.00	0.00	0.00	296.00
CSD~182	296.00	0.00	0.00	0.00	0.00	296.00
CSD~183	296.00	0.00	0.00	0.00	0.00	296.00
CSD~184	296.00	0.00	0.00	0.00	0.00	296.00
CSD~185	296.00	0.00	0.00	0.00	0.00	296.00
CSD~186	296.00	0.00	0.00	0.00	0.00	296.00
CSD~187	296.00	10.00	0.00	0.00	0.00	306.00
CSD~188	308.00	0.00	0.00	0.00	0.00	308.00
CSD~189	308.00	0.00	0.00	0.00	0.00	308.00
CSD~190	296.00	25.00	0.00	0.00	0.00	321.00
CSD~191	332.00	0.00	0.00	0.00	0.00	332.00
CSD~192	206.00	201.00	0.00	0.00	0.00	407.00
CSD~193	202.00	300.00	0.00	0.00	0.00	502.00
CSD~194	502.00	0.00	0.00	0.00	0.00	502.00
CSD~195	296.00	289.00	0.00	0.00	0.00	585.00
CSD~196	296.00	289.00	0.00	0.00	0.00	585.00
CSD~197	296.00	289.00	0.00	0.00	0.00	585.00
CSD~198	296.00	289.00	0.00	0.00	0.00	585.00
CSD~199	296.00	289.00	0.00	0.00	0.00	585.00
CSD~200	296.00	289.00	0.00	0.00	0.00	585.00
CSD~201	296.00	289.00	0.00	0.00	0.00	585.00
CSD~202	592.00	0.00	0.00	0.00	0.00	592.00
CSD~203	592.00	0.00	0.00	0.00	0.00	592.00
CSD~204	296.00	504.00	0.00	0.00	0.00	800.00
CSD~205	296.00	578.00	0.00	0.00	0.00	874.00
CSD~206	296.00	578.00	0.00	0.00	0.00	874.00
CSD~207	966.00	0.00	0.00	0.00	0.00	966.00
CSD~208	112.00	224.00	224.00	224.00	448.07	1,232.07
CSD~209	202.00	400.00	400.00	400.00	0.00	1,402.00
CSD~210	202.00	400.00	400.00	400.00	799.99	2,201.99
CSD~211	296.00	578.00	578.00	578.00	1,155.99	3,185.99
CSD~212	296.00	578.00	578.00	578.00	1,156.00	3,186.00
CSD~213	9,224.00	50.00	0.00	0.00	0.00	9,274.00
TOTAL	47,709.51	~8,354.63	~165.00	~1,062.00	3,440.05	41,567.93

#### PAUMA VALLEY COMMUNITY SERVICES DISTRICT

#### SECURITY REPORT

June 15 2021 – July 15 2021

Pauma Valley CSD Security Department Personnel					
Name	Call Sign	Billet			
Officer Todd Albert	1L2	Patrolman / Department Supervisor			
Officer Nick Florez	1L3	Patrolman			
Officer Bryan Chau	1L4	Patrolman			
Officer German Colin	1L5	Patrolman			
Officer Preston Torres	1L6	Patrolman			
Matthew Carson	C1	Gate Supervisor			
Dale Easter	C1	Gate Attendant			
Hector Figueroa	C1	Gate Attendant			
Kenneth Thielke	C1	Gate Attendant			
Gerardo Gonzalez	C1	Gate Attendant			

### **Vehicle Maintenance Report**

The patrol units were upgraded during this reporting period. All three Ford Police Interceptors were sold and Patrol transitioned to the two Tesla's. See the results of the inspections below.

- Tesla 01 (1,332) Passed all inspection this month.
- Tesla 02 (565) Passed all inspection this month.

Preston Torres, Vehicle Maintenance Officer

### **Gate Report**

Cleaning and sanitary supplies continue to be coordinated and received from the District Office. We plan to keep the guardhouse stocked with PPE supplies for any employee that prefers to utilize them due to the high volume of strangers that come into close contact with the gate attendants. All three new gate attendants continue to move through their probationary periods and gain experience. Our additional temporary/on-call gate attendant has been of great help during this busy time. The gate equipment and systems are operating normally.

Matthew Carson, Gate Supervisor

#### **HIGHLIGHTS**

- **June 16**<sup>th</sup> **2021 at 1224 Welfare Check.** Officer Chau responded to a welfare check on Luiseno Circle Drive. Friends of the resident have not heard from them in a couple days and were concerned. Control One was also unable to make contact. Officer Chau made contact with the resident and informed that friends have been trying to contact them.
- **June 17**<sup>th</sup> **2021 at 1234 Process Server.** Officer Chau responded to a call for a process server on Temet Drive. The agent was successfully escorted to and from the residence with no complications.
- **June 19th 2021 at 1814 Medical.** Officer Chau responded to an unknown medical call on Wiskon Way West. Upon arrival with CalFire and Paramedics, two individuals were seen running down the street where one started to bang on the hood of the CalFire truck. Medics attempted to bring them into the box of the Ambulance, but the individual forced their way back out. Medics then followed the individual back to their residence where they were able to get the full story from a friend. The individual had received a call from a private investigator regarding their spouse and went into shock from the news. Sheriffs were then called on scene to check on the individual to confirm they would not be of harm to themselves nor other. No one was transported.
- **June 19**<sup>th</sup> **2021 at 1927 Other.** Officer Chau responded to Sheriffs inside the community for unknown reason. Officer Chau made contact with the Sheriffs on Luiseno Circle Drive, where they informed that they received a call for a stolen vehicle which was registered to that address. The vehicle and owner were not at the address at the time.
- **June 19<sup>th</sup> 2021 at 1958 Medical.** Officer Chau responded to a medical call at El Rey's Restaurant. A couple had fallen on top of each other while dancing and the wife had cut her leg open. Both individuals were recommended to go to the hospital by the Paramedics, but the husband declined. The wife was transported to the hospital.
- **June 19**<sup>th</sup> **2021 at 2203 Suspicious Activity.** Officer Chau responded to a call on Pauma Valley Drive for an unknown vehicle pulling into a resident's driveway. The vehicle was gone upon arrival but Officer Chau continued to survey the property. Officer Chau made contact with the resident and informed them that everything looked normal and the vehicle was gone.
- **June 20**<sup>th</sup> **2021 at 0724 Loose Dog.** Officer Colin responded to a call for a lost dog on Pauma Valley Drive. Officer Colin patrolled the area but was unable to locate the dog. The resident made contact with Officer Colin and informed that the dog was located.
- **June 20<sup>th</sup> 2021 at 1004 Resident Concern.** Officer Florez responded to a call on Luiseno Circle Drive for a neighbor spraying water and pouring mud on a porch that does not belong to them. Officer Florez made contact with the guest staying at the residence and informed them they could get in trouble if they continue to mess with the neighbor's house.
- **June 20**<sup>th</sup> **2021 at 1336 Medical.** Officer Florez responded to an unknown medical on Pauma Valley Drive by the Country Club Pool. The guest was sick and vomiting. Paramedics believe it was due to the medication they were taking at the time and did not transport the individual.
- **June 22**nd **2021 at 2257 Medical.** Officer Torres responded to a medical call on Pauma View. The resident was sick and vomiting. Paramedics transported the resident to the hospital.

- **June 23<sup>rd</sup> 2021 at 1221 Snake Call.** Officer Chau responded to a snake call on Wiskon Way West. The exterminator checked one of their traps and saw that a snake had been caught. Officer Chau took the snake from the exterminator and successfully relocated it.
- **June 24<sup>th</sup> 2021 at 0650 Loose Dog.** Officer Albert responded to a call for a lost dog on Pauma Valley Drive. Officer Albert found the dog on Temet Drive and informed the resident to secure the dog more properly as this is not the first time their dog has gotten loose.
- **June 24**th **2021 at 1030 Jump Start.** Officer Chau responded to a call for a jump start on Temet Drive. Upon arrival, the guest stated they were able to put together some cables and jump the vehicle themselves.
- **June 25**th **2021 at 0853 Process Server.** Officer Chau responded to a call for a process server on Luiseno Circle Drive. The agent was successfully escorted to and from the residence but was unable to make contact with the resident.
- **June 25**th **2021 at 2022 Public Assist.** During routine patrol, Officer Colin noticed a vehicle door left open on Pauma Valley Drive. There were no damages or signs of forced entry. Control One made contact with the resident who came out to close his door.
- **June 26<sup>th</sup> 2021 at 1258 Resident Concern.** Officer Florez responded to a call on Womsi Road for a neighbor asking a service worker to leave a property that did not belong to them. Officer Florez made contact with both individuals and was informed that the second resident had asked the service worker to do a quick inspection as he was already done with the first resident's house. The second resident stated that he did not ask the service worker to leave.
- **June 29th 2021 at 0630 Other.** Officer Albert responded to a call from The Country Club Pro Shop for a missing golf cart. Officer Albert patrolled the whole community but was unable to find any golf carts matching the description.
- **June 29<sup>th</sup> 2021 at 0905 Lift Assist.** Officer Albert and Officer Chau responded to a call for a lift assist on Takishla Place. The resident hit the side of the walkway and slipped. Both officers successfully lifted the resident back into their chair. No medical assistance or injuries occurred.
- **June 29th 2021 at 1252 Welfare Check.** Officer Chau responded to a welfare check on Mill Creek Road. A friend of the resident had not heard from them and wanted Patrol to see if they were okay. Officer Chau was unable to make contact with the resident and after surveying the residence, noticed the vehicle had not been driven for multiple days. Control One called the friend back and advised them to call Sheriffs if it was an emergency.
- **June 30<sup>th</sup> 2021 at 1350 Noise Complaint.** Officer Chau responded to a call on Luiseno Circle Drive for a dog left outside that had been barking for hours. The neighbor wanted to call Animal Control because they were unsure if the dog had any food and/or water. Officer Chau was unable to make contact with the resident but confirmed there was food and water left out for the dog as well as access into the house.
- **July 1**st **2021 at 0841 Lift Assist.** Officer Albert and Officer Chau responded to a lift assist on Wiskon Way East. The resident had slipped out of a chair and was unable to get up. Both officers successfully lifted the resident back into the chair. No medical assistance or injuries occurred.

- **July 1**<sup>st</sup> **2021 at 1622 Other.** Officer Chau responded to a call for a stuck Pepsi truck inside the community. Officer Chau made contact with the driver on Temet Drive and was informed that GPS directed them wrong and the truck got stuck trying to turn around. A tow truck was already in route and employees of The Country Club were already unloading their shipment.
- **July 2<sup>nd</sup> 2021 at 1547 Trespassing.** A guest of a resident on Ushla Way entered the Front Gate Guardhouse attempting to use the employee restroom. Control One informed that the guardhouse was restricted, and the restroom is not for public use. The guest responded saying "I can either go in the restroom or I can go right here" and pointed to the doorway. Control One allowed access to the restroom.
- **July 2<sup>nd</sup> 2021 at 1902 Resident Concern.** Officer Chau responded to a call on Temet Drive for a family driving around inside of the community. The family contacted the realtor (also a resident) of a house for sale regarding a property showing, without an appointment. The resident stated they were friendly went ahead and showed the property. The resident informed dispatch of the encounter just so patrol was aware. Officer Chau made contact with the driver who is a known transportation service provider to the community. The driver was in a vehicle with the company logo on it.
- **July 2<sup>nd</sup> 2021 at 2202 Resident Concern.** Officer Albert and Officer Chau responded to a call on Luiseno Circle Drive for a vehicle pulling into the driveway of a neighbor who was out of town for the summer. The vehicle was gone upon arrival but both officers continued to survey the property. All doors were locked and there were no signs of forced entry.
- **July 2<sup>nd</sup> 2021 at 2219 Suspicious Activity.** During routine patrol, Officer Albert and Officer Chau responded to possible screaming in the area of Luiseno Circle Drive. Both officers patrolled the area of Luiseno Circle Drive and Highway 76 but were unable to locate the screaming. Officer Albert stated there was a party at one of the houses on Luiseno Circle Drive that possibly had a kid screaming.
- **July 3<sup>rd</sup> 2021 at 1026 Traffic Collision.** During routine patrol, Officer Chau was flagged down and informed of two vehicles stopped in the middle of the road on Cole Grade Road. One of the vehicles had hit the curb which disabled the vehicle from starting. Officer Chau proceeded to direct traffic to prevent any collisions until Pauma Police arrived and pushed the vehicle out of the way.
- **July 3<sup>rd</sup> 2021 at 1102 Medical.** Officer Chau responded to a medical call at the Front Gate. The gate attendant was not feeling well and was told to go to the Emergency Room by their doctor. Paramedics ran vitals and transported them to the hospital. Officer Chau covered the Front Gate until the next gate attendant arrived.
- **July 5<sup>th</sup> 2021 at 1452 Process Server.** Officer Torres responded to a process server on Luiseno Circle Drive. The agent was successfully escorted to and from the residence without issue.
- **July 6<sup>th</sup> 2021 at 1222 Medical.** Officer Torres responded to a medical call on Sukat Court. The resident had fallen and injured themselves. Paramedics transported the resident to the hospital.
- **July 6<sup>th</sup> 2021 at 2058 Snake Call.** Officer Albert responded to a snake call on Luiseno Circle Drive. Officer Albert successfully removed and relocated the snake.

- **July 8<sup>th</sup> 2021 at 2217 Resident Concern.** Officer Albert responded to a call on Luiseno Circle Drive for someone shining a light onto the caller's property. Officer Albert patrolled the area as well as surrounding houses but did not find anything suspicious. The resident informed Officer Albert that they would call back if they saw anything again.
- **July 10<sup>th</sup> 2021 at 0942 Snake Call.** Officer Florez responded to a snake call on Wiskon Way East. The snake was believed to be a two feet long King Snake. Officer Florez successfully removed and relocated the snake.
- **July 13<sup>th</sup> 2021 at 1418 Traffic Collision.** Officer Florez responded to a call for exposed telephone lines on Highway 76 by The Pauma Village. Multiple trucks had hit the telephone pole, causing the lines to be all over the road. Officer Florez helped direct traffic until California Highway Patrol volunteers and CalFire were on scene.
- **July 15**<sup>th</sup> **2021 at 2032 Burglary Alarm.** Officer Chau responded to Sheriffs entering the community for an alarm on Wiskon Way West. The resident had received a call from their alarm company and had their neighbor check on the house while out of town. The Sheriffs cleared the building and did not find any signs of forced entry.

	RFID Entries						
Fro	nt Gate	Ce	nter Gate		Back Gate		
6	6,611		555		3,021		
	Dispatch By Location						
Inside PVCCE	Oak Tree	School	Business Dist.	PVCC	HWY 76		
30	1	0	1	0	1		
Highlights by Shift Periods							
A: 22	200-0600	B: 0600-1400		C	C: 1400-2200		
	5		18		11		

		PVCSD Pat	trol – Building Checks	
Location	Unsecured	Fire Alarm	Burglary Alarm	Officer Check
	Door		459A	1153
Country Club(CC)				
Greens Maintenance(GM)	1			1
Community Church(CO)	5		1	32
Gravel Yard(GY)	1			7
Saint Francis(SF)				59
Pauma School(PS)	2		1	17
Pauma Building(PB)	3			32
Airport Hangars(AH)	1			8
Treatment Plant(TP)				33
Pauma Village(PV)				27
Residential Houses/Other	1		1	4

	Patro	Gate Activ	Gate Activity		
Medicals	6	Resident Concern	5	Activity/Malfunctions	Totals
Welfare Checks	2	Suspicious Activity	2	Unresponsive	1
Lift Assist	2	Noise Complaint	1	Will Not Close	3
Domestic Dispute		Process Server	3	False Read	2
Traffic Collisions	2	911 Hang up Call		Loss of Controls	0
Gate Runner/ Gate Crashers		Loose Dogs	2	Video Loss	2
Public Assists	1	Snake Call	3	Device Entries	10,187
Jump Start	1	Trespassing	1	Passes Issued	2,935
Notice of Violation		Other	3	Pass Entries	4,945

	Acronym Legend						
Acronym	Definition	Acronym	Description				
459	Burglary penal code	AFA	Asian Female Adult				
AMA	Against Medical Advise	AMA	Asian Male Adult				
BOLO	Be on the Lookout	AFJ	Asian Female Juvenile				
СНР	California Highway Patrol	AMJ	Asian Male Juvenile				
DOB	Date of Birth	BFA	Black Female Adult				
DL	Driver License	BMA	Black Male Adult				
DV	Domestic Violence	BFJ	Black Female Juvenile				
EB	East Bound	BMJ	Black Male Juvenile				
FU	Follow Up	HFA	Hispanic Female Adult				
IVO	In Vicinity Of	НМА	Hispanic Male Adult				
LP	License Plate	HFJ	Hispanic Female Juvenile				
LCD	Luiseno Circle Drive	HMJ	Hispanic Male Juvenile				
NB	North Bound	MFA	Mexican Female Adult				
NLT	No Later Than	MMA	Mexican Male Adult				
PERT	Psychiatric Emergency Response Team	MFJ	Mexican Female Juvenile				
PT	Patient	MMJ	Mexican Male Juvenile				
PVD	Pauma Valley Drive	NAFA	Native American Female Adult				
PVRA	Pauma Valley Roadway Association	NAMA	Native American Male Adult				
ROTR	Rules of the Road	NAFJ	Native American Female Juvenile				
RP	Reporting Party	NAMJ	Native American Male Juvenile				
SB	South Bound	WFA	White Female Adult				
s/o	Sheriff's Office	WMA	White Male Adult				
SR 76	State Route 76/ Highway 76	WFJ	White Female Juvenile				
TC	Traffic Collision	WMJ	White Male Juvenile				
UTL	Unable to Locate						
WB	West Bound						
WWE	Wiskon Way East						
www	Wiskon Way West						
YOA	Years of Age						
Unresponsive	the gate does not open for an RFID						
Will Not							
Close	the gate does not close when it is supposed to						
False Signal	the alarm goes off in the Front Gate for no di	scernable re	eason				
Loss of							
Controls	gate attendant cannot open the gates remotely						
Video Loss	occurs when the gate attendant cannot see the feeds from the Center or Back Gates						

## Gate Runners

Key: New Payments Disputing

Date of incident:	Time:	Location:	Name:	1st (warning)	2nd Offense:	3rd Offense:	Paid:	Bal. Due:
3/15/2020	8:17 AM	Front	Erik Michael Gloff	Х				\$0.00
8/10/2020	9:22 AM	Front	Julia Ann Menas	Х				\$0.00
2/20/2021		Rear	Blk Tyta RAV 4- 3WLV158					\$0.00

Key: New Payments Disputing

Date of incident:	Time:	Location:	Name:	1st (warning)	2nd Offense:	3rd Offense:	Paid:	Bal. Due:
1/3/2020	11:45 AM	Rear	Wanda Bye	Х				\$0.00
1/3/2020	3:43 PM	Rear	Dan MacMurray	Х				\$0.00
2/20/2020	2:28 PM	Rear	Sergio Resa	X				\$0.00
2/29/2020	2:56 PM	Rear	Julio Camarena	Х				\$0.00
3/17/2020	9:55 AM	Rear	Cesar E. Tunchez	Х				\$0.00
5/12/2020	11:53 AM	Rear	Miguel H. Guerrero	X				\$0.00
5/18/2020	10:47 AM	Rear	Zachary V. Noonan	X				\$0.00
6/5/2020	12:53 PM	Front	Charles Sale	Х				\$0.00
6/19/2020	10:10 AM	Front	Julia Lovern	X				\$0.00
7/28/2020	3:59 PM	Rear	Ronald W. Miller	X				\$0.00
8/4/2020	8:45 AM	Rear	Martin Becerra	Х				\$0.00
8/21/2020	3:15 PM	Rear	Felix Olmeda	X				\$0.00
8/21/2020	5:13 PM	Rear	Patricia Lockhart	X				\$0.00
8/25/2020	8:45 AM	Rear	Edgar Hernandez	Х				\$0.00
8/27/2020	8:05 AM	Rear	Dominick Panameno	X				\$0.00
9/29/2020	8:30 AM	Rear	Henri Josue Merinocara	X				\$0.00
10/24/2020	12:26 PM	Front	Howard Morrow	Х				\$0.00
11/23/2020	9:16 AM	Front	Mario Orozco	X				\$0.00
2/9/2021	2:35 PM	Front	James R. Price	X				\$0.00
3/2/2021	7:43 AM	Rear	Salvador Pantoja (Sunny Slope Trees)	X				\$0.00
3/22/2021	9:12 AM	Rear	Joel E. Hernandez-Centeno	X				\$0.00
3/23/2021	11:03 AM	Front	Teresa Prestwood	X				\$0.00
3/26/2021	1:35 PM	Rear	Robert E. Dorsey	X				\$0.00
3/31/2021	12:33 PM	Rear	James Sullivan	X				\$0.00
5/10/2021	2:45 PM	Front	Kent Heyl	Х				\$0.00
5/25/2021	9:25 AM	Front	Eric Gibson	Х				\$0.00
6/10/2021	10:19 AM	Rear	Honey Do Service Truck	Х				\$0.00
6/15/2021	12:54 PM	Rear	Steve Appel	X				\$0.00

## 2021-2022 FCSA Delinquent Accounts

to be reported to County unless payment in full is received by 8/2/21

Parcel Number	Amount Owed 7/22/21	Amount Owed 8/1/21
---------------	---------------------	--------------------

130-080-47-30	\$502.00	\$704.00
132-432-14-00	\$874.00	\$1,170.00
132-401-34-00	\$874.00	\$1,170.00
132-360-60-00	\$800.00	\$1,096.00
132-090-13-00	\$1,232.07	\$1,344.07
130-080-47-22	\$1,402.00	\$1,604.00
130-080-47-05	\$2,201.99	\$2,403.99
132-450-10-00	\$3,185.99	\$3,481.99
132-360-77-00	\$3,186.00	\$3,482.00

2021-2022 Total to

be reported: \$14,258.05 \$16,456.05

#### **RESOLUTION NO. 106**

A RESOLUTION OF THE BOARD OF DIRECTORS OF PAUMA VALLEY COMMUNITY SERVICES DISTRICT ADOPTING THE REPORT OF THE ANNUAL DELINQUENT CHARGES AND PENALTIES AND DIRECTING THE GENERAL MANAGER OF THE DISTRICT TO FILE THE REPORT WITH THE SAN DIEGO COUNTY AUDITOR FOR PLACEMENT OF CHARGES AND PENALTIES ON THE TAX ROLL FOR COLLECTION

WHEREAS, the Board of Directors of Pauma Valley Community Services District ("District") has adopted a Resolution as authorized by Government Code section 61115 to provide, by resolution or ordinance, for the collection of delinquent service charges and penalties on the tax roll in the same manner as property taxes; and

WHEREAS, pursuant to Government Code section 61115(b), the General Manager has prepared a written report ("Report"), a copy of which is attached hereto and by this reference incorporated herein, describing each parcel of real property with delinquent and unpaid charges and penalties for District services and facilities for Fiscal Year 2021-2022, and those charges and penalties have been confirmed as correct; and

WHEREAS, the General Manager has caused notice of the filing of the Report to be published and has given notice of the hearing to consider such Report all in accordance with California Government Code section 61115(b); and

WHEREAS, the Board of Directors has heard and considered all objections and protests to the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY USERS DISTRICT, as follows:

- <u>Section 1</u>. The Board of Directors hereby finds and determines that the Recitals are true and correct and are incorporated herein.
- <u>Section 2</u>. The Board of Directors of the District hereby adopts the Report and all charges and penalties described therein.
- Section 3. On or before the 10th day of August, 2021, the General Manager is hereby directed to file a copy of the Report with the San Diego County Auditor, together with a statement endorsed thereon over his/her signature that the Report has been adopted by the Board of Directors.
- Section 4. The Board hereby requests the County Auditor to place the delinquent charges and penalties described in the Report on the Tax Roll for collection in the same manner as ordinary ad valorem property taxes and subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The Board authorizes the County Tax Collector to deduct the reasonable administrative costs incurred in collecting the delinquent charges and the special tax, and to pay the remainder to PAUMA VALLEY COMMUNITY SERVICES DISTRICT.
- <u>Section 5.</u> The Board authorizes and directs the General Manager to perform such additional duties as are required to ensure placement of the delinquent charges and penalties on the Tax Roll on or before August 10, 2021.
- <u>Section 6</u>. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY the Board of Directors of the Pauma Valley Community Services District, Pauma Valley, California, held on the 26th day of July, 2021, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Samuel Logan, President
ATTEST:	
Robert Graziano	
General Manager	

### PAUMA VALLEY COMMUNITY SERVICES DISTRICT

### General Manager's Report

July 26, 2021

Bobby Graziano, General Manager

#### **Items of Note from Last Month's Meeting Minutes**

<u>Security Survey</u>: The results from the website Security Survey were sent to the Board for review. The link remains on the website.

EDU Audit: Staff is working through an EDU audit.

#### **Sewer System**

The collection system and treatment plant are in good working order.

### **Stormwater Management Systems**

All infrastructure is in good condition.

#### **Human Resources**

Patrol: Fully staffed with 5.

Gates: Fully staffed with 5, plus 1 temp available to fill in as needed for Gate Attendants out on paternity.

Utility: Fully staffed with 3. Admin: Fully staffed with 4

#### **Monthly Meeting with Security**

July 14, 2021 at 8:00am. Highlights from Security Report. Review of new vehicles.

#### **Solar Project**

At the last board meeting the Board asked for a detailed bid analysis to be prepared and a recommendation be made for a single contractor. Since that meeting I asked Director Jacobs to collaborate on this initiative. Jacobs and Graziano reviewed the current bids, and interviewed knowledgeable individuals with experience in this subject matter and developed a final bid spec.

A revised bid spec was sent to the three solar contractors:

- 1. Century Sun and Solar, Escondido, CA
- 2. Sunline Energy, San Diego, CA
- 3. Solar Optimum, Glendale, CA

Graziano and Jacobs expect to have the bid analysis and recommendation ready for presentation at the August meeting.

The final Lease Agreement with Pauma Valley Country Club is attached for final consideration. The version presented has been reviewed by BB&K, our insurance broker, and Larry Taylor.

Amendment 2 of the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin

Amendment 2 updates the map delineating the basin boundary modification set forth by AB 1944 passed in September 2018.

#### **CalPERs Liability Payoff Initiative**

The ongoing cost of PERS is borne through employee and employer contributions via bi-weekly payroll and an annual payment. Like many pension programs throughout the country, CalPERS is not fully funded. Each public agency receives a valuation report from CalPERS showing the unfunded amount. The last valuation report for Pauma Valley CSD is \$1,495,427.

Rancho Pauma reimburses CSD for its share of employee costs through a monthly management charge, and an annual reimbursement of 37.28% of the unfunded liability paid in June.

CSD is charged 7% interest on the unfunded liability which amounts to the following interest expenses based on which payment plan the district selects. CSD is currently following the 26 Year Amortization and will therefore save a substantial amount in interest expense over the term of the unfunded liability ( Source: CalPERS Annual Valuation Report).

- 26 Year Amortization \$1,185,423 in interest expense
- 15 Year Amortization \$885,499 in interest expense
- 10 Year Amortization \$562,901 in interest expense

GM Graziano presented a business case to the Rancho Pauma Board of Directors for paying off the unfunded liability. The Rancho Pauma board has agreed to making the following contributions towards this initiative:

- A. Rancho Pauma's portion of the unfunded liability 37.28% of the \$1,495,427 or \$557,495
- B. Rancho Pauma's portion of fiscal years ending 2016, 2017, 2018, 2019 \$97,382
- C. A loan to CSD for operating expenses to improve CSD's ability to cover its portion of the unfunded liability from cash reserves \$350,000

Staff reached out to legal to confirm CSD's ability to accept a loan from Rancho Pauma. After further study Counsel informed staff there is a limit of 5% of yearly revenues with a payback period of 5 years or less (Govt Code Section 61131). Counsel offered an alternative option. CSD could sell an asset to Rancho Pauma and buy it back over time with interest.

Our best option is to fund the solar project and then sell 100% of our interest to Rancho Pauma. We will then buy it back over time with interest paid to Rancho Pauma.

**Recommendation:** The Board authorize staff to do the following:

- 1. Develop an Asset Sale Agreement of the solar project to Rancho Pauma in the amount of \$250,000,
- 2. Invoice Rancho Pauma for \$97,382
- 3. Invoice Rancho Pauma for \$557,495
- 4. Request payoff statement from CalPERS target date January 7, 2022
  - a. Allows for the solar project to be completed, paid in full, and sold to Rancho Pauma
- 5. Allocate \$590,550 ± 20% of CSD's cash reserves to pay off of the unfunded liability
  - a. The 20% flexibility will allow room in the Board resolution to cover the most up to date unfunded liability amount (\$1,495,427 is from a prior actuarial).

- 1. <u>THE PARTIES</u> This Lease Agreement is made this <u>1st</u> day of October, 2021, by and between the PAUMA VALLEY COUNTRY CLUB. ("Lessor"), and PAUMA VALLEY COMMUNITY SERVICES DISTRICT ("Lessee"), a California public agency.
- 2. <u>TERM</u> The term of the Lease shall be twenty-five (25) years, commencing as of the date first herein fore written and ending on the same date in October 2046.
- 3. <u>TERMINATION</u> Lessor or Lessee may terminate this agreement only for cause. In the event Lessor terminates this agreement Lessee shall be paid by Lessor the cost of the solar system less accumulated depreciation and the annual estimated electricity savings at SDG&E Accounts 73774114253 & 28590115843 (PVCSD Office and Treatment Plant) for the remaining term of the agreement.
- 4. <u>USE</u> Lessee shall have the right to use the Premises for the purpose of generating solar power. Lessee shall have the further right to install and maintain, at its expense, additional solar panels and electrical equipment, for the term of this Lease, as long as the system remains within the footprint of the rooftop and along the exterior of the fixed walls of the hangar, mainly the east wall containing the electrical appurtenances.
- 5. RENT - Lessee agrees to pay Lessor as rent for the use of said Premises, and Lessor agrees to accept, the one-time sum of \$25,000 payable in advance on the first day of the term of this lease. Lessee also agrees to take responsibility for SDG&E Account 96274121585, currently the responsibility of the Lessor. Lessor agrees to pay Lessee for increases in usage over historical averages in the event power consumption within the hangars increases significantly by tenants. If tenants of the club owned hangars increase electrical usage above historical averages by way of adding equipment running off 240 volts such as air conditioning, metal or wood working equipment, vehicle charging (auto or aircraft) tenants will be required to install a submeter within that unit. Submeter will either be a SDG&E meter, or a meter installed by the tenant and monitored by the Lessee. Tenant will be billed at the current SDG&E price for electricity on a monthly basis for any submeter not managed by SDG&E. Invoices will be sent monthly and are due by the last day of the following month. Nonpayment will result in submeter lock out. Lessee agrees to permit Lessor members (Active Club Members) use of un-reserved vehicle charging stations located at 33129 Cole Grade Rd by appointment only and when the office is closed. Appointments shall be coordinated with Lessee's administrative offices.
- 6. <u>CONDITION OF PREMISES</u> Lessee acknowledges that it has examined the Premises as well as all buildings and improvements located on Premises and that they are all, at the date of the Lease, in good order, repair, and in safe and clean condition.
- 7. MAINTENANCE AND ALTERATIONS Lessee shall maintain the Premises in good condition and repair during the term of this Lease; provided, that Lessee shall not be responsible for maintaining any areas not being used by the solar system. Lessee shall be responsible for maintenance of the rooftop cladding. If replacement metal paneling is needed within the term of the lease, it will be the sole expense of Lessee. Lessee shall make no alterations to the Premises nor construct any building or other improvements on the Premises without first having obtained written consent of the Lessor. All

alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessee. Nothing contained in this section, however, shall authorize Lessee to make or place any such alterations, changes, or improvements on the Premises without having first obtained the written consent of Lessor.

- 8. <u>DESTRUCTION OF THE PREMISES</u> Should any building or improvement on the Premises be damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of Lessee or any person in or about the Premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at its own cost.
- 7. <u>ASSIGNMENT</u> Lessee shall not assign the Lease or sublet the Premises or any interest therein without the written consent of Lessor first had and obtained. A consent by Lessor to one assignment or sublet shall not be deemed to be a consent to any subsequent assignment or sublet. An assignment or sublet without the written consent of Lessor, or an assignment or sublet by operation of law, shall be void and shall, at the option of the Lessor, terminate the Lease. Lessor's consent will not unreasonably be withheld.
- 8. <u>INSURANCE</u> -Lessee hereby guarantees that it will establish, and continue to maintain uninterrupted throughout the entire term of the Lease, a policy of property damage insurance in the amount of \$1,000,000, along with a general aggregate coverage of not less than \$2,000,000.00 to cover any bodily injury or property damage that is caused by the Solar Panels owned by Lessee ("the Policy"). Should the solar panels be the cause of any loss of property to the hangars or its contents, or cause any bodily injury to a third party, Lessee's general liability carrier will respond to such a loss. Lessee also shall maintain, at its expense, standard fire insurance and extended coverage against loss of or damage to the Premises, including but not limited to the solar system. Said policies of property damage and fire insurance shall also include the addition of Lessor as an additional insured.
- 9. INDEMNITY Lessee agrees to indemnify and hold harmless Lessor from and against all claims arising from Lessee's use, and/or maintenance of the Premises, including but not limited to the solar system, and the rights granted herein, or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises, including but not limited to the solar system thereon, and the rights granted herein. Lessee shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of the Lease, or arising from any negligence of Lessee, or any of Lessee's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the claim at Lessee's expense. Lessee, as a material part of the consideration to Lessor, assumes all risk of damage to property or injury to persons caused by Lessee in, upon or about the Premises, including but not limited to the solar system thereon, in connection with the rights granted herein to Lessor.
- 10. <u>SUBORDINATION OF LEASE</u> The Lease and Lessee's leasehold interest under the Lease are and shall be subject, subordinate, and inferior to any lien or encumbrances now or hereafter placed on the

Premises by Lessor, to all advances made under such lien or encumbrances, and to any and all renewals and extensions of such liens or encumbrances.

- 11. NOTICES—Any and all notice or other communication required or permitted by the Lease to be served on or given to either party to the Lease shall be in writing and shall, except as otherwise required by law or the Lease, be deemed duly served and given when personally delivered to any of the parties to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at 33129 Cole Grade Road, Pauma Valley, California 92061 or to Lessor at 15835 Pauma Valley Drive, Pauma Valley, California 92061. Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided for in this section.
- 12. <u>ATTORNEY'S FEES AND COSTS</u> Should any litigation be commenced between the parties to the Lease concerning the Premises, the Lease, or the rights and duties of either in relation thereto, the party, Lessee or Lessor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as for attorney's fees and costs in such litigation.
- 13. SOLE AND ONLY AGREEMENT Lessee and Lessor agree that this instrument contains the sole and only agreement between them concerning the Premises and correctly sets forth their respective rights and obligations to each other concerning the Premises as of its date. Any agreement or representation respecting the Premises or the duties of either Lessor or Lessee in relation thereto not expressly set forth in the instrument is null and void.

IN WITNESS WHEREOF, the Lease Agreement has been executed as of the day and year first herein above written.

Date

PAUMA VALLEY COUNTRY CLUB

Sam Logan, President

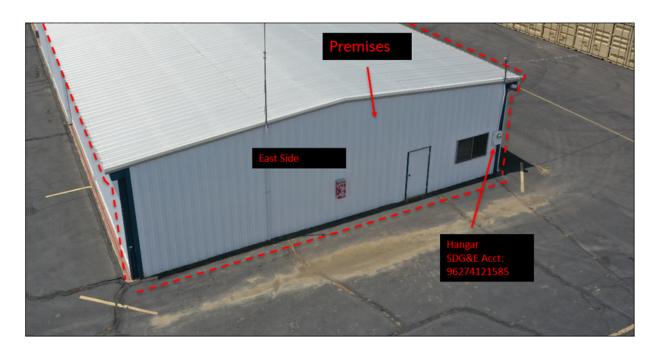
By

By Coupalo	7/20/21
Larry Taylor, General Manager	Date
PAUMA VALLEY COMMUNITY SERVICES I	DISTRICT

## **EXHIBIT A**

## **Depiction of Premises**





### AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN

This Amendment 2 to the MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE SAN LUIS REY VALLEY GROUNDWATER BASIN (heretofore referenced as the "2017 MOU") is made and entered into effective June 1, 2021 ("Effective Date") by and between Yuima Municipal Water District, a municipal water district organized under and existing pursuant to Sections 71000 et seq. of the California Water Code ("Yuima MWD" or "Yuima"), Pauma Valley Community Services District, a community services district formed under the Community Services District Law, Government Code Sections 61000-61850, ("Pauma Valley CSD"), and the Upper San Luis Rey Resource Conservation District ("USLRRCD") a resource conservation district formed under the Resource Conservation District Act, Public Resources Code Sections 9001 et seq. Each entity may be referred to herein individually as a "Party," or collectively as the "Parties."

- A. WHEREAS, on June 27, 2017, the Parties to that agreement entitled the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin executed the 2017 MOU and agreed to work together cooperatively in order to facilitate the preparation of a groundwater sustainability plan ("GSP") per the timelines and in accordance with the requirements of the Sustainable Groundwater Management Act ("SGMA"); and
- B. WHEREAS, the 2017 MOU was submitted to the California Department of Water Resources ("DWR") and subsequently accepted by DWR as creating a Groundwater Sustainability Agency ("GSA") for portions of the San Luis Rey Valley Groundwater Basin ("SLR Basin"), which GSA, hereinafter referenced as the Pauma Valley GSA ("PVGSA"), would be managed by the Parties to this Amendment 2 according to the 2017 MOU per its terms, including the cooperative preparation of a GSP for portions of the SLR Basin; and
- C. WHEREAS, on June 1, 2020 the remaining Parties to the 2017 MOU executed an amendment to the 2017 MOU entitled Amendment One to Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin ("Amendment One to 2017 MOU"); and
- D. WHEREAS, Amendment One to the 2017 MOU was submitted and uploaded to the California Department of Water Resources ("DWR") SGMA Portal on or about July 17, 2020; and
- E. Whereas AB 1944 (codified as Water Code § 10722.5) in September 2018 legislatively divided the SLR Basin into two separate sub-basins, the Upper and Lower Groundwater Sub-Basins of the SLR Basin, which two sub-basins, together, constitute the SLR Basin, and thereafter SB 779 in September 2019 legislatively directed that the boundary between the Upper and Lower Subbasins of the SLR Basin be set by DWR at the east line of the western boundary of Section 6, Range 2 West, Township 10 South of the San Bernardino Meridian; and
- F. WHEREAS, at the time the Parties entered into the 2017 MOU, the entire SLR Basin was designated as a medium priority Basin subject to the development of a GSP per SGMA; and

- G. WHEREAS, on May 1, 2020 DWR determined that the Lower Subbasin of the SLR Basin is a very low priority basin, that does not require management by a GSA or development of a GSP; and
- H. WHEREAS, the 2017 MOU and Amendment One to the 2017 MOU contain Exhibits that, after AB 1944, SB 779, and DWR's designation of the Lower Basin as Very Low Priority, require minor update to accurately reflect the substantially reduced area of the SLR Basin requiring management by a GSA per SGMA while also updating Figure 1 to the 2017 MOU to accurately reflect the legislatively created boundary referenced in Water Code § 10722.5(a) between the Upper and Lower Sub-Basins of the SLR Basin; and
- I. WHEREAS, the 2017 MOU provides that it may be amended by written instrument duly signed and executed by all Parties to the 2017 MOU, and all remaining Parties to the MOU, specifically Yuima, Pauma Valley CSD, and the USLRRCD, have all agreed via this Amendment 2 to amend the 2017 MOU in order to facilitate the timely development of a GSP in the Upper San Luis Rey Valley Groundwater Subbasin. ("Upper Sub-Basin") or the SLR Basin.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and in order to facilitate the expedient development of a GSP for the Upper Sub-Basin, the Parties do hereby agree to amend the 2017 MOU as follows:

- 1. Section II (17) of the 2017 MOU is hereby amended to read:
  - "Pauma Valley Subbasin" means the Upper San Luis Rey Valley Groundwater Subbasin (DWR Basin No. 9-007.01), as established by Water Code §10722.5(a).
- 2. Figure 1 of the 2017 MOU, consisting of two separate maps, is hereby replaced with the updated Figure 1 attached hereto, which depicts the portions of the SLR Basin that are, as of June 2021, required to be managed by a Plan per SGMA.

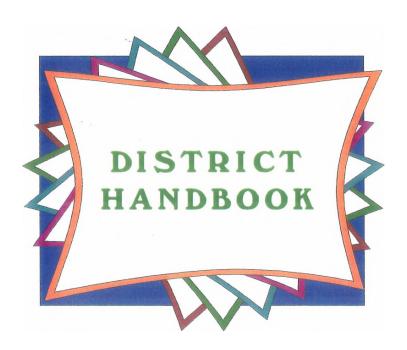
SIGNATURES ON FOLLOWING PAGE

YUIMA MUNICIPAL WATER DISTRICT	
By: A Color of Directors  Roland Simpson  President, Board of Directors	Date
Approved as to Form	
General Counsel	

Ву:	Date	
Sam Logan President, Board of Directors		
Approved as to Form		
General Counsel		
UPPER SAN LUIS REY RESOURCE CONSERVATION	DISTRICT	
Andy Lyall	Date	
President, Board of Directors		
Approved as to Form		
General Counsel		



# Pauma Valley Community Services District



#### **MISSION STATEMENT**

The Mission of the Pauma Valley Community Services District is to protect the public health and environment of its community by providing effective wastewater management and stormwater drainage control, life safety assistance, security services, and exceptional customer care.

#### PURPOSE OF HANDBOOK

This Handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules, and benefits. It is designed to acquaint you with the Pauma Valley Community Services District (PVCSD) policies as quickly as possible. Accordingly, you will find it o your advantage to read the entire handbook promptly so that you will have an understanding of the material covered. This handbook supersedes all previous written and oral policies and procedures of PVCSD regarding the subjects covered in this Handbook.

#### **HANDBOOK DISCLAIMER**

We have attempted to be as comprehensive as possible in preparing this Handbook. However, this Handbook is not a contract of employment and is not intended to create any contractual or other legal obligations or to alter the at-will nature of employment. Instead, it merely establishes guidelines for employees concerning some of PVCSD's policies and benefits. Should you need further information, or if you would like to discuss any policies in the Handbook, please feel free to speak to the District's General Manager.

This Handbook is not intended to provide in detail or be all inclusive of all Administrative Policies and Procedures, nor does it supersede or alter in any way PVCSD Ordinances, State, or Federal laws. The PVCSD reserves the right to delete, amend, or add handbook provisions at any time, without notice.

Nothing in this <u>District</u>-Handbook or in other statements of PVCSD policies, including statements made in the course of the <u>evaluation</u> and <u>wageperformance</u> review program, shall be deemed to constitute either an express or implied promise of continuing employment. Employment with PVCSD is at-will and can be terminated by PVCSD or the employee at any time with or without cause or notice. This is the entire agreement between PVCSD and its employees regarding the term of employment. It supersedes all prior written and oral statements regarding the subjects covered in this Handbook and it cannot be modified except by a written agreement signed by the General Manager of PVCSD.

# **POLICY CHANGES**

It is inevitable that new policies and benefits will need to be written from time to time and that old policies (including benefits) will need to be revised. While we reserve the right to modify or rescind any policies, practices, or benefits described in this Handbook, except for the employment at-will policy, at any time without prior notice, we will strive to timely advise you of any changes affecting your employment.

Revised June 2021 Revised March 2021 Revised July 2020 Revised July 2019 Revised April 2019 Revised July 2017 Revised April 2016 Revised December 2015 Revised July 2014 Revised August 2012

- 1. AT-WILL EMPLOYMENT
- 2. HARASSMENT, DISCRIMINATION, WORKPLACE VIOLENCE, AND RETALIATION PREVENTION POLICY
- 3. POLICY ON DISABILITY ACCOMMODATION
- 4. EMPLOYMENT CLASSIFICATION
- 5. VEHICLE USE
- 6. PROFESSIONAL CERTIFICATION
- 7. WAGE POLICY
- 8. FULL-TIME VS. PART-TIME EMPLOYMENT
- 9. PROBATION
- 10. DISCIPLINARY ACTION
- 11. PERFORMANCE REVIEW
- 12. DISTRICT PROPERTY DAMAGE
- 13. DEPARTMENTAL TRANSFER
- 14. HOURS OF WORK
- 15. OVERTIME
- 16. ABSENCE FROM WORK
- 17. HOLIDAYS
- 18. HEALTH BENEFITS
- 19. HEALTH REIMBURSEMENT ACCOUNT BENEFITS
- 20. LIFE INSURANCE BENEFITS
- 21. RETIREMENT BENEFITS
- 22. 457 SUPPLEMENT RETIREMENT INCOME BENEFITS
- 23. VACATION
- 24. SICK LEAVE
- 25. BEREAVEMENT
- 26. JURY DUTY
- 27. VOTING
- 29. DISCRETIONARY LEAVE
- 30. EXPECTATIONS FOR PVCSD PERSONNEL
- 31. FUNDAMENTAL RULES OF SAFETY
- 32. DRESS CODE

#### 33. DRUG AND ALCOHOL POLICY

APPENDIX 'A' LIST OF VIOLATIONS OF DISTRICT RULES AND REGULATIONS APPENDIX 'B' DISTRICT POLICY FOR SECURITY PERSONNEL

#### 1. AT-WILL EMPLOYMENT

The employment relationship between PVCSD and its employees is for an unspecified term and may be terminated by the employee, the PVCSD District's General Manager or its Board of Directors at any time, with or without cause or advanced notice. PVCSD reserves the right to transfer, demote, suspend and administer discipline with or without cause or advance notice.

None of the policies, procedures or contents of this manual are intended to create any contractual obligations which in any way conflict with PVCSD's policy of at-will employment. The at-will relationship can only be modified by a written agreement signed by the employee and PVCSD General Manager and approved by the Board of Directors.

#### 2. HARASSMENT, DISCRIMINATION, WORKPLACE VIOLENCE AND RETALIATION PREVENTION POLICY

#### A. Equal Employment Opportunity/ Non-Discrimination

PVCSD is an Equal Employment Opportunity employer and it is the policy of PVCSD to be in compliance with all state and federal regulations relative to discrimination in employment and PVCSD follows the practice of promoting Equal Employment Opportunity.

PVCSD is strongly committed to providing equal opportunity to all employees and applicants for employment. PVCSD does not discriminate on the basis of any status or characteristic protected under federal or state law, such as race, color, religious creed, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, medical condition, marital status, pregnancy, physical or mental disability, military status, veteran status; on the basis of any perception that an applicant or employee has any of these characteristics; or, on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics. PVCSD prohibits the discrimination or harassment of any individual on any basis listed above (see the Policy Against Harassment for further clarification).

PVCSD's commitment to comply with all applicable laws providing equal employment opportunities applies to all persons involved in the Company's operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers. This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment. Any employee who violates this policy and PVCSD's commitment to equal employment opportunities will be subject to disciplinary action, up to and including termination of employment.

# B. Policy Against Harassment

PVCSD prohibits and will not tolerate harassment of employees, applicants, or persons providing services pursuant to a contract, based on any status or characteristic protected by federal or state law, such as race, color, religious creed, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, medical condition, marital status, pregnancy, physical and mental disabilities, military status, veteran, including persons perceived to have any of these characteristics or associating with someone who has or is perceived to have any of these characteristics. PVCSD will also take all reasonable steps to prevent harassment based on protected status by third parties, such as customers, clients and suppliers.

#### Definition

I'm not sure that it's legal to suspend anyone "without cause"?

Harassment is unwelcome and inappropriate conduct directed at an employee, based upon one of the characteristics protected under federal or state anti-discrimination laws, that substantially prevents an employee from performing his or her duties, serves to threaten or intimidate an employee, and/or produces a hostile work environment.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- d. Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

#### C. Reporting and Complaint Procedure

An employee who believes that he or she has been subjected to any form of unlawful discrimination or harassment should promptly make a complaint, preferably written, to the District's General Manager, or if it involves the General Manager, to the President of the Board. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. Any supervisor who receives such a complaint must promptly report it to the District's General Manager, or if it involves the General Manager, to the President of the Board.

PVCSD will immediately undertake a fair, effective, thorough and objective investigation and attempt to resolve the situation. If, based on the evidence collected, PVCSD determines that unlawful discrimination or harassment has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future unlawful harassment.

It is the obligation of all employees to cooperate fully in the investigation process. Confidentiality will be maintained to the extent possible.

## D. Retaliation

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity / Non-Discrimination Policy or the Policy Against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

#### E. Workplace Violence

We all deserve to PVCSD's work in an environment that is shall be free from violence or hostility. The PVCSD will not tolerate any threatening, hostile, or abusive behavior by employees or by an persons on District property or while conducting District business and will take immediate and appropriate action when this occurs. Purposeful damage to District property is also prohibited.

# 3. POLICY ON DISABILITY ACCOMMODATION

PVCSD is committed to complying fully with state and federal disability discrimination laws. No program or activity administered by PVCSD shall exclude from participation, deny benefits to, or subject to discrimination, any individual based on that individual's actual or perceived disability or based on an individual's association with someone who has an actual or perceived disability.

PVCSD is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a protected disability and that you

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need a reasonable accommodation in order to perform the essential functions of your job, please notify the District's General Manager. The accommodation process is interactive and allows the applicant or employee to identify possible accommodations. However, PVCSD has the right to choose among effective accommodations.



#### 4. <u>EMPLOYMENT CLASSIFICATION</u>

Job Title: General Manager

Job Description:

a. Functional Statement

The General Manager is a confidential and FLSA exempt —chief executive —of the District. The General Manager executes Board policy and direction; provides strategic leadership and implements policy; provides HR oversightmanagement to all District employees; develops and recommends strategies to address current and future community needs; ensures the Districts financial integrity; provides information on District government to the residents; ensures that District services are provided equitably and cost-effectively; and provides oversight for the development of the budget. The General Manager also ensures that information is effectively communicated to the public, staff, elected officials, the media and residents.

The General Mandager is under the management direction and control of the Board except as otherwise provided in District rules, regulations, or ordinances. This position is a highly responsible, confidential and complex job position that performs duties including administrative, Board secretarial, and financial duties. This position plans and directs the District's financial reporting, auditing, budget, cash receipts, capital assets, job costing and collections functions; and performs related work as assigned. This position has overall responsibility for all District services, development and activities, including water resources planning, water distribution, wastewater collection, treatment, disposal, and reclamation, security services, fiscal management, administration, engineering, human resources, policy development and governance, and overall operation of District functions and programs. The position is responsible for accomplishing District goals and objectives, advising and providing recommendations to the Board, and for implementing the policies of the Board on an ongoing basis.

The General Manager shall be the administrative head of the government and designated representative of the District under the direction and control of the Board except as otherwise provided in District rules, regulations or ordinances. This is a highly responsible, confidential and complex job position that performs duties including administrative, Board secretarial, and financial duties. This position plans and directs the District's financial reporting, auditing, budget, eash receipts, capital assets, job costing and collections functions; and performs related work.

# b. <u>Duties</u>

The General Manager shall be responsible for operating the District in accordance with the budget and for the efficient administration of all affairs of the District which are under his or her control.

In addition to general powers as administrative head, and not as a limitation thereon, the General Manager shall have the following powers and duties:

Implement policies established by the Board of Directors and enforce all rules and regulations of the District except penal laws and, ensure that all franchises, contracts, permits and privileges granted by the Board of Directors are faithfully observed and ensure that the requirements of applicable law are met with respect to operations and property.

Control, order and give directions to subordinate employees of the District under his or her jurisdiction.

Recruit, hire, discharge, discipline, promote and demote all employees of the District, subject to all applicable laws, ordinances, policies, resolutions, rules and regulations, except District Counsel who is appointed by the Board.

Recommend to the Board adoption of such measures, ordinances and resolutions as deemed necessary. The General Manager shall attach to each ordinance (as required) all information and rationale justifying the action.

Attend all meetings of the Board of Directors unless excused there from by the President individually or the Board, except when his or her removal is under consideration.

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Develop the District budget with assistance from District staff. Develop finance related goals, objectives and policies with assistance from District staff.

Supervise the District's finances, including full fiscal responsibility for all operating accounts, books and ledgers, collection of revenues and payment of expenses as directed by the Board.

Keep the Directors at all times fully advised as to the financial condition and needs of the District and ensure that accurate financial records are maintained.

Exercise general supervision over all public buildings and public facilities, and all other public property which are under the control and jurisdiction of the District.

Exercise general supervision over all of the District's services, with specific responsibility for daily supervision delegated to subordinate employees, including the Office Manager and the Security Supervisor and the Utility Department Supervisor, and to contract wastewater management

Administer any and all contracts or agreements and enter into contracts or agreements within the scope of authority as may be granted by the Board.

Periodically report upon federal grant and aid programs in which the District may be eligible to participate and, upon order of the Board, process applications on behalf of the District for such participation.

Ensure the health and safety of District property, personnel and customers with respect to District operations.

Ensure that customer inquiries, requests and complaints are dealt with appropriately.

Establish and approve training requirements or activities for District employees.

Handle liaison and coordinating functions with other public agencies, groups or individuals.

Attend Board and Committee meetings held on a variety of issues; supervise and coordinate meeting logistics; supervise, coordinate and prepare the agenda and the assembly and distribution of agenda packets; update and maintain mailing lists; record roll call votes on agenda items; ensure compliance with legal requirements governing public notice of Board meetings and the conduct of closed sessions; draft the official minutes and summarize Board meetings and other District meetings; supervise and participate in maintenance of Board records and supervise the recordation of documents; prepare required Board memoranda and resolutions; prepare legal notifications; draft and arrange for the legal publication of notices, postings and public hearing.

Serve as "custodian of records" and determine the applicability of Public Records Act provisions to various District records; upon request of subpoena, furnish copies of resolutions, minutes and other official records, certified and sealed as to their validity.

Plan, direct and implement the fiscal management program for the District, including budget monitoring, forecasting, collection and disbursement of all funds and investments; assist with budget development; prepare resolutions for budget adoption; recommend and participate in the development of Finance related goals, objectives and policies; develop and administer the budgets for Finance functions.

Direct and perform professional accounting work, including financial reporting and auditing activities; design and implement procedures to conduct activities in accordance with related laws, ordinances, rules and regulations; provide liaison to auditors and ensures audit compliance; prepare and present annual financial reports and resolutions to the Board; coordinate the annual audit of District financial records and systems.

Prepare periodic and special financial reports and analyses, including those required for submission to various governmental agencies; report the financial status of the District.

Perform other related duties as may be required or directed by the Board.

Bring to the attention of those responsible for the technical operations of the District any matters that could

require their action.

General Manager shall test and maintain the system certifications required to oversee the District.

Performs other related duties as assigned.



Job Title:

Office Manager

#### Job Description:

#### a. Functional Statement

To perform duties under the general direction of the General Manager and the Board of Directors, including administrative, secretarial and financial duties.

#### b. Duties

Provide assistance to the General Manager, the Board and the public regarding finance and service related issues. Manage the operating affairs of the District, including supervision of Administrative Assistants, and Water Quality Data Tech and Compliance Administrator. Answer and direct telephone calls; greet and help walk-in customers; perform accounting work, including monthly invoicing, accounts receivable, accounts payable and audit activities; assist in the preparation for Board meetings; attend Board meetings regularly and record the minutes; file and maintain District records; review the water quality testing dates and results; oversee the preparation of monthly, quarterly, and annual reporting; maintain water stock certificates; perform semi-weekly payroll and quarterly and annual required payroll reporting; maintain updated employee notifications on labor laws; maintain employees. Maintain employee and Board Member training records and provide employees with timely reminders of training license renewal dates. Monitor all regulatory compliance for all entities. Keep the General Manager apprised on District matters. In addition, the Office Manager will be required to qualify, test, and be certified as a notary public for District business. Performs other related duties as assigned.

#### Job Title:

Administrative Assistant

#### Job Description:

#### Functional Statement

To perform duties under the general direction of the Office Manager, General Manager and the Board of Directors, including administrative, secretarial and financial duties, and all duties responsible of a Board Clerk.

#### b. <u>Duties</u>:

Provide assistance to the Office Manager, General Manager, the Board and the public regarding service and finance related issues. Answer and direct telephone calls; greet and help walk-in customers; perform accounting work, including monthly invoicing, accounts receivable, accounts payable and audit activities; administrate the Web site; serve as the Clerk of the Board; assist in the preparation for Board meetings; attend Board meetings as directed and record the minutes; file District records; have a general knowledge of water quality testing dates and results; participate in the preparation of monthly, quarterly, and annual reporting; maintain water stock certificates; maintain and order office supplies; input and update data on the dwellingLIVE software system; ensure both entities websites are accurate and upload new information as it becomes available. In addition, the Administrative Assistant will be required to qualify, test, and be certified as a notary public for District business.

In the absence of employee to fill the position of Water Quality Data Tech & Compliance Administrator, the Administrative Assistant will be fully trained and capable to back-fill that role. Performs other related duties as assigned.

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Job Title: Water Quality Data Tech & Compliance Administrator

#### Job Description:

#### a. Functional Statement

To perform duties under the general direction of the Office Manager, General Manager and the Board of Directors, including administrative, secretarial and financial duties.

#### b. -Duties

Provide assistance to the Office Manager, General Manager, the Board and the public regarding service relatedservice-related issues. Responsible for coordinating the water quality data collection, reporting, implementing water quality monitoring and reporting programs in the fields of domestic water, irrigation and wastewater in accordance to State and Local legal requirements, for the Districtboth entities. Interprets data results from laboratory analysis as it pertains to operational controls, distribution water quality and compliance with established regulations. Establish and implement monitoring requirements to comply with the Safe Drinking Water Amendments, California State Water Boards, State Water Resource Control Board, Division of Drinking Water and other related regulatory bodies. Ensure that compliance and reporting schedules are up to date and that the requirements are completed. Prepare annual Consumer Confidence Report, make updates to Risk Management Plan, complete Electronic Annual Report, California Environmental Reporting System - Air Pollution Control District reports, Hazard Material reports, Quarterly Effluent Reporting, Emergency Notification Plan, Water Reclamation Reporting, Trucked Waste Permitting for the City of San Diego, Sewer System Management Plan, Annual Graphic and Tabular Reporting, Annual Cross Connection inspection and reporting, Backhoe reporting and Oversight of Maintenance, Annual Small Water Supplier Conservation Reporting, Semi-Annual Fire Hydrant Reporting and support all inspections by County and State Regulators. Assist the Officer Manager's role in completing the monthly invoicing for Rancho Pauma Mutual Water Company. Performs other related duties as assigned

<u>Job Title</u>: Utility Department Supervisor

## Job Description:

#### a. <u>Functional Statement</u>

To perform duties under the supervision of the General Manager for the both water and wastewater management services and the contract water and wastewater management, and ultimately the Pauma Valley Community Services District Board of Directors.

#### b. Duties

Plans, assigns, supervises, reviews and evaluates the work of crews engaged in a wide variety of maintenance activities on field facilities and other District properties, including checking the operation of all collection systems and lift stations, treatment and reclamation systems, effluent disposal systems and related facilities. Develops and implements maintenance schedules; plans and directs water and wastewater management and distribution; provides for staff training and development; provides technical assistance to crews in resolving difficult problems encountered; supervises maintenance and repair work on water and wastewater facilities and equipment, chlorination facilities, water tanks, reservoirs, and protection of pipeline; inspects job sites to determine work required and to evaluate performance; assures that vehicles, equipment and facilities are maintained in proper working order; prepares budget for assigned area, requests estimates personnel, materials and equipment requirements for assigned jobs; prepares and maintains a variety of written and computerized reports and records, worksheets, accident reports, maintenance requests, etc.; responds to questions and complaints from the public and other agencies; coordinates work with other departments and outside agencies; provides for emergency repair work as needed; evaluateds the work of assigned personnel; recommends and implements necessary disciplinary action; participates in the selection of new employees;

ensures that safe work methods are followed and that appropriate safety precautions and equipment are utilized; sets the schedule for Utility staff and coordinates staff availability for "on-call" duties. Obtains and maintains certifications and licenses deemed necessary by the District. Performs other related duties as assigned.

In addition, the Utility Department Supervisor will be required to possess a valid California driver's license and any professional certifications/licenses deemed necessary by the District.



<u>Job Title</u>: Water/Wastewater Worker Distribution Service Worker I—

Waste Water Plant Maintenance Worker I

Job Description:

a. <u>Functional Statement</u>

To perform duties under the supervision of the Utility Department Supervisor.

b. Scope of Position

This job classification is general in nature. It is intended to provide on-the-job training for advancement to the District grade level II.

c. <u>Duties</u>

Under general supervision operate, test and repair filters, pumps and valves in compliance with District policy. Conduct weed abatement as necessary at District reservoirs, pump stations, and waste water plant. Conduct semi-skilled tasks as required to accommodate general water and wastewater duties including, but not limited to, the District's sewer grid and wastewater lift stations. Obtains and maintains certifications and licenses deemed necessary by the District. Performs other related duties as assigned.

Job Title: Water/Wastewater Worker II Distribution Service Worker II

Waste Water Plant Maintenance Worker II

Job Description:

Functional Statement

To perform duties under the supervision of the Utility Department Supervisor. To qualify for this position the employee must have worked as a Water/ Wastewater Worker I or equivalent for 3 years. During that time, the employee must achieve an average of proficient on annual Performance Reviews. Employee must possess a Wastewater Operator Grade I, Water Treatment Grade I and Water Distribution Grade 2.

b. <u>Duties:</u>

<u>RPMWC</u> - Control District water supply and distribute to appropriate reservoirs. Inspect, test, and repair mechanical defects in all sizes and types of water meters, pressure regulators, backflow prevention devises, pumps and distribution system pipelines. Keep accurate records of stock materials, tool inventories, and meter reading calculations. Handle customer complaints as necessary. Also, perform semi-skilled to skilled maintenance duties as required (i.e., operate District backhoe, welder).

<u>PVCSD</u> - Process District waste water flow; including maintenance of sewer distribution grid and flood control basins. Make mathematical calculations for (and keep daily logs on) chlorine dosages, effluent flow totals and lab analyses. Perform semi-skilled to skilled maintenance duties as required (i.e., operate District backhoe, welder).

Obtains and mMaintains certifications and licenses deemed necessary by the District. Performs other related duties as assigned.

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Job Title: Security Department Supervisor

#### Job Description:

#### Functional Statement

This job function is designed (To provide operational support to the General Manager by implementing security programs developed by the PVCSD and performance management over both the Patrol Officers and the Gate Attendants positions.

#### b. <u>Duties</u>

The Security Department Supervisor will confer with the General Manager on an as-needed basis regarding all District security matters and make appropriate recommendations. He/she also performs other related duties as assigned.

The Security Department Supervisor will wWorks secondarily, and in support of, the General Manager to develop effective and efficient policy and programs for implementation within the regional area of responsibility.

Under the daily direction and supervision of the General Manager and in accordance with current directives, the Security Department Supervisor will be responsible for preparing and presenting to the General Manager all legible reports, records, and documents deemed necessary to conduct the department in an efficient manner. These will include, but are not limited to, incident reports, shift checks, daily activity reports, employee scheduling, logs as may be required for record purposes and vehicle maintenance logs. <u>Assures that patrol vehicles, equipment and facilities</u> are maintained in proper working order. <u>Maintains the vehicle maintenance log book.</u>

The Security Department Supervisor will be responsible for ensuring a monthly security report is provided to the General Manager the Wednesday before the Monday board meeting, or 5 business days ahead of a board meeting if it does not fall on a Monday.

The Security Department Supervisor will be responsible for the supervision and performance management of Patrol Officers and Gate Attendants as directed by the General Manager. The Security Department Supervisor will be responsible for interviewing and recommending new hires. The Security Department Supervisor will develop and keep updated, all training programs for Patrol Officers and Gate Attendants. He/she will train all new hires on the PVCSD policies. The Security Department Supervisor will be responsible for developing patrol and gate schedules such that 24/7 coverage is maintained. The Security Department Supervisor may appoint the schedule creation task to a subordinate.

The Security Department Supervisor will also perform the role of Patrol Officer while on duty and be responsible for the safeguarding of the lives and property within the District during the period of his/her assigned watch. In order that this responsibility be met, the Security Department Supervisor will utilize proper procedures as determined with assistance from the General Manager.

During his/her shift, the Security Department Supervisor will respond to any and all emergency assistance or other calls that may be received from the dispatcher and render such assistance as deemed necessary. The Patrol Officer on duty will advise the Security Department Supervisor of all critical responses. The Security Department Supervisor will, in-turn, notify the General Manager. The Security Department Supervisor is expected to be on-call 24x7x36524 hours a day, 7 days a week, 365 days a year, unless on PTOvacation or sick leave. Further he/she will einsure that other agencies are promptly and properly informed so that they may provide assistance, should that be necessary. Performs other related duties as assigned.

#### Liaison

The Security Department Supervisor will liaison with leaders in the service areas of the district and maintain current good public relations including all emergency response agencies.

#### Licenses

The Security Department Supervisor will be required to possess and maintain current security guard card,

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certifications in CPR and first aid as required by the Board of Directors of the District.

#### Experience

The position requires a min. of 5 years in criminal justice, or related field of education; or equivalent learning experiences where the range of technical and professional competencies outlined above have been successfully demonstrated.

Job Title: Senior Security Patrol Officer

Job Description:

a. Functional Statement

To perform duties under the direction of the Security Supervisor. Must have a minimum of three years working in Patrol or equivalent to qualify for this position. Acts as the second-in-command to the Security Supervisor, with the expectation he/she is pre-trained to take over when required. Must also achieve an average of proficient on annual Performance Reviews during that time.

Duties

In addition to all the duties of a Security Patrol Officer, the Under the direction and supervision of the Supervisor and in accordance with current directives, the Senior Security Patrol Officer, will be responsible for the safeguarding of the lives and property of all District residents during the period of his or her assigned watchsupervising all patrol officers, managing shift schedules, backfilling or finding replacements for call-off's and vacations, reviewing all DAR's and NOV's, issuing a weekly summary to the Security Department Supervisor, and related duties as assigned.

The Senior Security Patrol Officer shall also assist the Security Patrol Supervisor by evaluating performance and making recommendations concerning Security probationary new hires. He/she will provide recommend advancements past the 180 day180 day probationary period for new hires and will provide input to the Security Department Supervisor form the probationary and annual review process.

In order that this responsibility be met, the Senior Security Patrol Officer will, by utilizing proper patrol procedures and vehicular/foot patrol, ensure the physical security of all residences, shops, utility and commercial buildings, schools, etc. within the District boundaries by making periodic inspection of those units.

The Senior Security Patrol Officer will respond to any and all emergency assistance or other calls that may be received from the dispatcher and render such assistance as deemed necessary. Further he or she will ensure that other agencies are promptly and properly informed so that they may provide assistance, should that be necessary. The Senior Security Patrol Officer will legibly fill out and complete such forms, reports, logs as may be required for record purposes. Senior Security Patrol Officers will, by utilizing radio/telephone, ensure that communications are maintained at all times with the dispatcher. The Senior Security Patrol Officer shall "pass down" all necessary information to ensure clear and effective communication and notify the Security Department Supervisor of all instances that require his/her attention.

The Senior Security Patrol Officer will be required to possess and maintain current security guard card, certifications in CPR and first aid as may be required by the Board of Directors of the District, Performs other related duties as assigned.

Job Title: Security Patrol Officer

Job Description:

a. Functional Statement

To perform duties under the direction of the <u>Security Department Supervisor or Senior Security Patrol</u> Officer. Perform security and crime prevention work by patrolling assigned areas; to-observe and record

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incident information; answering calls and complaints; to gather information regarding incidents and complaints; to call on authorized law enforcement agencies when crimes occur; and to perform other job-related work as required.

#### b. Duties

Under the direction and supervision of the Supervisor and in accordance with current directives, the Security Patrol Officer will be responsible for the safeguarding of the lives and property of all within the District residents boundaries. Performs vehicle and foot patrol on an assigned shift; conducts property checks on businesses, commercial buildings, schools and residences for burglary and other security problems; request and record information from observers and other persons; assists with a variety of emergencies and non-emergencies; issues Notices of Violations in accordance to District policies, procedures and ordinances; assist outside agencies as needed; prepares reports of incidents and observations; contact victims, witnesses, and suspects for additional information as required; identify suspects or vehicles involved in an incident; secures voluntary statements from those suspected of involvement in incidents; has responsibility for preserving evidence at the scenes of incidents and crimes, appears in court proceedings when summoned; contacts responsible public safety agencies for dealing with potential criminal incidents, booking, and transportation of persons; performs traffic control assignments;; performs a variety of security and crime prevention assignments; and related duties as assigned. The Patrol Officer will be fully versed in how to manually open the gates during an emergency or loss of power, during the period of his or her assigned watch.

The Security Patrol Officer will follow all guidelines defined in the Gate Access and Road Usage Policy and Procedures and will issue NOV's for ordinance violations

In order that this responsibility be met, tThe Security Patrol Officer will, by utilizing utilize proper standard patrol procedures and vehicular/foot patrols, to einsure the physical security of allmonitor residences, shops businesses, utility and commercial buildings, schools, etc. for safety and security purposes within the boundaries of the District boundaries by making periodic inspection of those units requiring same.

The Security Patrol Officer will respond to any and all emergency assistance or other calls that may be received from the dispatcher and render such assistance as deemed necessary. Further he or she will einsure that other agencies are promptly and properly informed so that they may provide assistance, should that be necessary. The Security Patrol Officer will legibly fill out and complete such forms, reports, logs as may be required for record purposes. Security Patrol Officers will, by utilizing radio/telephone, einsure that communications are maintained at all times with the dispatcher. The Security Patrol Officer shall "pass down" all necessary information to ensure clear and effective communication and notify the Security Department Supervisor of all instances that require his/her attentionfollow all guidelines defined in the Gate Access and Road Usage Policy and Procedures.

The Security Patrol Officer will issue NOV's for ordinance violations.

The Security Patrol Officer will be required to possess and maintain current security guard card, certifications in CPR and first aid as may be required by the Board of Directors of the District. Performs other related duties as assigned.

#### Job Title: Senior Gate Attendant

#### Job Description:

a. Functional Statement

To perform duties under the direction of the Security Department Supervisor. Must have a minimum of three years working as a Security Gate Attendant, or eqequivalent wal, to qualify for this position. Must also achieve an average of proficient on annual Performance Reviews during that time.

#### b. <u>Duties</u>

In addition to all the duties of a Security Gate Attendant, the Senior Security Gate Attendant will be responsible for supervising all gate attendants, managing shift schedules, backfilling or finding replacements for call-offs and vacations, issuing a weekly summary to the Security Department Supervisor, and related duties as assigned.

Under the supervision of tThe Security Department Supervisor, the Senior Gate Attendant will be responsible for the control of vehicular and pedestrian traffic entering or leaving the gated portion of District property and to ensure those entering are authorized to do so by being fully capable of administrating the dwellingLIVE software application. He/she will be required to be trained and knowledgeable in the dwellingLIVE software application and be able to running reports and operating in the dwellingLIVE software application.

The Senior Gate Attendant will be uniformed, with appropriate identification. The Senior Gate Attendant will utilize telephone and/or radio communication to contact the Patrol Officer to relay pertinent information regarding any and all incidents requiring Security or emergency response.

The Senior Gate Attendant will legibly fill out and complete such forms and logs as are required for the conduct of business and for record purposes. The Senior Gate Attendant will assist the Security Department Supervisor in completing performance reviews. The Senior Gate Attendant may be required to assist the Patrol Officer with a vehicle accident scene occurring on or near his/her station by positioning flares, assisting any injured persons and interviewing witnesses or in any way dictated by the Patrol Officer, Performs other related duties as assigned.

#### Job Title: Security Gate Attendant

#### Job Description:

E. Functional Statement

To perform duties under the direction of the Security <u>Department</u> Supervisor <u>or Senior Gate Attendant.and Security Senior Gate Supervisor Attendant.</u>

#### d. Duties

Under the supervision of the Security Supervisor or Senior Gate Attendant, the Gate Attendant will be responsible for the control of vehicular and pedestrian traffic entering or leaving the gated portion of District property and to ensure those entering are authorized to do so by verifying vehicle registration with the dwellingLIVE software system and/or identification of individuals, and related duties as assigned.

The Gate Attendant will be uniformed, with appropriate identification. The Gate Attendant will be fully capable of administrating the DwellingLive software application. He/she will be capable of running reports and operating in the dwellingLIVE software application. The Gate Attendant will utilize telephone and/or radio communication to contact the Patrol Officer to relay pertinent information regarding any and all incidents requiring Security response. The Gate Attendant will be fully versed in how to manually open the gates during an emergency or loss of power.

The Gate Attendant will legibly fill out and complete such forms and logs as are required for the conduct of business and for record purposes. The Gate Attendant may be required to assist the Patrol Officer with a vehicle accident scene occurring on or near his/her station by positioning flares, assisting any injured persons and interviewing witnesses or in any way dictated by the Patrol Officer. Performs other related duties as assigned.

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#### 5. VEHICLE USE

The Pauma Valley Community Services District and the Rancho Pauma Mutual Water Company provide vehicles for their employees to use <a href="white-during their">white-during their</a> "duty status". These vehicles are to be used by District employees only, and for the sole purpose of District business. Further, District vehicles and District employees must remain inside the District boundaries during all duty status hours with the exception of utilizing for necessary District business. The District vehicles are not to be used for any form of after-hours activities, unless authorized by the General Manager in writing. The gasoline tank is to <a href="https://dww.only.be">ONLY only.be</a> used to fill the District's Patrol and Utility vehicles. No gasoline shall be dispensed for personal vehicles.

Employees, Board members and other authorized drivers may, in the course of their employment, be asked to drive PVCSD and water company vehicles that are equipped with GPS technology. GPS technology provides the PVCSD the ability to monitor vehicle fuel use, diagnostic data, speed, location, routing, idling, and utilization. GPS use for the Security Division vehicles greatly enhances job performance, personnel safety, situational awareness, and may provide assistance in time critical scenarios. The GPS technology may also be used for other business-related purposes, including, but not limited to, locating stolen vehicles, providing aid if a vehicle breaks down, increasing employee safety, managing resources, effectively, refuting false claims, ensuring that employees are following their routes or assignments.

#### DMV Review - FOR INFORMATIONAL PURPOSES

PVCSD will participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) Program. Employees whose job description requires possession of a valid California driver's license must maintain their driver's license with no limitations for driving. Employees that are required to drive as part of their job must report any change in their DMV license status to the Office Manager within twenty-four (24) hours or by the next business day upon notification by the DMV or Court

Any violation of the aforementioned regulations will subject the employee to disciplinary action, up to and including termination.

Employees utilizing their personal vehicle for District business shall be reimbursed at the current Internal Revenue Service mileage rate per mile. This reimbursement does not apply to employees with a vehicle allowance.

#### 6. PROFESSIONAL CERTIFICATION

All applicants applying for employees vacant positions requiring certification-must present evidence of required certifications prior to employee does not possesse a valid certification needed for their position, the employee must obtain the certification(s) within their probationary period. General Manager shall determine the appropriate timeframe to obtain the certification. The GM may extend probationary periods for extenuating circumstances, e.g., work related injury, unavailability of cert courses.... District policy requires copies of certificates required to meet standards based on the position held. Cost of renewal of certifications will be paid for by the District as long as employment continues.

#### 7. WAGE POLICY

It is the goal of PVCSD that employees shall be paid fair and equitable wages which compare to prevailing rates of surrounding districts in the area using like skills. The General Manager may hire new employees at the beginning wage scale up to an additional (five) 5% within the Salary Schedule. Should the General Manager determine that a new employee has knowledge, skills, abilities and/or experience that warrants the starting wage to be higher in the job pay scale, approval from the Board of Directors will be required. Wage merit increases rates are determined on the basis of job evaluation and wage surveysperformance reviews and the Board approved Salary Schedule for the all job classifications. Employee compensation and benefits will be evaluated by the Board of Directors annually to determine whether any changes will be made. The Board of Directors may, in its discretion, review one or more employees' compensation and/or benefits to determine whether to make changes at other times.

Employees will be paid in full once every two (2) calendar weeks on Wednesday. The pay period will be the previous two (2) weeks. The workweek is defined as beginning Sunday, 00:01 a.m., and ending Saturday, 12 midnight for employees who work a regular four or five-day schedule during a calendar week.

Every 24-hour period, Monday through Friday, one utility employee is required to be available for "on call" for an emergency situation before or after normal work hours. Compensation for that status is paid at a rate of \$10 per day when scheduled in

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addition to any overtime logged for the work required. Any call out after defined work hours shall be paid for a minimum of 2 hours of overtime. Each Saturday and Sunday, one utility employee is required to be scheduled for overseeing the District's operations and shall be provided necessary equipment to access the automated SCADA system and determine if being on-site is required. Compensation for this weekend status or a District recognized holiday (see Holiday section for list) is paid at a rate of \$50 per day in addition to any overtime or double time logged for the work required. Scheduling for 'On Call' duty is done by the Utility Department Supervisor. Modification of this is subject to PVCSD review and may change at its discretion.

Due to the nature of shift work, Security Patrol Officers and Gate Attendants are compensated for working a shift other than the typical daytime hours. Those working the 'A' shift will receive an additional \$4.50 per day and those working the 'C' shift will receive an additional \$3.50 per day. Modification of this is subject to General Manager review and may change at its his/her discretion.

Deductions that are required by state and federal law to be withheld from gross wages are: 1) Federal Income Tax; 2) Federal Medicare Taxes; 3) Federal Social Security Taxes; 4) California State Income Tax; 5) California State Disability Insurance (SDI); 6) PERS retirement program; and 7) any Court Ordered Garnishment. Optional deductions include voluntary participation in PERS 457 Investment Program (tax-deferred contribution) and direct deposit to employee's bank account is preferred.

The District will designate each employee as exempt or non-exempt in accordance with federal and state wage and hour laws. Employees designated as exempt are salaried employees and are not entitled to overtime compensation. An employee's exempt or non-exempt classification may be changed only upon written notification by the District General Manager.

#### 8. FULL-TIME VS. PART-TIME EMPLOYMENT

Full-Time: A full-time employee is one who is regularly assigned to work 32>20 or more hours per week and shares weekend and holiday coverage as required by the job. Such employees are entitled to all full-time benefits of medical, vacation and sick leave. Full-time employees are eligible for annual performance reviews and wage reviews in accordance with District policy.

Part-Time: A part-time employee is one who is regularly scheduled to works less than 30 32 or equal to 20 hours per week. This employee may share weekend and holiday coverage as required by the job. Part-time employees' shall not be eligibility eligible for medical, vacation or sick leave benefits is determined individually at the discretion of the Board of Directors General Manager. Part-time employees working 1000 hours or more per fiscal year are required to participate in the PERS retirement program. CALPERS retired annuitants may be hired as part-time employees. Retired annuitants are subject to related State law employment limitations including being limited to not more than 960 hours of work per fiscal year.

# 9. PROBATION

All employees are considered to be on probationary status for ninety (90)—180 days from their employment date. This provides an opportunity for employees, supervisors and the General Manager to become acquainted and to determine if the employee can meet the expectations for job performance. The General Manager will notify the employee of the probationary period at the time of hire. Employees will be evaluated prior to the end of the probationary period. A probationary employee may be released from employment for failing to meet agency standards. The General Manager may, with approval from the Board, extend the probationary period of an employee due to unforeseen circumstances. Such circumstances may include but is not limited to extended time off due to on-duty injuries or approved leave of absences. — Following the probationary period, employees also become eligible for certain benefits as described below.

Satisfactory completion of the probationary period does not alter the at-will nature of the employment relationship. PVCSD does not guarantee employment for the entire probationary period and at its discretion, PVCSD may shorten or extend the probationary period.

### DISCIPLINARY ACTION

Consistent with the at-will nature of employment, PVCSD reserves the right to use discretion in deciding when and how discipline is imposed. No formal system, procedure or proof of cause is required. Attached as "Appendix A" is a non-exhaustive list of examples of PVCSD rules and regulation violations for which employees will be disciplined, up to and including termination. All forms related to discipline will be maintained in the personnel file and will be reviewed in conjunction with the annual performance evaluation or evalua

**Commented [A8]:** Have we been paying double time previously?

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Part-time employees who work 20 hrs per week or less are not eligible for any benefits.

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**Commented [A11]:** Private industry is 20 hr. for part time. ?? 32 ??

**Commented [A12]:** We agreed to 6 months at our meeting

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#### 11. PERFORMANCE EVALUATION REVIEW

All PVCSD supervisors or managers shall conduct an annual performance evaluation review for each employee in their department. Upon completion of the evaluation the supervisor or manager will review the evaluation with the employee(s); Supervisors or managers shall then submit the signed evaluation forms to the General Manager for review. Performance Annual performance evaluations reviews will be used to determine possible pay increases and/or promotions. After the review is delivered, it will be maintained in the respective personnel files. Employees with average or above average performance review ratings will be eligible for merit increases of 3-5% within the published salary schedule. At the discretion of the Board of Directors merit increases or COLA's may be suspended or reduced based on financial conditions of PVCSD and will be used for things such as determining pay increases, considering an employee for promotion etc.

#### 12. <u>DISTRICT PROPERTY DAMAGE</u>

Any damage to District property (i.e., vehicles, equipment, office equipment, etc.) will be brought before the General Manager. The General Manager will interview the responsible employee in order to classify the damage as "avoidable" or "unavoidable". If determined avoidable, the General Manager will then determine the appropriate discipline which may consist of: (1) written reprimand, (2) time off without pay, or (3) immediate termination.

#### 13. DEPARTMENTAL TRANSFER

All employees making a departmental or job position transfer will be subject to a ninety (90) day probationary period. An employee not successfully concluding a ninety (90) day probation will be subject to termination or a return to their previous position based on availability.

Any employee may be cross trained in the responsibilities of another job classification. Such employee shall be paid the rate appropriate to the job classification for the hours worked in that job classification and for the lowest rate of any qualified job classification for vacation pay, and the like.

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#### HOURS OF WORK

#### A. Work Shift

In a two-week period, utility personnel work a 9/80 schedule as follows 7:00 A.M. to 4:00 P.M. four (4) days a week and have every other Friday off; working Fridays have a schedule of 7:00 A.M. to 3:00 P.M. and administrative personnel work from 8:00 A.M. to 3±0:00 P.M. five (5) days per week. Security Department Supervisor and Patrol Officers work ten (10) hour shifts, four (4) days per week; Security Gate Supervisor and Attendants work eight (8) hour shifts, five (5) days per week, which enables the District to have round-the-clock security dispatch. Shifts are identified as: 'A' begins at 12 midnight and ends at 8:00 a.m.; 'B' shift begins at 8:00 a.m. and ends at 4:00 p.m.; 'C; shift begins at 4:00 p.m. and ends at 12 midnight. Shift hours may vary as deemed necessary by the Security Department Supervisor. Although employees may, upon hiring, work particular hours, the District does reserve the right to reassign an employee to other shifts or other hours as need arises.

#### B. <u>Time-Keeping</u>

Accurately recording time worked is the responsibility of every PVCSD employee. Federal and state laws require PVCSD to keep an accurate record of time worked by non-exempt employees in order to calculate employee pay and benefits. Time worked is all time actually spent on the job performing assigned duties.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of time recorded. The General Manager will review and then sign the time record before submitting it for payroll processing.

#### C. Rest Breaks

Employees are generally permitted to take one ten-minute rest break for every four hours worked. Rest breaks should be taken as close to the middle of the four-hour period as possible.

#### D. <u>Meal Breaks</u>

The normal meal break is at least 1/2 hour. –Meal breaks for District employees are paid. Staffing needs and operational demands may necessitate variation in starting and ending time. All dispatched security and utility emergency calls take precedence over the meal break.

#### 15. OVERTIME

The around-the-clock nature of District work may make it necessary for employees to work required overtime. All overtime requires prior approval of the supervisor or manager. –Overtime compensation is paid to all non-exempt employees in accordance with all applicable wage and hour laws. For those working a 40-hour work week, overtime is considered any hours worked over 8 or 10 (depending on work schedule by job classification) per day and is paid at 1.5 times the regular pay rate; the first 8 hours on the 7th consecutive day is paid at 1.5 times the regular rate of pay; any work in excess of 12 hours per day and in excess of 8 hours on the 7th consecutive day is paid at 2.0 times the regular rate of pay. PVCSD recognized holidays are paid at 2.0 times the regular rate of pay for those scheduled but not working. Security and Gate personnel whose regularly scheduled day off falls on a holiday, will not receive holiday pay unless worked. PVCSD paid time off such as vacation or sick days are not considered hours worked for the purpose of calculating overtime.

#### 16. <u>ABSENCE FROM WORK</u>

All employees are expected to be on time. Should an illness or emergency situation occur, and employee is unable to report to work at his or her regular time, the employee must notify their supervisor or manager, if possible, at least two (2) hours before the start of the shift. The supervisor or manager will advise the employee of the proper procedure to follow depending on the reason for and expected duration of the absence. All employees must contact the supervisor or manager each day they are out unless otherwise instructed. Employees who fail to notify the supervisor or manager in advance of absenteeism may be subject to disciplinary action or dismissal. Two (2) or more consecutive workdays of no call and absenteeism is considered job abandonment. Job abandonment —and—is subject to disciplinary action including and up to and including termination of employment.

#### 17. HOLIDAYS

PVCSD recognizes the following paid holidays: New Years, President's, Memorial, July 4th, Labor, Veterans', Thanksgiving and Christmas Days. An employee will be paid double time if they are required to work on a holiday. If a holiday falls on a weekend day, then the District will determine a preceding or succeeding day to be taken as the holiday. All employees will additionally receive one floating holiday per year. Utility staff and Administrative staff shall receive a paid shift for the observed holidays.

#### 18. <u>HEALTH BENEFITS</u>

Under the terms of the policies established from time to time by the Board of Directors of the District, PVCSD provides medical insurance for full-time employees and their dependents. These benefits will commence on the 1st of the month following the end of an employee's sixty (60) days of employment. –All benefits cease at the end of the month upon termination of employment, whether voluntary or involuntary, except as may be required to comply with applicable law. –Employees' contribution for cost of health care coverage for self and dependents shall be calculated and deducted based on 26 pay periods per year. The Board of Directors will review and establish the employees' contribution rate annually at its discretion. A dependent of an employee must be under the age of 19 or provide verified enrollment as a full-time student until the age of 23.

#### 19. HEALTH REIMBURSEMENT ACCOUNT BENEFITS

Full time employees will receive an annual Health Reimbursement Account. The approved annual amount will commence January 1 of each year and expire December 31 of each year. The amount is available to all full-time employees regardless if health insurance benefits have been elected through the District or not. This amount can be used to offset the employee contribution paid each pay period, and/or receipts can be submitted for medical services to be reimbursed. New hires will receive a prorated amount based on the number of remaining months in the year.

# 20. <u>LIFE INSURANCE BENEFITS</u>

The District provides a Group Term Life Insurance Policy to all full-time employees. The benefit amount of \$25,000 is paid in the event of death of an employee to the employee's designated beneficiary(ies). This benefit will commence on the  $1^{st}$  of the month following the end of an employee's ninety thirty (9030) days of employment. This benefit is offered by the District at no cost to employees.

# 21. <u>RETIREMENT BENEFITS</u>

PVCSD provides, through the California Public Employees Retirement System (CalPERS), a retirement plan for eligible employees. All employees working more than 1,000 hours annually are required to pay the employee contribution towards this benefit, percentages are determined annually by CalPERS. The Board of Directors will review and establish the benefits annually at its discretion. For more detailed information about specific this benefit, visit the CalPERS website.

## 22. <u>457 SUPPLEMENT RETIREMENT BENEFITS</u>

Since PVCSD participates in CalPERS, an optional 457 Supplement Retirement Benefit is also available. This benefit is available to any full-time employee. The contributions are pre-tax and can be adjusted at any time. For more information please inquire at the District office.



#### 23. <u>VACATION</u>

PVCSD provides vacation, which is paid time off, for employees as a means to rest and rejuvenate. PVCSD encourages employees to utilize this benefit every year. PVCSD believes personal time off is an important means to enable continuation of strong performance and positive contribution to PVCSD, as well as encourage a balanced and enriching life for employees.

PVCSD will review and may change any of these vacation benefit provisions at its discretion.

#### A. Eligibility and Accrual

Full-time employees will accrue vacation according to continuous years of service in accordance with the following schedule:

From hire date, but less than 5 years of continuous employment: 3.08 hours per pay period (80 hours per year).

More than 5 years, but less than 15 years of continuous employment: 4.62 hours per pay period (120 hours per year).

More than 15 years of continuous employment: 6.16 hours per pay period (160 hours per year).

Part time employees with continuous service who the General Manager has determined to be eligible to accrue vacation, will accrue vacation in accordance with the above chart, on a pro rated basis determined by normal hours worked.—Active service for all employees commences with their first day of work and continues thereafter unless broken by an absence without pay or a leave of absence.

Vacation accrual for all PVCSD employees is limited to a maximum of 160 hours and may be used at any time upon approval from their <u>sSupervisor or manager</u>. At no point will an employee be allowed to have a negative vacation balance, so employees are encouraged to monitor their vacation balance frequently before submitting a request to their supervisor <u>or manager</u>.

#### B. <u>Use of Vacation</u>

In order to request vacation time, employees should submit a Vacation Request form to their <u>Supervisor or manager</u>. Every effort will be made to accommodate all employees' requests for specific vacation leave time. However, the <u>Supervisor or manager</u> will also consider the needs of the department when evaluating vacation requests.

A holiday that falls during an employee's vacation leave will be treated and paid as a holiday and not as a day of vacation leave.

Preference in selection of vacation dates will be governed by length of service subject to the needs of the District and as approved by the department supervisor or manager and General Manager.

# C. Payment for Unused Vacation

Upon separation from PVCSD employment, or upon election of the employee, an employee will be paid for accrued, unused vacation days at 100% of the employee's hourly rate at the time of separation or time of election. If the employee chooses to sell back unused accrued vacation they may do so in conjunction with the regularly scheduled payroll, for non-exempt employees it must be indicated on their timesheet. In cases where an employee terminates employment with PVCSD, and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction relative to the amount of un-accrued time off taken.

#### 24. SICK LEAVE

PVCSD provides paid time off for the purpose of illness or other medical requirements. PVCSD will review and may change any of these sick leave benefit provisions at its discretion.

#### A. Entitlement

On the first day of January each year, each <u>full timefull-time</u> employee will be given 78 hours from which to draw for sick time away from work. Once those total hours are used, any additional sick hours must be taken without pay or the employee may draw from his/her accumulated vacation hours. If there are unused sick hours on the books as of December 31st each year, those sick hours may rollover to the new year and be added to that new year's allotment of 78 hours for use. At no time may sick hours accrue to more than 160 hours in total. For sick hours used at any one time in excess of 32 hours, a doctor's note authorizing the return to work must be submitted. New hires will receive a prorated <u>amount number</u> of sick hours based on the amount of pay periods left in the calendar year.

#### Verification

Employees are required to notify their supervisor or manager as soon as possible of their absence due to illness or injury. PVCSD may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use. PVCSD may require a physician's statement or acceptable substitute from an employee who applies for sick leave or make whatever reasonable investigation into the circumstances that appear warranted before taking action on the sick leave request.

#### B. <u>Use of Sick Leave</u>

Sick leave may be applied to the following circumstances:

- 1. An absence necessitated by an employee's personal illness or injury.
- 2. Medical and dental office appointments.
- 3. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this policy, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, grandparent, spouse, child, domestic partner or legal guardian. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a family member.
- Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee or member of the employee's immediate family was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify the General Manager within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - e. PVCSD shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d+c. Upon the employee's return to work, the employee must furnish PVCSD with a certificate signed by a physician or other medical provider stating the nature of the medical condition-and, the period of disablement, and a statement that he/she is fit to return to work.
- 5. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour for a non-exempt employee, while exempt employees will be charged only for full-day absences. At no point will an employee be allowed to have a negative sick leave balance.

In any use of sick leave, an employee's account shall be charged to the nearest quarter hour for a non-exemptemployee, while exempt employees will be charged only for full-day absences. At no point will an employee be allowed to have a negative sick leave balance.

An employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when PVCSD has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

#### C. <u>Use of Sick Leave During Training Sessions and Other Off-Site Events</u>

Training sessions, conferences, and other required PVCSD events that an employee attends for more than 6 hours in a given work day shall be treated as a full 8-hour day. However, if an employee is unable to attend all or a portion of the training or event due to illness or other incapacity, the employee must report to the General Manager the number of hours the employee missed due to illness so that the appropriate amount of time is deducted from the employee's sick leave

#### 25. BEREAVEMENT

An employee shall be entitled to three (3) paid days of leave for the death of a member of his or her immediate family. For purposes of this policy, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, grandparent, spouse, child, domestic partner or legal guardian. The bereavement days must be noted on the employee's timesheet for accurate record keeping.

#### 26. JURY DUTY

PVCSD does not pay employees for Jury Duty. If a juror summons is received and the employee chooses to participate, the employee must notify their supervisor or manager as soon as possible. If the employee is selected to participate on a jury panelpanel, they must also let their supervisor or manager know when the trial will begin and the anticipated length of the trial so the supervisor or manager can plan accordingly. The employee must provide a copy of the summons to the Office Manager and may elect to use vacation time to cover the time away from their duties.

#### 27. <u>VOTING</u>

In accordance with State law and district policy, an employee may be eligible for up to two (2) hours of paid time off to vote in a California State or Local government election. To be eligible for this pay, an employee must advise their supervisor or manager at least three (3) working days prior to an election day. The employee is eligible for the two hours pay if they do not have enough time to vote due to their work schedule. If voting requires more time off the employee will not be paid more that the two-hour benefit. Employees can use vacation pay to cover any work missed in excess of the two (2) hours paid by the District.

PVCSD does not pay employees for time off to vote. Employees may elect to use vacation pay to cover any work missed in order to vote in any election. Employees must notify their supervisor or manager, as soon as possible when this request needs to be met.

#### 28. <u>PATERNITY + PREGNANCY DISABILITY LEAVE</u>

#### A. Eligibility

In accordance with federal law under the Family and Medical Leave Act (FMLA) to give both male and female employees are eligible for up to 12 weeks of unpaid family leave following a birth, adoption, or foster care placement applicable law and this policy, female employees may be eligible for a leave of absence and/or transfer based on pregnancy, regardless of length of service with PVCSD

## B. <u>Pregnancy Disability Leave</u>

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- A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
- Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related
  medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable
  period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee).

# C. <u>Leave Due to Normal Childbirth</u>

An employee shall be entitled to the minimum leave entitlements required by applicable law.



# D. <u>Leave/Transfer and Other Reasonable Accommodation Requests</u>

- Pregnant employees should notify the General Manager as soon as possible regarding their intent/need to
  take a leave of absence or to transfer due to pregnancy, childbirth, or related medical conditions. Such notice
  should specify the anticipated timing and duration of the leave or transfer.
- 2. Where the need for a leave of absence or transfer is foreseeable, employees must provide such notice at least 30 days prior to the date the leave or transfer is to begin. Further, employees must consult with the General Manager regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to PVCSD's operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee's health care provider.)
- 3. Where 30 days advance notice is not possible, notice must be given as soon as possible. However, PVCSD will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.
- 4. PVCSD shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. PVCSD shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
- Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

#### E. <u>Intermittent Leave</u>

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

- If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, PVCSD may require that the employee transfer temporarily to an available alternative position.
- An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular
  position and better accommodates recurring periods of leave than the employee's regular job. It does not
  have to have equivalent duties. However, the employee must be qualified for the position.
- Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

# F. <u>Temporary Transfers</u>

- An employee may request a temporary transfer to a position with less strenuous or less hazardous duties where the employee's health care provider certifies that such a transfer is medically advisable.
- Temporary transfers will be granted where appropriate and when PVCSD is able to reasonably accommodate
  the transfer, provided that the transfer would not require PVCSD to:
  - Create additional employment;
  - b. Discharge another employee;
  - Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the employee's transfer; or
  - Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

#### G. Certifications

- As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.
- 2. The medical certification should include:
  - The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
  - The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

#### H. Recertification

Recertification may be required where additional time is requested.

#### Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

#### J. Pay During Leave

- Pregnancy disability leave is unpaid leave. However, the employee may request or PVCSD may require that
  the employee use accrued sick leave to provide pay during the period of leave.
- An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to
  provide pay during pregnancy disability leave.
- The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

### K. Reinstatement

- The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - a. Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - b. If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies PVCSD of her readiness to return and provides medical certification of her fitness for duty.
  - Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- 2. The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the "same position" may be denied if:
  - For legitimate business reasons, unrelated to the employee having taken a pregnancy disability leave
    or transfer, the employee would not otherwise have been employed in her same position at the time
    reinstatement is requested; or

- Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it
  with a temporary employee) would substantially undermine PVCSD's ability to operate safely and
  efficiently.
- Also, the employee has no greater right to reinstatement to a "comparable position" or to other benefits and
  conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a
  comparable position may be denied if:
  - There is no comparable position open on the employee's scheduled date of reinstatement or within 10 working days thereafter; or
  - a comparable position is available, but filling the available position with the returning employee would substantially undermine PVCSD's ability to operate safely and efficiently.

#### L. <u>Seniority and Benefits</u>

- In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- The employee returning from a pregnancy disability leave shall return with no less seniority than she had
  when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related
  benefits such as vacation.
- 3. The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

## M. Group Health Insurance

PVCSD will continue to pay its share of the premium for the employee's health insurance that PVCSD would have paid but for the employee's pregnancy disability leave. The employee will be responsible for paying for his or hertheir share of the premium as well as his or hertheir same share of dependent coverage, and such payment will be due at the same time as if it had been made by payroll deduction. Such PVCSD payment will continue for a maximum of four months in any 12-month period, beginning on the date the pregnancy disability leave commences. If the employee is not eligible for continued paid coverage or if coverage ceases, the employee may continue group health insurance coverage pursuant to Cal-COBRA guidelines.

#### 29. <u>DISCRETIONARY LEAVE</u>

The District authorizes unpaid discretionary leave for medical or other reasons constituting good cause away from assignment. An unpaid discretionary leave must be approved by the General Manager. No unpaid discretionary leave shall be granted unless the employee requests the leave in writing and includes the reason for the request. Approval by the appropriate authority shall be in writing. No unpaid discretionary leave pursuant to this section shall be requested or authorized for the purpose of imposing disciplinary action upon any employee.

There is no entitlement to be reinstated in the exact position the employee occupied prior to the leave, the District is allowed to place the employee back in a substantially similar position. Additionally, if the position is subjected to layoff during the employee's absence, he or she is not insulated from layoff because of being on leave. This section is designed to grant special requests for unpaid discretionary leave which are not specifically addressed in other sections of these policies. An employee on an unpaid discretionary leave shall not receive compensation or accrue sick leave, vacation, or holiday credits. After 30 consecutive working days on an unpaid discretionary leave, employer contributions to retirement, life insurance, medical, dental, or other designated benefit plans shall be suspended until the employee is reinstated. However, upon approval of an unpaid discretionary leave, the employee may elect to continue his or her benefits coverage at his or her own expense, with the exception of retirement benefits which may not be so continued. Any employee requesting an unpaid discretionary leave shall utilize all of his or her accrued compensatory time-off, administrative leave, and vacation time prior to the start of the unpaid discretionary leave.

If an employee takes an unpaid discretionary leave while on probation, his or her probationary period shall be extended the same length of time as the leave without pay. Such extension of probationary periods which arise as a result of this policy shall not be perceived as casting aspersions on any employee, but rather as a way to more accurately monitor employee performance.

Upon expiration of an approved unpaid discretionary leave, the District shall endeavor to return the employee to the same or equivalent position he or she occupied at the time leave was granted. Unauthorized failure on the part of an employee to report to work upon expiration of the unpaid discretionary leave shall constitute job abandonment and will result in dismissal, unless the failure to report was due to an employee's continued leave as a disability accommodation under the Americans with Disabilities Act or Fair Employment And Housing Act. Where a disability is at issue, the District will engage the employee with an interactive process meeting to determine whether a reasonable accommodation could bring the employee back to work or whether additional discretionary leave is a reasonable accommodation.

#### 30. EXPECTATIONS FOR PVCSD PERSONNEL

Employees are expected to be at their work places and ready for work at the established starting time and are expected to perform their work assignments.

Employees shall not gather on PVCSD property nor conduct personal business during work hours.

Protective equipment that is required or provided by the PVCSD must be properly utilized and maintained by employees as directed.

Employees must report all injuries or accidents to their supervisor or manager at once.

Employees are required to promptly notify the Office Manager of any changes in personal status, such as name, address, telephone, marital status, etc.

An employee shall not cause defective work nor interfere with the work of others.

An employee must be physically capable of performing work assignments.

Employees must perform all assigned duties and fulfill their responsibilities to PVCSD. Productivity and workmanship must be up to PVCSD standards.

An employee must be available for work as scheduled or requested.

Employees shall be responsible for all PVCSD property that has been placed in their custody.

Employees shall not neglect their job, duties or responsibilities, nor refuse any work assigned to them.

### 31. FUNDAMENTAL RULES OF SAFETY

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Employees should report any unsafe or hazardous condition or act and any defective or damaged equipment they observe to the supervisor or manager immediately.

Employees are required to be familiar with relevant work procedures and safe work practices and know where the first aid medical kit is located as well as fire extinguishers. In an effort to reduce the risks of injury, PVCSD will provide training to employees on specific safety items as needed. Employees are required to report all personal injuries, regardless of how serious, to the supervisor or manager or the General Manager and get immediate first aid. Failure to report accidents can result in a violation of legal requirements, and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under applicable state workers' compensation law. PVCSD carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled.

Employees should realize that practical jokes often result in serious injury -- PVCSD is no place for them.

#### DRESS CODE

PVCSD provides uniforms for all its permanent security, gate and utility employees. Employees are responsible for maintenance and repairs of uniforms. All employees are expected to wear their appropriate uniforms while on duty in the District

Should personnel leave employment within their first ninety (90) days of employment, the employee will be responsible for the cost of the uniforms, if not returned to the District. Pursuant to applicable law, the amount deducted from the employee's final pay check for the cost of the uniforms will be limited to an amount that will not cause the employee to be paid at a rate less than minimum wage.

For utility employees, the PVCSD will cover the expense (up to one hundred dollars (\$100.00)) of the required steel toe work boots once per calendar year; reimburse the cost for denim work pants (up to one hundred (\$100.00) per calendar year; and provide tee-shirts, safety vests, and rain gear as required.

Administrative employees are required to dress business casual with the exception of Friday's. Administrative employees enjoy casual dress on Fridays.

Security personnel expectations are located on Appendix B.

#### 33. DRUG AND ALCOHOL POLICY

- It is PVCSD's desire-responsibility to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a <u>safe and</u> satisfactory manner. Drug and Alcohol testing will be conducted according to Federal and State law. As a condition of employment, candidates for hire are required to participate in a drug and alcohol test.
- On-duty employees that exhibit specific articulable observations in behavior(s), speech, or body odors may be directed to
  undergo reasonable suspicion testing. Supervisors must document the observed behavior after reporting the situation to the
  General Manager. The General Manager or designated management employee must also validate the signs and symptoms of
  the employee of concern.
- Upon validation by the General Manager or their designee, employees will be directed to undergo reasonable suspicion
  testing. The employee may refuse to participate in the testing. However, the employee will be considered to have failed the
  drug and alcohol test as well as insubordinate.

Random or scheduled testing of employees will be required for employees that are offered a "Last Chance" employment agreement due to job related drug or alcohol use violation.

While on PVCSD's premises and while conducting business-related activities off PVCSD's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. The reasonable use of alcohol may be allowed during work-related meetings and conferences conducted outside of working hours if alcohol is being served at such function.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program and/or their health insurance. They may also wish to discuss these matters with the General Manager to receive assistance or referrals to appropriate resources in the community.

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Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through PVCSD's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance, abides by all PVCSD's policies, rules, and prohibitions relating to conduct in the workplace, and if granting the leave will not cause PVCSD undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify PVCSD of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.





# Appendix 'A'

# LIST OF VIOLATIONS OF DISTRICT RULES AND REGULATIONS LIKELY TO LEAD TO DISCIPLINE - UP TO AND INCLUDING TERMINATION

# VIOLATIONS OF DISTRICT RULES AND REGULATIONS

Theft

Reporting for shift under the influence of alcohol or illegal drugs, including prescription drugs without a valid prescription, or using the above while on duty.

Falsifying official documents, logs, records, reports, etc.

Sleeping while on duty.

Utilizing District property for personal business.

Leaving early without supervisor authorization.

Refusal or failure to perform work assigned, or to comply with supervisor's instructions.

Possession of any alcoholic beverage on District property.

 $Possession \ of \ illegal \ drugs, \ including \ legal \ prescriptions \ drugs \ without \ a \ valid \ prescription.$ 

Carelessness in the performance of duty.

Excessive tardiness or absenteeism.

Failure to notify supervisor when unable to report for work.

Use or possession of any un-authorized weapon.

<sup>\*</sup> This is <u>not</u> an exhaustive list of potential violations of PVCSD rules and regulations.

Appendix 'B'

#### Pauma Valley Community Services District

# **District Policy for Security Personnel**

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RE: Uniforms/Equipment

**Effective immediately:** Each Patrolman will have the following while on duty.

- Clean Uniform
- Polished Badge
- Name Tag
- Clean Shoes
- Clean Cut
- Clean Shaved (trimmed mustache acceptable.)

#### **Equipment:**

General Manager: \_

- Duty Belt
- Chemical Spray
- Handcuffs/keys
- Ballistic Vest

First Offence: Verbal and/or written warning.

This policy is effective immediately. Failure to comply with District Policy will result in disciplinary action. <u>Equipment Subject to inspection at request of General Manager or Security Department Supervisor anytime while the officer is on duty.</u>

Second Offence: 3 Day Suspension without Pay.		
Third Offence: Supervisory Review/Subject to Termination		
Employee: (print name)	Signature:	
Security Department Supervisor:		 Formatted: Underline



# Pauma Valley Community Services District Administrative Procedures and Rules

04/28/09

Revision Date:

# **PURCHASING POLICY**

- 1. It is the policy of the District that in all purchasing activities that the District shall purchase from the lowest cost vendor consistent with the fulfillment of the specification of the purchased item or service in fulfilling that policy the District shall:
  - A. to purchase small items such as office supplies, auto parts, and other miscellaneous items costing less than \$500 ask vendors to submit pricing information by telephone or written quotation. District accounts are then awarded to those firms that provide the best prices, discounts, etc.
  - B. to purchase items or services costing more than \$500 and up to \$3,500, quotations will be solicited from vendors and received by telephone, fax or mail, preferably from two or more sources, prior to selecting a preferred supplier and processing a purchase order. The Administrator and Office Manager must approve purchase orders.
  - C. to purchase items or services costing more than \$3,500, suppliers will provide written quotes for consideration and recommendation to the Board for award of contract.
  - D. vehicles will be purchased through the State's Vehicle Procurement Program, unless they can be acquired at the same cost or less expensively from local sources by competitive quotation bids in accordance herewith.
  - E. assets of the District may only be disposed of with the approval of the Board for each disposal and quotations for all disposals shall be obtained from more than two vendors for cash on delivery prices, with the disposal going to the highest bidder.
  - F. whenever quotations are received they shall be opened in the presence of three staff of the district and a listing made contemporaneously by the secretary of the identity of each bidder and the key elements of the bid.



# Pauma Valley Community Services District Administrative Procedures and Rules

04/28/09

# NON-RECURRING PURCHASING POLICY

Revision Date: 07/26/21

- 1. It is the policy of the District that in general, purchases of items and services by the District shall be made from the lowest cost vendor consistent with the fulfillment of the specification.
  - A. the GM and/or Office Manager have the authority to purchase small items such as office supplies, auto parts, and other miscellaneous items costing up to \$5,000. The GM and/or Office Manager shall use good judgement to ensure that suppliers provide the best prices, discounts, etc.
    - a. Note: The Board will not do a 2<sup>nd</sup> review before purchase.
  - B. the GM has the authority to purchase items or services costing \$5,000 and up to \$50,000. Two or more price comparisons shall be made prior to selecting a preferred supplier and processing a purchase order. The GM must ensure the items are "in budget", the items or services are of "like" kind, and the selection is made based on the best overall value with emphasis on cost, warranty and reputation of contractor (if for a service) factored in.
    - a. Note: The Board will not do a 2<sup>nd</sup> review before purchase.
  - C. the GM has the authority to purchase items or services costing greater than \$50,000, with Board review and approval. Two or more written quotations will be solicited from reputable suppliers with good business reviews. Prior to selecting a preferred supplier and processing a purchase order the GM must ensure the items are "in budget", the items or services are of "like" kind, and the selection is made based on the best overall value with emphasis on cost, warranty and reputation of contractor (if for a service) factored in.
    - a. Note: The Board will review the written quotations before approving the purchase and require 2 signatures (the GM and the Board President or Treasurer).
  - D. vehicles may be purchased after Board approval. The GM must ensure the items are "in budget". The GM shall review of the State's Vehicle Procurement Program, but may purchase vehicles from local sources or on-line.

# Summary:

\$0-%5,000	GM or Office Manager	no Board review, if in budget	no bids
\$5,000-\$50,000	GM	no Board review, if in budget	2 price comps
\$50,000 +	GM	Board final review	written quotes to spec