

# PAUMA VALLEY COMMUNITY SERVICES DISTRICT

33129 Cole Grade Road  
Pauma Valley, CA 92061  
PHONE: (760) 742-1909 | FAX: (760) 742-1588

## NOTICE OF SPECIAL MEETING

**DATE:** Monday, April 15<sup>th</sup>, 2024  
**TIME:** 10:00 AM – **Open Session**  
**VENUE:** Robert Trent Jones Room, Pauma Valley Country Club  
15835 Pauma Valley Drive, Pauma Valley, CA 92061

### Pauma Valley Community Services District Mission

*“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.”*

## AGENDA

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1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment Period**

Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of the District; however, State law precludes the Board of Directors from taking action on or engaging in extended deliberations concerning items of business which are not on the agenda. Any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the agenda, an opportunity will be given to address the Board when the matter is considered. **Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.**

-- CLOSED SESSION --

5. **The Board of Directors Will Meet in a Closed Session to Discuss:**
  - A. **CONFERENCE WITH LEGAL COUNSEL**  
**Potential/Threatened/Anticipated Litigation**  
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b) (Two (2) Matters)

**B. CONFERENCE WITH LEGAL COUNSEL**

**Existing Litigation**

Pursuant to Government Code Section 54956.9(d)(1)

Rancho Pauma Mutual Water Company vs Pauma Valley Community Services District

(San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)

**6. Open Session**

A. Reportable Actions.

**-- CONSENT ITEMS --**

**Items 7-17** appearing on the Consent Calendar may be voted on by a single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors, or the public, requests removal prior to a vote on a motion to approve the items. Such items removed will be considered separately for action by the Board.

**7. Minutes of the Regular Board Meeting of January 22<sup>nd</sup>, 2024**

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on January 22<sup>nd</sup>, 2024.

Staff Recommendation:

Approve and file the January 22<sup>nd</sup>, 2024, PVCSD Board of Directors Meeting Minutes.

**8. Minutes of the Special Board Meeting of February 29<sup>th</sup>, 2024**

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on February 29<sup>th</sup>, 2024.

Staff Recommendation:

Approve and file the February 29<sup>th</sup>, 2024, PVCSD Board of Directors Meeting Minutes.

**9. Minutes of the Special Board Meeting of March 07<sup>th</sup>, 2024**

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on March 07<sup>th</sup>, 2024.

Staff Recommendation:

Approve and file the March 07<sup>th</sup>, 2024, PVCSD Board of Directors Meeting Minutes.

**10. Minutes of the Special Board Meeting of March 19<sup>th</sup>, 2024**

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on March 19<sup>th</sup>, 2024.

Staff Recommendation:

Approve and file the March 19<sup>th</sup>, 2024, PVCSD Board of Directors Meeting Minutes.

**11. Review of Balance Sheet, Revenue and Expense Reports**

These reports disclose PVCSD financial statements for the months of December of 2023 as well as January and February of 2024.

Staff Recommendation:

Receive and file the PVCSD Financial Statements for the months of December of 2023 as well as January and February of 2024.

**12. Accounts Receivable Reports**

This report discloses PVCSD Accounts Receivable for the months of December 2023 and January through February 2024.

Staff Recommendation:

Receive and file the PVCSD Accounts Receivable Reports for the months of December 2023 and January through February 2024.

**13. PVCSD Security Reports**

This report discloses security and gate activity for the months of January and February 2024.

Staff Recommendation:

Receive and file the PVCSD Security Reports for the months of January and February 2024.

**14. Expense Reimbursement Report**

This report discloses expense reimbursements in compliance with GCC Section 53065.5 for the fiscal year 2022-2023.

Staff Recommendation:

Receive and file the Employee Expense Reimbursement Report.

**15. Employee Benefits Summary**

This report discloses benefits available to all employees for the fiscal year 2023-2024.

Staff Recommendation:

Receive and file the PVCSD Employee Benefits Summary Report.

**16. Professional Services Agreement (PSA) Amendment**

On March 4<sup>th</sup>, 2024, the General Manager, acting within his assigned authority, approved a PSA Amendment with Carollo to provide as-needed professional engineering services required to accomplish the organizational mission.

Staff Recommendation:

This item is for informational purposes only.

**17. Professional Services Agreement with “Flow Right”**

This is an executed Professional Services Agreement with Flow Right following the recent sewer lateral failure and repair.

Staff Recommendation:

Receive and file the Professional Services Agreement.

**-- ACTION ITEMS --**

**18. Constituent Challenge of Ordinance 50, 54, and Request for Reimbursement**

The Board of Directors will consider Mr. Zann Villanueva’s challenge of Ordinance 50 and 54. Additionally, Mr. Villanueva is requesting that the District Board of Directors authorize reimbursement to him for the cost of his privately hired plumber to investigate an obstruction within his sewer lateral pipe.

Staff Recommendation:

Discuss and take action as appropriate.

**19. Financial Audit Report for the Fiscal Year Ending June of 2023**

The Board of Directors will consider accepting the financial audit report and presentation prepared by Mr. Paul Kaymark of Nigro & Nigro for the fiscal year ending June 2023.

Staff Recommendation:

1. Accept the financial audit report for the fiscal year ending 2023.
2. Discuss and take other action as appropriate.

**20. Pump Station Condition Assessment and Redundancy Report**

The Board of Directors will consider authorizing the General Manager to approve Carollo's proposal to perform a field level condition assessment and overall analysis of the lift stations to deliver an actionable plan to better respond to pump station failures, as well as incapacity.

Staff Recommendation:

1. Authorize the General Manager to approve Carollo's proposal.
2. Discuss and take other action as appropriate.

**21. Authorization of an Emergency Support Services Agreement with Yuima Municipal Water District**

The Board of Directors will consider authorizing an Emergency Support Services Agreement with Yuima Municipal Water District (Yuima) to allow the District to access Yuima's potable water system via local hydrants in the Oak Tree Community for routine and emergency maintenance activities as it relates to the wastewater collection system.

Staff Recommendation:

1. Authorize the Emergency Support Services Agreement with Yuima Municipal Water District.
2. Discuss and take other action as appropriate.

**22. Employee Handbook Update**

The Board of Directors will consider approving an amended Employee Handbook developed by former legal counsel, reviewed by current general counsel, which governs several policies for all District employees.

Staff Recommendation:

1. Approve the amended Employee Handbook.
2. Discuss and take other action as appropriate.

**23. Revised Salary Schedule for the Position of "Office Clerk"**

The current salary schedule for the position of "Office Clerk" is non-compliant with the San Diego's minimum wage and must therefore be updated to reflect this new minimum wage. Additionally, retaining key talent for this position has been difficult within the range of compensation provided.

Staff Recommendation:

1. Approve the revised salary schedule "Exhibit B" via Resolution.
2. Discuss and take other action as appropriate.

**24. Utilize Neste, Brudin and Stone (NBS) to Collect Dues Via the Tax Roll**

The Board of Directors will consider authorizing the General Manager to approve the contract with NBS to collect District dues via the tax roll.

Staff Recommendation:

1. Authorize the General Manager to approve NBS for the collection of dues via the tax roll.
2. Discuss and take other action as appropriate.

**25. Outsource Payroll**

The Board of Directors will consider authorizing staff to engage an external company for payroll services aiming to improve efficiency, enhance Human Resources and allocate staff time more effectively.

Staff Recommendation:

1. Authorize the General Manager to outsource payroll operations.
2. Discuss and take other action as appropriate.

**26. Website Revamp and Compliance Implementation**

The Board of Directors will consider an immediate or a budgeted effort to revamp the District website in addition to including all mandated compliance requirements for Public Agencies via Streamline.

Staff Recommendation:

1. Authorize the General Manager to engage Streamline immediately.
2. Discuss and take other action as appropriate.

**-- DISCUSSION ITEMS --**

**27. Storm Drain Channel Along the Eighth Fairway Update and Report** – General Manager Steinlicht

**28. Solar System Project Status Update** – General Manager Steinlicht

**29. “Kennedy Communications” Discussions** – General Manager Steinlicht

**30. Roadway Association Ad-Hoc Committee Update** – Vice President Esparza

**-- INFORMATIONAL ITEMS --**

**31. General Manager’s Report**

**32. Miscellaneous Items**

- A. Requested items for future agendas (**Directors and Staff Only**)
  - a) Email List (Via Survey)
  - b) District Newsletter
  - c) Website Revamp and Transparency Update
  - d) Cost of Living Adjustment and Salary Survey
  - e) Employee Handbook Revisions
  - f) Agreement with RPMWC for SGMA
  - g) Analysis for Outsourcing Security and Sanitation Services
  - h) Updates on District Policy Handbook
  - i) Criteria for Restricting RFID Access to Dangerous Individuals
  - j) Critical Spare Part Inventory Replacement Program
  - k) Computerized Management Maintenance System (CMMS)
  - l) Treatment Plant Rehabilitation and Improvement
  - m) Lift Stations and Wet Well Redundancy and Analysis
  - n) Amend Ordinance 54 (Quantify Cost) and 55

- B. Board Comments
- C. Announcements
- D. **Next Regular Meeting of the Board of Directors:**
  - a) **Tuesday, May 28<sup>th</sup>, 2024, at 10 AM.**

### **33. Adjournment**

Pursuant to California Government Code Section 54954.2, this agenda is published on the District's website and at the designated meeting location listed above. This posting occurs no less than seventy-two (72) hours prior to the specified date and time of the meeting, except in the case of a Special Meeting where the posting period is no less than twenty-four (24) hours. All public records relating to each agenda item, including those distributed earlier than the above posting timeframes, will be made accessible at the office of the District Secretary located at 33129 Cole Grade Road, Pauma Valley, CA.

To request a disability-related modification or accommodation regarding agendas or attendance, contact Marissa Fehling, at [Marissa.Fehling@PaumaValleycsd.ca.gov](mailto:Marissa.Fehling@PaumaValleycsd.ca.gov) at least forty-eight (48) hours before the meeting.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Minutes of a Regular Meeting of the Board of Directors**

**Held on January 22<sup>nd</sup>, 2024**

**Directors Present:** Roland Skumawitz, Michael Esparza, Larry Curtis & Richard Collins  
**Directors Absent:** Jodie Lawston  
**Also Present:** Charles Mathews, Jeffrey Morris of DPMC, General Manager Eric Steinlicht, Interim Office Manager Marissa Fehling

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1. Call to Order: Regular Meeting was called to order at 10:00 a.m. by President Skumawitz.
2. Pledge of Allegiance: The Pledge of Allegiance was led by President Skumawitz.
3. Roll Call: Fehling verified that a quorum was present.
4. Public Comment Period:  
Mathews communicated that he wished to make a public comment and emphasized that he wanted the Board to be aware that he is not obligated to fill out a Request to Speak form. Mathews raised concerns about the Board's acceptance of the November financial statements as presented and inquired about the absence of the December financial statements. Additionally, he pointed out that the statements do not align with GASB standards due to the lack of monthly reporting of depreciation.

**--CLOSED SESSION--**

5. The Board of Directors Will Meet in a Closed Session to Discuss
  - A. **CONFERENCE WITH LEGAL COUNSEL**  
Potential/Threatened/Anticipated Litigation  
Significant Exposure to Litigation  
Pursuant to Government Code Section 54956.9(b)  
(Two (2) Matters)
  - B. **CONFERENCE WITH LEGAL COUNSEL**  
Existing Litigation  
Pursuant to Government Code Section 54956.9(d)(1)  
Rancho Pauma Mutual Water Company vs Pauma Valley Community Services District  
(San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)

The Board proceeded into closed session at 10:04 a.m.

6. Open Session
  - A. Reportable Actions

The meeting was resumed in open session at 11:11 a.m., and there were no reportable actions to be disclosed.

**--CONSENT ITEMS--**

Items 7-11 appearing on the Consent Calendar may be voted on by single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors, or the public, requests removal prior to a vote on a motion to approve the items. Such items removed will be considered separately for action by the Board.

7. Minutes of the Special Board Meeting of November 27<sup>th</sup>, 2023
8. Review of Balance Sheet, Revenue, and Expense for November 2023

9. Accounts Receivable Reports
10. PVCSD Security Reports
11. Resolution Increasing the Security Division Rates

Mathews pointed out some discrepancies in the November financial statements. Esparza informed that he would like to have items 7 and 8 pulled for clarification and corrections. Upon a motion by Curtis, seconded by Collins and a unanimous vote, items 9 through 11 were adopted as presented. Esparza gave corrections to items 14 and 18 in the November Minutes. Upon a motion by Esparza, seconded by Skumawitz, and a unanimous vote, the November Minutes were approved with the corrections made herein.

**--ACTION ITEMS--**

12. Plant Utility Vehicle Leasing Proposal

The Board of Directors will consider authorizing the General Manager to lease a plant utility vehicle for PVCSD Mission support.

Staff Recommendation:

1. Authorize the General Manager to lease a plant utility vehicle for PVCSD.
2. Discuss and take other action as appropriate.

Steinlicht provided clarification that the Utility Worker is presently using a rental truck, outlining the specific purposes for which the utility vehicle is used. Steinlicht detailed the leasing alternatives he had investigated. Collins inquired about the vehicle's use beyond the Pauma Valley Country Club Estate (PVCCE) gates, Steinlicht confirmed its necessity outside the PVCCE gates. Upon a motion by Curtis, seconded by Collins, and a unanimous vote, the General Manager was authorized to lease a plant utility vehicle for PVCSD Mission support.

13. Emergency Sewer Lateral Repair

The Board of Directors will consider authorizing the General Manager to approve a quote to perform an emergency repair on a resident's public sewer lateral that has become disconnected from the District's sewer main.

Staff Recommendation:

1. Authorize the General Manager to approve the emergency sewer lateral repair quote.
2. Discuss and take other action as appropriate.

Steinlicht presented an overview of the issues associated with the previously adopted Ordinance 54. Steinlicht disclosed the identification of a potential problem, a lateral obstructing a homeowner's sewer line. Steinlicht elaborated on the budget, outlining the anticipated costs for this repair. Skumawitz inquired about Steinlicht's plan for conducting an analysis of the District's potential problem areas. Collins suggested sending homeowners a letter advising regular sewer line cleanouts. Esparza recalled Armstrong's recommendation for evaluating infrastructure or an organization covering such recommendations. Esparza emphasized that if plumbing codes were to be enforced, they should be adopted into policy. Esparza recommended Steinlicht contact the county to make certain whether a permit is required before proceeding. Upon a motion by Esparza, seconded by Curtis, and a unanimous vote, the General Manager was authorized to approve the emergency sewer lateral repair quote.

14. Strategic Planning Facilitation



On May 4<sup>th</sup>, 2023, the Board of Directors approved Strategic Planning Facilitation Services with Mr. Jeff Armstrong. Mr. Armstrong has submitted an amended proposal that adjusts the number of hours dedicated to the strategic planning process as well as the proposed hourly rate. With these adjustments, Mr. Armstrong's proposal remains competitive and his experience with the District adds significant value.

Staff Recommendation:

1. Authorize the General Manager to approve Mr. Armstrong's updated proposal.
2. Discuss and take other action as appropriate.

Steinlicht conveyed his support for Armstrong's proposal, emphasizing its competitiveness even with the increased pricing. He highlighted Armstrong's familiarity with the challenges faced by the District. Following a motion by Esparza, seconded by Curtis, and a unanimous vote, the General Manager was approved to accept Jeff Armstrong's updated proposal for Strategic Planning Facilitation.

15. Election of Officers for Calendar Year 2024

The Board of Directors will vote to fill the Secretary's role vacated by Director Potalivo, and fill other vacancies as needed.

Staff Recommendation:

1. Entertain a motion for the position of Secretary.
2. Discuss and take other action as appropriate.

Skumawitz clarified that the purpose of this agenda item was to consider a motion to fill the vacant Secretary position. Skumawitz then nominated Director Curtis for the role of Secretary of the PVCSD Board of Directors. Upon a motion by Skumawitz, seconded by Esparza, and a unanimous vote Director Curtis was elected as the Secretary of the PVCSD Board of Directors.

**--DISCUSSION ITEM--**

16. Three (3) Minute Rule for Public Comment – Director Curtis

Curtis provided his rationale for advocating that the Board permit the public to complete their comments beyond the 3-minute mark. Collins expressed his belief that out of respect, speakers should be allowed to finish, but suggested keeping the comments around the 3-minute duration. Skumawitz noted that, as a courtesy, if a speaker is on the verge of concluding and goes slightly over the 3-minute mark, they would be allowed to finish their comment. Esparza pointed out that currently, the decision to allow more time for public comments is ultimately up to the President of the Board.

17. Solar System Project Status Update – General Manager Steinlicht

Steinlicht provided an update on the Solar Project. Curtis inquired about the panels currently in place and potential lease options for the project. Steinlicht explained that the specifics are still being worked on and assured that he would report back with more concrete data and seek requests for quotations (RFQ) once more details are available.

18. AED Compliance and County Guidelines – General Manager Steinlicht

Steinlicht informed that Director Esparza had requested an examination of AED (Automated External Defibrillator) compliance. Steinlicht confirmed that the District is currently in adherence to AED guidelines.

19. PVCSD and RPMWC Status Update – President Skumawitz

Skumawitz informed that there are no new updates.

20. PVCSD and PVRA Ad-Hoc Committee Update – Vice President Esparza  
Esparza provided information that legal counsel is presently reviewing potential service options the District can offer. Esparza added that the General Manager is investigating the appropriate valuation of staff to assume the Pauma Valley Roadway duties being requested.

**--INFORMATIONAL ITEMS--**

21. General Manager's Report  
Steinlicht provided the General Manager's Report, summarizing the challenges he has been addressing and resolving. He highlighted the need for an analysis concerning Ordinance 54. Esparza raised the issue that staff was logged out of SCADA twice, attributing it to the direction of Jeff Pape from Dudek, RPMWC's consultant. Curtis commended Steinlicht on the recently assembled Critical Failure Binder for staff.

22. Miscellaneous Items

- A. Requested items for future agendas (Directors and Staff Only)
- a) Email List
  - b) Website Revamp and Transparency Update
  - c) Cost of Living Adjustment and Salary Survey
  - d) Employee Handbook Revisions
  - e) Agreement with RPMWC for SGMA
  - f) CHP Satellite Office and RPMWC
  - g) Tasers for Security
  - h) Analysis for Outsourcing Security and Gate Services and Sanitation
  - i) Updates on District Policy Handbook
  - j) Criteria for Restricting RFID Access to Dangerous Individuals
  - k) Critical Spare Part Inventory Replacement Program
  - l) Computerized Management Maintenance System (CMMS)
  - m) Treatment Plant Rehabilitation and Improvement
  - n) Amend Ordinance 54 and 55
- B. Board Comments – Esparza proposed that the costs linked to rectifying the past CalPERS errors should be divided, with a 50/50 split between the District and RPMWC.
- C. Announcements – Steinlicht shared that he was recently elected to serve on the Board of Directors for CEWEA (California Water Environment Association).
- D. Next Regular Meeting TBD by the Board of Directors.

23. Adjournment

With nothing further to discuss, a motion was made by Director Skumawitz to adjourn at 12:03 p.m., seconded by Director Curtis, and unanimously approved.

*Marissa Fehling*

Marissa Fehling, Recording Secretary

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Minutes of a Special Meeting of the Board of Directors**

**Held on February 29, 2024**

**Directors Present:** Michael Esparza, Larry Curtis & Richard Collins  
**Directors Absent:** Jodie Lawston, Roland Skumawitz  
**Also Present:** General Manager Eric Steinlicht, Office Manager Marissa Fehling

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1. Call to Order: Special Meeting was called to order at 2:15 p.m. by Michael Esparza.
2. Pledge of Allegiance: Not done
3. Roll Call: Fehling verified that a quorum was present.
4. Public Comment Period:  
No public comments.

**--CLOSED SESSION--**

5. The Board of Directors Will Meet in a Closed Session to Discuss
  - A. **CONFERENCE WITH LEGAL COUNSEL**  
**Existing Litigation**  
Pursuant to Government Code Section 54956.9(d)(1)  
Ranch Pauma Mutual Water Company vs Pauma Valley Community Services District  
(San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)

The Board entered closed session at 2:16 p.m.

6. Open Session
  - A. Reportable Actions

The meeting was reconvened to open session at 4:00 p.m. with no reportable actions.
7. Adjournment  
With nothing further to discuss, a motion was made by Director Esparza to adjourn at 4:01 p.m., seconded by Director Collins, and unanimously approved.

*Marissa Fehling*

Marissa Fehling, Recording Secretary

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Minutes of a Special Meeting of the Board of Directors**

**Held on March 07, 2024**

**Directors Present:** Michael Esparza, Larry Curtis, Richard Collins, Jodie Lawston & Jeff Morris

**Also Present:** General Manager Eric Steinlicht, Office Manager Marissa Fehling

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1. Call to Order: Special Meeting was called to order at 1:57 p.m. by Roland Skumawitz.
2. Pledge of Allegiance
3. Roll Call: Fehling verified that a quorum was present.
4. Public Comment Period:  
No public comments.

**--CLOSED SESSION--**

5. The Board of Directors Will Meet in a Closed Session to Discuss
  - A. **CONFERENCE WITH LEGAL COUNSEL**  
**Existing Litigation**  
Pursuant to Government Code Section 54956.9(d)(1)  
Ranch Pauma Mutual Water Company vs Pauma Valley Community Services District  
(San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)
  - B. **CONFERENCE WITH LEGAL COUNSEL**  
**Potential/Threatened/Anticipated Litigation**  
Significant Exposure to Litigation  
Pursuant to Government Code Section 54956.9(b)  
(one (1) Matter)

The Board entered closed session at 1:58 p.m.  
Lawston left the meeting at 2:29 p.m.

6. Open Session
  - A. Reportable Actions

The meeting was reconvened to open session at 3:12 p.m. with no reportable actions.
7. Adjournment  
With nothing further to discuss, a motion was made by Director Skumawitz to adjourn at 3:13 p.m., seconded by Director Collins, and unanimously approved.

*Marissa Fehling*

Marissa Fehling, Recording Secretary

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Minutes of a Special Meeting of the Board of Directors**

**Held on March 19, 2024**

**Directors Present:** Roland Skumawitz, Larry Curtis, and Richard Collins  
**Directors Absent:** Michael Esparza and Jodie Lawston  
**Also Present:** Jeffery Morris of DPMC, General Manager Eric Steinlicht, and Office Manager Marissa Fehling

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1. Call to Order: Special Meeting was called to order at 10:01 a.m. by Roland Skumawitz.
2. Pledge of Allegiance: The Pledge of Allegiance was led by Director Curtis.
3. Roll Call: Fehling verified that a quorum was present.
4. Public Comment Period:  
No public comments.

**--CLOSED SESSION--**

5. The Board of Directors Will Meet in a Closed Session to Discuss
  - A. **CONFERENCE WITH LEGAL COUNSEL**  
**Existing Litigation**  
Pursuant to Government Code Section 54956.9(d)(1)  
Ranch Pauma Mutual Water Company vs Pauma Valley Community Services District  
(San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)

The Board entered closed session at 10:02 a.m.

6. Open Session
  - A. Reportable Actions

The meeting was reconvened to open session at 10:25 a.m. with the following reportable actions:

On Item 5, CONFERENCE WITH LEGAL COUNSEL Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Rancho Pauma Mutual Water Company vs Pauma Valley Community Services District (San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC), a motion was made by Director Curtis, second by Director Collins to approve an MOU with Rancho Pauma Mutual Water Company.

The motion passed 3-0.

7. Adjournment  
With nothing further to discuss, a motion was made by Director Skumawitz to adjourn at 10:26 a.m., seconded by Director Curtis, and unanimously approved.

Eric Steinlicht, Recording Secretary

## Balance Sheet

As of December 31, 2023

Accrual Basis

	Dec 31, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	
100 · Petty Cash	368
102 · Checking	261,788
110 · ResFunds/L.A.I.F.	626
Total Cash	262,782
111 · LAIF Fair Market Value	-8
Total Checking/Savings	262,775
Accounts Receivable	
120 · Dues Receivable	56,341
121 · Accounts Receivable	459
Total Accounts Receivable	56,800
Other Current Assets	
122 · Accounts Receivable- Other	14,792
125 · Due from RPMWC	41,268
131 · Interest Receivable	54
135 · Property Tax Receivable	1,284
140 · Prepaid Insurance	4,891
140.6 · PrePaid Wkrs Comp Ins	-0
140.7 · Prepaid Solar Rooftop Lease	23,250
141 · Prepaid Others	-148
Total Other Current Assets	85,392
Total Current Assets	404,966
Fixed Assets	
2,633,353	
Other Assets	
138 · Investment in USLRGMA	-6,446
196 · Deferred Outflows - Pension	
196.1 · Contributions	68,424
196.2 · Pension Related	1,155,969
Total 196 · Deferred Outflows - Pension	1,224,393
Total Other Assets	1,217,947
<b>TOTAL ASSETS</b>	<b>4,256,266</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
201 · Accounts Payable	46,309
Total Accounts Payable	46,309
Other Current Liabilities	
203 · PERS Vacation Liability	32,129
205 · Accrued State Payroll Taxes	184
206.1 · Accrued Retirement	1,930
2110 · Direct Deposit Liabilities	-178
219 · Compensated Employees Absences	18,638
Total Other Current Liabilities	52,702
Total Current Liabilities	99,011
Long Term Liabilities	
220 · Net Pension	317,882
221 · Deferred Inflows - Pensions	1,576,071
Total Long Term Liabilities	1,893,953
Total Liabilities	1,992,964
Equity	
460 · Retained Earnings	2,277,460
Net Income	-14,157
Total Equity	2,263,302
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,256,266</b>

PV COMMUNITY SERVICES DISTRICT  
 Revenue & Expense Budget Performance

4:17 PM  
 03/19/2024  
 Accrual Basis

	Dec 23	Jul - Dec 23	Annual Budget	% of Budget
Ordinary Income/Expense				
Income				
661 - Sewer Charges	44,756.58	268,539.48	537,079.00	50.0%
661.5 - Security Patrol Charges	46,541.64	282,454.11	558,500.00	50.57%
662 - Property Tax	43,770.77	57,180.43	126,737.00	45.12%
662.1 - Connection Fees	0.00	0.00	0.00	0.0%
663 - Interest	2.10	22.20	0.00	100.0%
663.1 - LAIF Fair Market Value Revenue	0.00	0.00	0.00	0.0%
664 - Other				
664.2 - Admin Services	75.00	75.00	0.00	100.0%
664.6 - Hangar Land Lease	225.00	450.00	1,020.00	44.12%
664.8 - Gate Damages	0.00	480.00	0.00	100.0%
664 - Other - Other	6,928.10	8,128.10	2,400.00	338.67%
Total 664 - Other	7,228.10	9,133.10	3,420.00	267.05%
665 - Security Gate Charge	37,500.00	225,000.00	450,000.00	50.0%
666.5 - RFID Tags	856.20	4,042.70	4,200.00	96.26%
667 - Delinquent Charges	1,188.78	5,278.93	6,510.00	81.09%
668 - Vacant Lot/Sewer Availability	396.00	2,376.00	4,752.00	50.0%
670 - Reimbursement Revenue	5,250.00	6,700.00		
Total Income	187,490.17	860,726.95	1,691,198.00	50.9%
Gross Profit	187,490.17	860,726.95	1,691,198.00	50.9%
Expense				
Depreciation				
718 - Plant Depreciation	0.00	0.00	94,374.00	0.0%
824 - Bldg Depreciation	0.00	0.00	9,917.00	0.0%
918 - Security Depreciation	0.00	0.00	18,791.00	0.0%
958 - Gate Depreciation	0.00	0.00	12,893.00	0.0%
Total Depreciation	0.00	0.00	135,975.00	0.0%
Dwelling Live	744.35	4,359.78	8,372.00	52.08%
Electrical Utilities				
714 - Electricity	3,814.26	24,677.06	41,324.00	59.72%
812.2 - Office Electricity	0.00	5,452.13	8,786.00	62.06%
956 - Gate Electricity	668.52	4,750.03	7,454.00	63.73%
Total Electrical Utilities	4,482.78	34,879.22	57,564.00	60.59%
Equipment Rentals				
713 - Equipment Rental	0.00	0.00	250.00	0.0%
Total Equipment Rentals	0.00	0.00	250.00	0.0%
Group Health Ins.				
705 - Plant Group Health Ins.	0.00	1,254.28	3,080.00	40.72%
811.4 - Admin Group Health Ins.	1,504.38	9,504.15	31,710.00	29.97%
912 - Patrol Group Health Ins.	3,602.71	14,949.69	31,530.00	47.41%
952.1 - Gate Group Health Ins.	1,120.77	8,579.44	28,820.00	29.77%
Total Group Health Ins.	6,227.86	34,287.56	95,140.00	36.04%
Liability Insurance				
717 - Plant Liability	3,120.97	11,594.37	20,550.00	56.42%
823 - E & O Liability Ins.	574.91	2,135.81	3,920.00	54.49%
911 - Security Liability Ins.	3,531.62	13,119.97	23,490.00	55.85%
952 - Gate Liability Ins.	985.57	3,661.37	6,850.00	53.45%
Total Liability Insurance	8,213.07	30,511.52	54,810.00	55.67%
Miscellaneous Expense				
735 - Plant Miscellaneous	0.00	248.84	1,073.00	23.19%
825 - Admin. Miscellaneous	137.30	1,030.37	10,813.00	9.53%
927 - Patrol Miscellaneous	18.75	177.08	669.00	26.47%
959.1 - Gate Miscellaneous	13.50	153.88	1,298.00	11.86%
Total Miscellaneous Expense	169.55	1,610.17	13,853.00	11.62%
Office Expense				
812 - Office Supplies	2,728.51	14,881.10	18,643.00	79.82%
813 - Telephones	435.66	3,159.62	7,294.00	43.32%
814 - Postage	351.91	1,799.66	4,633.00	38.84%
Office Expense - Other	0.00	557.81		
Total Office Expense	3,516.08	20,398.19	30,570.00	66.73%
Operator Contract Services	7,094.69	41,794.69	72,800.00	57.41%
Payroll Taxes				
703 - Plant Payroll Taxes	0.00	943.56	4,270.00	22.1%
811.3 - Admin. Payroll Taxes	1,316.18	9,549.06	19,720.00	48.42%
916 - Patrol Payroll Taxes	1,640.09	9,881.51	25,410.00	38.89%
951 - Gate Payroll Taxes	1,194.94	6,773.02	19,000.00	35.65%
Payroll Taxes - Other	0.00	309.41		
Total Payroll Taxes	4,151.21	27,456.56	68,400.00	40.14%
PERS Retirement				
707 - Plant PERS	8,657.32	9,385.88	3,340.00	281.01%
811.6 - Admin PERS	9,919.09	15,508.38	16,690.00	92.92%
925 - Patrol PERS	13,509.31	22,906.82	24,290.00	94.31%
953 - Gate PERS	4,290.24	8,971.39	14,220.00	63.09%
PERS Retirement - Other	0.00	361.05		
Total PERS Retirement	36,375.96	57,133.52	58,540.00	97.6%
Repairs & Maintenance				

	Dec 23	Jul - Dec 23	Annual Budget	% of Budget
712 - Plant Repairs & Maintenance				
712.2 - Oak Tree Repair & Maint.	29.35	1,682.04	2,465.00	68.24%
712.3 - Sewer line maintenance	2,498.50	21,267.25	20,868.00	101.91%
712.4 - Sludge Removal	7,620.62	22,860.72	51,525.00	44.37%
712.6 - SCADA maintenance	0.00	515.00	4,900.00	10.51%
712 - Plant Repairs & Maintenance - Other	1,238.72	12,475.87	9,021.00	138.3%
Total 712 - Plant Repairs & Maintenance	11,387.19	58,800.88	88,779.00	66.23%
814.5 - Building Repairs & Maintenance	604.52	10,855.05	13,600.00	79.82%
814.8 - Airpark maintenance	225.00	450.00	900.00	50.0%
954 - Gate Repairs & Maintenance	5,107.01	22,758.00	35,450.00	64.2%
Repairs & Maintenance - Other	0.00	23.85		
Total Repairs & Maintenance	17,323.72	92,887.78	138,729.00	66.96%
Salaries				
702 - Plant Salaries	0.00	11,843.57	47,860.00	24.75%
811.1 - Admin Salaries	16,553.14	93,043.47	222,370.00	41.84%
915 - Patrol Salaries	22,501.40	132,365.10	280,770.00	47.14%
950 - Gate Salaries	13,749.32	86,606.33	205,400.00	42.17%
Total Salaries	52,803.86	323,858.47	756,400.00	42.82%
Security Expense				
919 - Security Telephones	333.67	1,927.21	3,945.00	48.85%
920 - Security Supplies	49.09	451.22	1,206.00	37.42%
924 - Security Fees	0.00	0.00	48.00	0.0%
959 - Gate Supplies	606.56	1,552.58	2,183.00	71.12%
Total Security Expense	989.32	3,931.01	7,382.00	53.25%
Uniforms				
719 - Plant Uniforms	242.02	940.60	1,124.00	83.68%
922 - Security Uniforms	0.00	70.69	1,310.00	5.4%
954.1 - Gate Uniforms	0.00	0.00	954.00	0.0%
Total Uniforms	242.02	1,011.29	3,388.00	29.85%
Vehicles				
716 - Plant Vehicles	437.41	1,518.89	8,810.00	17.24%
917 - Security Vehicles	25.00	636.38	13,340.00	4.77%
Total Vehicles	462.41	2,155.27	22,150.00	9.73%
Workers' Comp. Insurance				
706 - Plant Workers' Comp. Ins	223.68	1,359.82	1,140.00	119.28%
811.5 - Admin Workers' Comp. Ins.	66.19	535.61	950.00	56.38%
913 - Patrol Workers' Comp. Ins.	931.88	6,398.67	9,250.00	69.18%
952.2 - Gate Workers' Comp. Ins.	621.25	4,265.77	10,950.00	38.96%
Total Workers' Comp. Insurance	1,843.00	12,559.87	22,290.00	56.35%
6560 - Payroll Expenses	0.00	0.00		
701 - Drainage	4,700.00	11,168.02	10,000.00	111.68%
712.1 - State Maint. Fee	30,531.00	30,531.00	28,421.00	107.42%
730 - Water Tests & Analysis	397.00	5,304.16	11,694.00	45.36%
815 - Fees	0.00	8,286.03	8,900.00	93.1%
816 - Engineering	4,213.75	24,880.37	25,000.00	99.52%
818 - Schools & Meetings	1,074.47	2,793.54	10,493.00	26.62%
819 - Accounting				
819.1 - Long Term Financial Plan	0.00	15,000.00		
819.2 - Audit	750.00	13,150.00		
819 - Accounting - Other	3,071.80	23,314.51	50,789.00	45.91%
Total 819 - Accounting	3,821.80	51,464.51	50,789.00	101.33%
820 - Legal	3,061.75	49,229.54	53,880.00	91.37%
821.2 - SGMA Technical Study	1,057.18	2,389.23		
921 - Guard Houses /Roadway Lease	0.00	3.00	2.00	150.0%
Total Expense	193,496.83	874,884.30	1,745,792.00	50.11%
Net Ordinary Income	-6,006.66	-14,157.35	-54,594.00	25.93%
Net Income	-6,006.66	-14,157.35	-54,594.00	25.93%



## Balance Sheet

Accrual Basis

As of January 31, 2024

	Jan 31, 24
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	
100 · Petty Cash	368
102 · Checking	233,182
110 · ResFunds/L.A.I.F.	633
Total Cash	234,182
111 · LAIF Fair Market Value	-8
Total Checking/Savings	234,175
Accounts Receivable	
120 · Dues Receivable	54,953
121 · Accounts Receivable	459
Total Accounts Receivable	55,412
Other Current Assets	
122 · Accounts Receivable- Other	14,792
125 · Due from RPMWC	22,361
131 · Interest Receivable	54
135 · Property Tax Receivable	1,284
140 · Prepaid Insurance	3,476
140.6 · PrePaid Wkrs Comp Ins	-0
140.7 · Prepaid Solar Rooftop Lease	23,250
141 · Prepaid Others	-148
1499 · Undeposited Funds	4,734
Total Other Current Assets	69,804
Total Current Assets	359,391
Fixed Assets	
	2,633,560
Other Assets	
138 · Investment in USLRGMA	-6,446
196 · Deferred Outflows - Pension	
196.1 · Contributions	68,424
196.2 · Pension Related	1,155,969
Total 196 · Deferred Outflows - Pension	1,224,393
Total Other Assets	1,217,947
<b>TOTAL ASSETS</b>	<b>4,210,898</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
201 · Accounts Payable	26,154
Total Accounts Payable	26,154
Other Current Liabilities	
203 · PERS Vacation Liability	32,129
204 · Accrued Fed Payroll Taxes	6,447
205 · Accrued State Payroll Taxes	4,189
206.1 · Accrued Retirement	952
2110 · Direct Deposit Liabilities	-80
219 · Compensated Employees Absences	18,638
Total Other Current Liabilities	62,275
Total Current Liabilities	88,430
Long Term Liabilities	
220 · Net Pension	317,882
221 · Deferred Inflows - Pensions	1,576,071
Total Long Term Liabilities	1,893,953
Total Liabilities	1,982,383
Equity	
460 · Retained Earnings	2,277,460
Net Income	-48,944
Total Equity	2,228,516
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,210,898</b>

	Jan 24	Jul '23 - Jan 24	Annual Budget	% of Budget
Ordinary Income/Expense				
Income				
661 · Sewer Charges	44,756.58	313,296.06	537,079.00	58.33%
661.5 · Security Patrol Charges	46,541.64	328,995.75	558,500.00	58.91%
662 · Property Tax	18,714.53	75,894.96	126,737.00	59.88%
662.1 · Connection Fees	0.00	0.00	0.00	0.0%
663 · Interest	8.48	30.68	0.00	100.0%
663.1 · LAIF Fair Market Value Revenue	0.00	0.00	0.00	0.0%
664 · Other				
664.2 · Admin Services	0.00	75.00	0.00	100.0%
664.6 · Hangar Land Lease	0.00	450.00	1,020.00	44.12%
664.8 · Gate Damages	0.00	480.00	0.00	100.0%
664 · Other - Other	200.00	8,328.10	2,400.00	347.0%
Total 664 · Other	200.00	9,333.10	3,420.00	272.9%
665 · Security Gate Charge	37,500.00	262,500.00	450,000.00	58.33%
666.5 · RFID Tags	476.00	4,518.70	4,200.00	107.59%
667 · Delinquent Charges	2,344.05	7,622.98	6,510.00	117.1%
668 · Vacant Lot/Sewer Availability	396.00	2,772.00	4,752.00	58.33%
670 · Reimbursement Revenue	0.00	6,700.00		
Total Income	150,937.28	1,011,664.23	1,691,198.00	59.82%
Gross Profit	150,937.28	1,011,664.23	1,691,198.00	59.82%
Expense				
Depreciation				
718 · Plant Depreciation	0.00	0.00	94,374.00	0.0%
824 · Bldg Depreciation	0.00	0.00	9,917.00	0.0%
918 · Security Depreciation	0.00	0.00	18,791.00	0.0%
958 · Gate Depreciation	0.00	0.00	12,893.00	0.0%
Total Depreciation	0.00	0.00	135,975.00	0.0%
Dwelling Live	744.35	5,104.13	8,372.00	60.97%
Electrical Utilities				
714 · Electricity	3,786.13	28,463.19	41,324.00	68.88%
812.2 · Office Electricity	1,276.07	6,728.20	8,786.00	76.58%
956 · Gate Electricity	568.80	5,318.83	7,454.00	71.36%
Total Electrical Utilities	5,631.00	40,510.22	57,564.00	70.37%
Equipment Rentals				
713 · Equipment Rental	0.00	0.00	250.00	0.0%
Total Equipment Rentals	0.00	0.00	250.00	0.0%
Group Health Ins.				
705 · Plant Group Health Ins.	0.00	1,254.28	3,080.00	40.72%
811.4 · Admin Group Health Ins.	1,685.13	11,189.28	31,710.00	35.29%
912 · Patrol Group Health Ins.	1,802.12	16,751.81	31,530.00	53.13%
952.1 · Gate Group Health Ins.	1,021.61	9,601.05	28,820.00	33.31%
Total Group Health Ins.	4,508.86	38,796.42	95,140.00	40.78%
Liability Insurance				
717 · Plant Liability	932.27	12,526.64	20,550.00	60.96%
823 · E & O Liability Ins.	171.73	2,307.54	3,920.00	58.87%
911 · Security Liability Ins.	1,054.93	14,174.90	23,490.00	60.34%
952 · Gate Liability Ins.	294.41	3,955.78	6,850.00	57.75%
Total Liability Insurance	2,453.34	32,964.86	54,810.00	60.14%
Miscellaneous Expense				
735 · Plant Miscellaneous	10.50	259.34	1,073.00	24.17%
825 · Admin. Miscellaneous	76.25	1,106.62	10,813.00	10.23%
927 · Patrol Miscellaneous	138.93	316.01	669.00	47.24%
959.1 · Gate Miscellaneous	33.25	187.13	1,298.00	14.42%
Total Miscellaneous Expense	258.93	1,869.10	13,853.00	13.49%
Office Expense				
812 · Office Supplies	2,926.04	17,807.14	18,643.00	95.52%
813 · Telephones	783.35	3,942.97	7,294.00	54.06%
814 · Postage	259.00	2,058.66	4,633.00	44.44%
Office Expense - Other	0.00	557.81		
Total Office Expense	3,968.39	24,366.58	30,570.00	79.71%
Operator Contract Services	7,700.00	49,494.69	72,800.00	67.99%
Payroll Taxes				
703 · Plant Payroll Taxes	575.43	1,518.99	4,270.00	35.57%
811.3 · Admin. Payroll Taxes	2,557.76	12,106.82	19,720.00	61.39%
916 · Patrol Payroll Taxes	4,314.85	14,196.36	25,410.00	55.87%
951 · Gate Payroll Taxes	2,632.25	9,405.27	19,000.00	49.5%
Payroll Taxes - Other	0.00	309.41		
Total Payroll Taxes	10,080.29	37,536.85	68,400.00	54.88%
PERS Retirement				
707 · Plant PERS	316.94	9,702.82	3,340.00	290.5%
811.6 · Admin PERS	1,793.33	17,301.71	16,690.00	103.67%
925 · Patrol PERS	2,884.14	25,790.96	24,290.00	106.18%
953 · Gate PERS	1,294.86	10,266.25	14,220.00	72.2%
PERS Retirement - Other	34.45	395.50		
Total PERS Retirement	6,323.72	63,457.24	58,540.00	108.4%
Repairs & Maintenance				
712 · Plant Repairs & Maintenance				
712.2 · Oak Tree Repair & Maint.	0.00	1,682.04	2,465.00	68.24%
712.3 · Sewer line maintenance	31,500.00	52,767.25	20,868.00	252.86%
712.4 · Sludge Removal	0.00	22,860.72	51,525.00	44.37%

	Jan 24	Jul '23 - Jan 24	Annual Budget	% of Budget
712.6 · SCADA maintenance	1,030.00	1,545.00	4,900.00	31.53%
712 · Plant Repairs & Maintenance - Other	3,575.39	16,051.26	9,021.00	177.93%
Total 712 · Plant Repairs & Maintenance	36,105.39	94,906.27	88,779.00	106.9%
814.5 · Building Repairs & Maintenance	2,062.68	12,917.73	13,600.00	94.98%
814.8 · Airpark maintenance	0.00	450.00	900.00	50.0%
954 · Gate Repairs & Maintenance	3,553.87	26,311.87	35,450.00	74.22%
Repairs & Maintenance - Other	0.00	23.85		
Total Repairs & Maintenance	41,721.94	134,609.72	138,729.00	97.03%
Salaries				
702 · Plant Salaries	4,897.20	16,740.77	47,860.00	34.98%
811.1 · Admin Salaries	24,426.70	117,470.17	222,370.00	52.83%
915 · Patrol Salaries	39,425.33	171,790.43	280,770.00	61.19%
950 · Gate Salaries	21,538.68	108,145.01	205,400.00	52.65%
Total Salaries	90,287.91	414,146.38	756,400.00	54.75%
Security Expense				
919 · Security Telephones	137.83	2,065.04	3,945.00	52.35%
920 · Security Supplies	49.09	500.31	1,206.00	41.49%
924 · Security Fees	0.00	0.00	48.00	0.0%
959 · Gate Supplies	49.09	1,601.67	2,183.00	73.37%
Total Security Expense	236.01	4,167.02	7,382.00	56.45%
Uniforms				
719 · Plant Uniforms	86.64	1,027.24	1,124.00	91.39%
922 · Security Uniforms	0.00	70.69	1,310.00	5.4%
954.1 · Gate Uniforms	0.00	0.00	954.00	0.0%
Total Uniforms	86.64	1,097.93	3,388.00	32.41%
Vehicles				
716 · Plant Vehicles	346.76	1,865.65	8,810.00	21.18%
917 · Security Vehicles	417.47	1,053.85	13,340.00	7.9%
Total Vehicles	764.23	2,919.50	22,150.00	13.18%
Workers' Comp. Insurance				
706 · Plant Workers' Comp. Ins	223.68	1,583.50	1,140.00	138.9%
811.5 · Admin Workers' Comp. Ins.	66.19	601.80	950.00	63.35%
913 · Patrol Workers' Comp. Ins.	931.88	7,330.55	9,250.00	79.25%
952.2 · Gate Workers' Comp. Ins.	621.25	4,887.02	10,950.00	44.63%
Total Workers' Comp. Insurance	1,843.00	14,402.87	22,290.00	64.62%
6560 · Payroll Expenses	0.00	0.00		
701 · Drainage	300.00	11,468.02	10,000.00	114.68%
712.1 · State Maint. Fee	0.00	30,531.00	28,421.00	107.42%
730 · Water Tests & Analysis	265.00	5,569.16	11,694.00	47.62%
815 · Fees	70.73	8,356.76	8,900.00	93.9%
816 · Engineering	0.00	24,880.37	25,000.00	99.52%
818 · Schools & Meetings	232.09	3,025.63	10,493.00	28.84%
819 · Accounting				
819.1 · Long Term Financial Plan	0.00	15,000.00		
819.2 · Audit	5,449.28	18,599.28		
819 · Accounting - Other	300.00	23,614.51	50,789.00	46.5%
Total 819 · Accounting	5,749.28	57,213.79	50,789.00	112.65%
820 · Legal	2,497.91	51,727.45	53,880.00	96.01%
821.2 · SGMA Technical Study	0.00	2,389.23		
921 · Guard Houses /Roadway Lease	0.00	3.00	2.00	150.0%
Total Expense	185,723.62	1,060,607.92	1,745,792.00	60.75%
Net Ordinary Income	-34,786.34	-48,943.69	-54,594.00	89.65%
Net Income	-34,786.34	-48,943.69	-54,594.00	89.65%

## Balance Sheet

As of February 29, 2024

Accrual Basis

	Feb 29, 24
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	
100 · Petty Cash	368
102 · Checking	237,649
110 · ResFunds/L.A.I.F.	633
Total Cash	238,650
111 · LAIF Fair Market Value	-8
Total Checking/Savings	238,642
Accounts Receivable	
120 · Dues Receivable	51,917
121 · Accounts Receivable	459
Total Accounts Receivable	52,376
Other Current Assets	
122 · Accounts Receivable- Other	14,792
125 · Due from RPMWC	34,481
131 · Interest Receivable	54
135 · Property Tax Receivable	1,284
140 · Prepaid Insurance	2,061
140.6 · PrePaid Wkrs Comp Ins	-0
140.7 · Prepaid Solar Rooftop Lease	23,250
141 · Prepaid Others	-148
1499 · Undeposited Funds	903
Total Other Current Assets	76,677
Total Current Assets	367,695
Fixed Assets	
	2,633,560
Other Assets	
138 · Investment in USLRGMA	-6,446
196 · Deferred Outflows - Pension	
196.1 · Contributions	68,424
196.2 · Pension Related	1,155,969
Total 196 · Deferred Outflows - Pension	1,224,393
Total Other Assets	1,217,947
<b>TOTAL ASSETS</b>	<b>4,219,203</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
201 · Accounts Payable	30,234
Total Accounts Payable	30,234
Other Current Liabilities	
203 · PERS Vacation Liability	32,129
204 · Accrued Fed Payroll Taxes	-418
205 · Accrued State Payroll Taxes	3,587
206.1 · Accrued Retirement	953
2100 · Payroll Liabilities	14
2110 · Direct Deposit Liabilities	-80
219 · Compensated Employees Absences	18,638
Total Other Current Liabilities	54,823
Total Current Liabilities	85,056
Long Term Liabilities	
220 · Net Pension	317,882
221 · Deferred Inflows - Pensions	1,576,071
Total Long Term Liabilities	1,893,953
Total Liabilities	1,979,009
Equity	
460 · Retained Earnings	2,277,460
Net Income	-37,266
Total Equity	2,240,193
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,219,203</b>

PV COMMUNITY SERVICES DISTRICT  
 Revenue & Expense Budget Performance

	Feb 24	Jul '23 - Feb 24	Annual Budget	% of Budget
Ordinary Income/Expense				
Income				
661 · Sewer Charges	44,858.45	358,154.51	537,079.00	66.69%
661.5 · Security Patrol Charges	49,807.72	378,803.47	558,500.00	67.83%
662 · Property Tax	3,468.16	79,363.12	126,737.00	62.62%
662.1 · Connection Fees	0.00	0.00	0.00	0.0%
663 · Interest	0.00	30.68	0.00	100.0%
663.1 · LAIF Fair Market Value Revenue	0.00	0.00	0.00	0.0%
664 · Other				
664.2 · Admin Services	10.00	85.00	0.00	100.0%
664.6 · Hangar Land Lease	0.00	450.00	1,020.00	44.12%
664.8 · Gate Damages	375.00	855.00	0.00	100.0%
664 · Other - Other	3,638.75	11,966.85	2,400.00	498.62%
Total 664 · Other	4,023.75	13,356.85	3,420.00	390.55%
665 · Security Gate Charge	40,125.00	302,625.00	450,000.00	67.25%
666.5 · RFID Tags	125.00	4,643.70	4,200.00	110.56%
667 · Delinquent Charges	956.42	8,579.40	6,510.00	131.79%
668 · Vacant Lot/Sewer Availability	384.00	3,156.00	4,752.00	66.41%
670 · Reimbursement Revenue	0.00	6,700.00		
Total Income	143,748.50	1,155,412.73	1,691,198.00	68.32%
Gross Profit	143,748.50	1,155,412.73	1,691,198.00	68.32%
Expense				
Depreciation				
718 · Plant Depreciation	0.00	0.00	94,374.00	0.0%
824 · Bldg Depreciation	0.00	0.00	9,917.00	0.0%
918 · Security Depreciation	0.00	0.00	18,791.00	0.0%
958 · Gate Depreciation	0.00	0.00	12,893.00	0.0%
Total Depreciation	0.00	0.00	135,975.00	0.0%
Dwelling Live	744.35	5,848.48	8,372.00	69.86%
Electrical Utilities				
714 · Electricity	3,565.41	32,028.60	41,324.00	77.51%
812.2 · Office Electricity	612.48	7,340.68	8,786.00	83.55%
956 · Gate Electricity	548.86	5,867.69	7,454.00	78.72%
Total Electrical Utilities	4,726.75	45,236.97	57,564.00	78.59%
Equipment Rentals				
713 · Equipment Rental	0.00	0.00	250.00	0.0%
Total Equipment Rentals	0.00	0.00	250.00	0.0%
Group Health Ins.				
705 · Plant Group Health Ins.	0.00	1,254.28	3,080.00	40.72%
811.4 · Admin Group Health Ins.	2,279.43	13,468.71	31,710.00	42.48%
912 · Patrol Group Health Ins.	2,889.03	19,640.84	31,530.00	62.29%
952.1 · Gate Group Health Ins.	1,140.62	10,741.67	28,820.00	37.27%
Total Group Health Ins.	6,309.08	45,105.50	95,140.00	47.41%
Liability Insurance				
717 · Plant Liability	932.27	13,458.91	20,550.00	65.49%
823 · E & O Liability Ins.	171.73	2,479.27	3,920.00	63.25%
911 · Security Liability Ins.	1,054.93	15,229.83	23,490.00	64.84%
952 · Gate Liability Ins.	294.41	4,250.19	6,850.00	62.05%
Total Liability Insurance	2,453.34	35,418.20	54,810.00	64.62%
Miscellaneous Expense				
735 · Plant Miscellaneous	30.03	289.37	1,073.00	26.97%
825 · Admin. Miscellaneous	96.00	1,202.62	10,813.00	11.12%
927 · Patrol Miscellaneous	42.00	358.01	669.00	53.51%
959.1 · Gate Miscellaneous	26.00	213.13	1,298.00	16.42%
Total Miscellaneous Expense	194.03	2,063.13	13,853.00	14.89%
Office Expense				
812 · Office Supplies	2,700.48	20,507.62	18,643.00	110.0%
813 · Telephones	225.60	4,168.57	7,294.00	57.15%
814 · Postage	0.00	2,058.66	4,633.00	44.44%
Office Expense - Other	0.00	557.81		
Total Office Expense	2,926.08	27,292.66	30,570.00	89.28%
Operator Contract Services	7,700.00	57,194.69	72,800.00	78.56%
Payroll Taxes				
703 · Plant Payroll Taxes	355.16	1,874.15	4,270.00	43.89%
811.3 · Admin. Payroll Taxes	1,259.18	13,366.00	19,720.00	67.78%
916 · Patrol Payroll Taxes	1,730.74	15,927.10	25,410.00	62.68%
951 · Gate Payroll Taxes	1,574.76	10,980.03	19,000.00	57.79%
Payroll Taxes - Other	0.00	309.41		
Total Payroll Taxes	4,919.84	42,456.69	68,400.00	62.07%
PERS Retirement				
707 · Plant PERS	235.32	9,938.14	3,340.00	297.55%
811.6 · Admin PERS	1,108.74	18,410.45	16,690.00	110.31%
925 · Patrol PERS	1,895.64	27,686.60	24,290.00	113.98%
953 · Gate PERS	1,030.98	11,297.23	14,220.00	79.45%
PERS Retirement - Other	0.00	395.50		
Total PERS Retirement	4,270.68	67,727.92	58,540.00	115.7%
Repairs & Maintenance				
712 · Plant Repairs & Maintenance				
712.2 · Oak Tree Repair & Maint.	721.78	2,403.82	2,465.00	97.52%
712.3 · Sewer line maintenance	10,038.75	62,806.00	20,868.00	300.97%
712.4 · Sludge Removal	2,700.00	25,560.72	51,525.00	49.61%

	Feb 24	Jul '23 - Feb 24	Annual Budget	% of Budget
712.6 · SCADA maintenance	1,025.00	2,570.00	4,900.00	52.45%
712 · Plant Repairs & Maintenance - Other	8,294.95	24,346.21	9,021.00	269.88%
Total 712 · Plant Repairs & Maintenance	22,780.48	117,686.75	88,779.00	132.56%
814.5 · Building Repairs & Maintenance	660.06	13,577.79	13,600.00	99.84%
814.8 · Airpark maintenance	0.00	450.00	900.00	50.0%
954 · Gate Repairs & Maintenance	750.00	27,061.87	35,450.00	76.34%
Repairs & Maintenance - Other	0.00	23.85		
Total Repairs & Maintenance	24,190.54	158,800.26	138,729.00	114.47%
Salaries				
702 · Plant Salaries	3,515.67	20,256.44	47,860.00	42.32%
811.1 · Admin Salaries	19,204.58	136,674.75	222,370.00	61.46%
915 · Patrol Salaries	21,707.30	193,497.73	280,770.00	68.92%
950 · Gate Salaries	15,441.38	123,586.39	205,400.00	60.17%
Total Salaries	59,868.93	474,015.31	756,400.00	62.67%
Security Expense				
919 · Security Telephones	142.39	2,207.43	3,945.00	55.96%
920 · Security Supplies	288.20	788.51	1,206.00	65.38%
924 · Security Fees	0.00	0.00	48.00	0.0%
959 · Gate Supplies	44.59	1,646.26	2,183.00	75.41%
Total Security Expense	475.18	4,642.20	7,382.00	62.89%
Uniforms				
719 · Plant Uniforms	307.94	1,335.18	1,124.00	118.79%
922 · Security Uniforms	0.00	70.69	1,310.00	5.4%
954.1 · Gate Uniforms	125.29	125.29	954.00	13.13%
Total Uniforms	433.23	1,531.16	3,388.00	45.19%
Vehicles				
716 · Plant Vehicles	4,375.86	6,241.51	8,810.00	70.85%
917 · Security Vehicles	780.55	1,834.40	13,340.00	13.75%
Total Vehicles	5,156.41	8,075.91	22,150.00	36.46%
Workers' Comp. Insurance				
706 · Plant Workers' Comp. Ins	223.68	1,807.18	1,140.00	158.53%
811.5 · Admin Workers' Comp. Ins.	66.19	667.99	950.00	70.32%
913 · Patrol Workers' Comp. Ins.	931.88	8,262.43	9,250.00	89.32%
952.2 · Gate Workers' Comp. Ins.	621.25	5,508.27	10,950.00	50.3%
Total Workers' Comp. Insurance	1,843.00	16,245.87	22,290.00	72.88%
6560 · Payroll Expenses	0.00	0.00		
701 · Drainage	499.95	11,967.97	10,000.00	119.68%
712.1 · State Maint. Fee	0.00	30,531.00	28,421.00	107.42%
730 · Water Tests & Analysis	310.00	5,879.16	11,694.00	50.28%
815 · Fees	125.00	8,481.76	8,900.00	95.3%
816 · Engineering	0.00	24,880.37	25,000.00	99.52%
818 · Schools & Meetings	306.56	3,332.19	10,493.00	31.76%
819 · Accounting				
819.1 · Long Term Financial Plan	0.00	15,000.00		
819.2 · Audit	0.00	18,599.28		
819 · Accounting - Other	3,136.50	26,751.01	50,789.00	52.67%
Total 819 · Accounting	3,136.50	60,350.29	50,789.00	118.83%
820 · Legal	0.00	51,727.45	53,880.00	96.01%
821.2 · SGMA Technical Study	1,481.49	3,870.72		
921 · Guard Houses /Roadway Lease	0.00	3.00	2.00	150.0%
Total Expense	132,070.94	1,192,678.86	1,745,792.00	68.32%
Net Ordinary Income	11,677.56	-37,266.13	-54,594.00	68.26%
Net Income	11,677.56	-37,266.13	-54,594.00	68.26%

PV COMMUNITY SERVICES DISTRICT  
 Vendor Payments Over \$5,000  
 December 2023 through February 2024

Vendor	Type	Date	Num	Memo	Amount
California Choice	Bill Pmt -Check	12/07/2023	40458	Health Ins Group #51394	-\$5,219.71
	Bill Pmt -Check	01/10/2024	40529	Health Ins Group #51394	-\$5,219.71
	Bill Pmt -Check	02/02/2024	40594	Health Ins Group #51394	-\$5,219.71
City of San Diego	Bill Pmt -Check	12/27/2023	40490	Sludge Removal-July,Sept,Nov	-\$7,620.62
DPMC	Bill Pmt -Check	12/11/2023	40465	Legal	-\$12,825.00
	Bill Pmt -Check	01/09/2024	40527	Legal	-\$8,400.00
Drain Mob	Bill Pmt -Check	12/06/2023	40449	Sewer Line Maint.	-\$8,640.00
Flow Right	Bill Pmt -Check	01/25/2024	40572	Sewer Line Maint	-\$31,500.00
	Bill Pmt -Check	02/22/2024	40647	Storm Drain Box Flush	-\$6,500.00
SDG&E	Bill Pmt -Check	12/06/2023	40454	November	-\$5,279.06
	Bill Pmt -Check	02/05/2024	40602	July	-\$7,277.44
State Water Resources Control Board	Bill Pmt -Check	12/18/2023	40485	Annual Permit Fee- Facility ID 90000001	-\$26,785.00
Upper San Luis Rey Groundwater Authority	Bill Pmt -Check	01/10/2024	40536		-\$10,571.82
Water Quality Specialists	Bill Pmt -Check	12/07/2023	40464		-\$6,350.00
	Bill Pmt -Check	01/04/2024	40523		-\$7,094.69
	Bill Pmt -Check	02/02/2024	40600		-\$7,700.00

# A/R Aging Summary

04/09/2024

As of February 29, 2024

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>&gt; 180</u>	<u>TOTAL</u>
CSD-001	0.00	-3,308.70	0.00	0.00	0.00	-3,308.70
CSD-002	0.00	-592.00	-592.00	-592.00	-1,210.04	-2,986.04
CSD-003	0.00	0.00	-1,916.27	0.00	0.00	-1,916.27
CSD-004	0.00	-606.00	-606.00	-147.91	0.00	-1,359.91
CSD-005	0.00	-962.61	0.00	0.00	0.00	-962.61
CSD-006	0.00	-815.78	0.00	0.00	0.00	-815.78
CSD-007	0.00	-608.00	-186.04	0.00	0.00	-794.04
CSD-008	0.00	-619.87	-140.91	0.00	0.00	-760.78
CSD-009	0.00	-688.04	0.00	0.00	0.00	-688.04
CSD-010	0.00	-687.00	0.00	0.00	0.00	-687.00
CSD-011	0.00	-613.65	0.00	25.00	0.00	-588.65
CSD-012	0.00	-514.87	0.00	0.00	0.00	-514.87
CSD-013	0.00	-509.91	0.00	0.00	0.00	-509.91
CSD-014	0.00	-441.78	0.00	0.00	0.00	-441.78
CSD-015	0.00	-438.38	0.00	0.00	0.00	-438.38
CSD-016	0.00	-226.00	-209.00	0.00	0.00	-435.00
CSD-017	0.00	-422.04	0.00	0.00	0.00	-422.04
CSD-018	0.00	-358.58	0.00	0.00	0.00	-358.58
CSD-019	0.00	-351.91	0.00	0.00	0.00	-351.91
CSD-020	0.00	-345.04	0.00	0.00	0.00	-345.04
CSD-021	0.00	-342.87	0.00	0.00	0.00	-342.87
CSD-022	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-023	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-024	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-025	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-026	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-027	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-028	0.00	-330.87	0.00	0.00	0.00	-330.87
CSD-029	-340.87	-10.00	0.00	25.00	0.00	-325.87
CSD-030	0.00	-316.00	0.00	0.00	0.00	-316.00
CSD-031	0.00	-315.87	0.00	0.00	0.00	-315.87
CSD-032	0.00	-315.87	0.00	0.00	0.00	-315.87
CSD-033	0.00	0.00	0.00	-315.87	0.00	-315.87
CSD-034	0.00	-315.87	0.00	0.00	0.00	-315.87
CSD-035	0.00	-315.87	0.00	0.00	0.00	-315.87
CSD-036	0.00	-315.87	0.00	0.00	0.00	-315.87
CSD-037	0.00	-308.03	0.00	0.00	0.00	-308.03
CSD-038	0.00	-306.57	0.00	0.00	0.00	-306.57
CSD-039	0.00	-300.87	0.00	0.00	0.00	-300.87
CSD-040	0.00	-300.87	0.00	0.00	0.00	-300.87



	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>&gt; 180</u>	<u>TOTAL</u>
CSD-041	0.00	-300.87	0.00	0.00	0.00	-300.87
CSD-042	0.00	-300.87	0.00	0.00	0.00	-300.87
CSD-043	0.00	-300.87	0.00	0.00	0.00	-300.87
CSD-044	0.00	-300.87	0.00	0.00	0.00	-300.87
CSD-045	0.00	-300.87	0.00	0.00	0.00	-300.87
CSD-046	0.00	-315.87	0.00	25.00	0.00	-290.87
CSD-047	0.00	-284.43	0.00	0.00	0.00	-284.43
CSD-048	0.00	-283.00	0.00	0.00	0.00	-283.00
CSD-049	0.00	-264.03	0.00	0.00	0.00	-264.03
CSD-050	0.00	-256.12	-0.01	0.00	0.00	-256.13
CSD-051	0.00	-230.93	0.00	0.00	0.00	-230.93
CSD-052	0.00	-229.00	0.00	0.00	0.00	-229.00
CSD-053	0.00	-229.00	0.00	0.00	0.00	-229.00
CSD-054	0.00	-215.87	0.00	0.00	0.00	-215.87
CSD-055	0.00	-207.87	0.00	0.00	0.00	-207.87
CSD-056	0.00	-207.87	0.00	0.00	0.00	-207.87
CSD-057	0.00	-155.04	0.00	0.00	0.00	-155.04
CSD-058	0.00	-99.04	0.00	0.00	0.00	-99.04
CSD-059	0.00	-90.00	0.00	0.00	0.00	-90.00
CSD-060	0.00	-88.06	0.00	0.00	0.00	-88.06
CSD-061	0.00	-57.08	0.00	0.00	0.00	-57.08
CSD-062	0.00	-54.65	0.00	0.00	0.00	-54.65
CSD-063	0.00	-53.26	0.00	0.00	0.00	-53.26
CSD-064	0.00	-32.91	0.00	0.00	0.00	-32.91
CSD-065	0.00	-22.93	0.00	0.00	0.00	-22.93
CSD-066	0.00	-18.68	0.00	0.00	0.00	-18.68
CSD-067	0.00	-12.00	0.00	0.00	0.00	-12.00
CSD-068	0.00	-5.39	0.00	0.00	0.00	-5.39
CSD-069	0.00	-2.78	0.00	0.00	0.00	-2.78
CSD-070	0.00	-0.91	0.00	0.00	0.00	-0.91
CSD-071	0.00	-0.73	0.00	0.00	0.00	-0.73
CSD-072	0.00	1,800.26	-608.00	-912.00	-280.26	0.00
CSD-073	-25.00	0.00	0.00	0.00	25.00	0.00
CSD-074	0.00	0.00	0.00	0.00	0.00	0.00
CSD-075	0.00	0.00	0.00	0.00	0.00	0.00
CSD-076	0.00	0.00	0.00	0.00	0.00	0.00
CSD-077	0.00	0.00	0.00	0.00	0.00	0.00
CSD-078	0.00	0.00	-28,419.14	28,419.14	0.00	0.00
CSD-079	0.00	0.00	0.00	0.00	0.00	0.00
CSD-080	0.00	836.39	0.00	0.00	-836.39	0.00
CSD-081	0.00	160.00	0.00	0.00	-160.00	0.00
CSD-082	0.00	3.00	0.00	0.00	0.00	3.00
CSD-083	0.00	6.09	0.00	0.00	0.00	6.09

	Current	1 - 60	61 - 120	121 - 180	> 180	TOTAL
CSD-084	0.00	7.83	0.00	0.00	0.00	7.83
CSD-085	0.00	8.00	0.00	0.00	0.00	8.00
CSD-086	0.00	10.00	0.00	0.00	0.00	10.00
CSD-087	0.00	0.00	0.00	0.00	11.87	11.87
CSD-088	0.00	11.87	0.00	0.00	0.00	11.87
CSD-089	0.00	12.00	0.00	0.00	0.00	12.00
CSD-090	0.00	12.00	0.00	0.00	0.00	12.00
CSD-091	0.00	13.96	0.00	0.00	0.00	13.96
CSD-092	0.00	15.00	0.00	0.00	0.00	15.00
CSD-093	0.00	15.00	0.00	0.00	0.00	15.00
CSD-094	0.00	15.00	0.00	0.00	0.00	15.00
CSD-095	0.00	15.00	0.00	0.00	0.00	15.00
CSD-096	0.00	15.00	0.00	0.00	0.00	15.00
CSD-097	0.00	15.00	0.00	0.00	0.00	15.00
CSD-098	0.00	15.00	0.00	0.00	0.00	15.00
CSD-099	0.00	15.00	0.00	0.00	0.00	15.00
CSD-100	0.00	15.00	0.00	0.00	0.00	15.00
CSD-101	0.00	15.00	0.00	0.00	0.00	15.00
CSD-102	0.00	15.00	0.00	0.00	0.00	15.00
CSD-103	0.00	15.00	0.00	0.00	0.00	15.00
CSD-104	0.00	15.00	0.00	0.00	0.00	15.00
CSD-105	0.00	15.00	0.00	0.00	0.00	15.00
CSD-106	0.00	15.00	0.00	0.00	0.00	15.00
CSD-107	0.00	15.00	0.00	0.00	0.00	15.00
CSD-108	0.00	15.00	0.00	0.00	0.00	15.00
CSD-109	0.00	15.00	0.00	0.00	0.00	15.00
CSD-110	0.00	16.40	0.00	0.00	0.00	16.40
CSD-111	0.00	21.51	0.00	0.00	0.00	21.51
CSD-112	0.00	23.74	0.00	0.00	0.00	23.74
CSD-113	0.00	25.00	0.00	0.00	0.00	25.00
CSD-114	25.00	0.00	0.00	0.00	0.00	25.00
CSD-115	0.00	0.00	0.00	25.00	0.00	25.00
CSD-116	0.00	0.00	0.00	0.00	25.00	25.00
CSD-117	0.00	0.00	0.00	25.00	0.00	25.00
CSD-118	0.00	26.87	0.00	0.00	0.00	26.87
CSD-119	0.00	34.75	0.00	0.00	0.00	34.75
CSD-120	0.00	35.00	0.00	0.00	0.00	35.00
CSD-121	0.00	40.00	0.00	0.00	0.00	40.00
CSD-122	0.00	46.96	0.00	0.00	0.00	46.96
CSD-123	0.00	0.00	50.00	0.00	0.00	50.00
CSD-124	1.45	26.71	24.00	0.38	0.00	52.54
CSD-125	1.45	26.73	24.00	2.31	0.00	54.49
CSD-126	0.00	89.87	0.00	0.00	0.00	89.87

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>&gt; 180</u>	<u>TOTAL</u>
CSD-127	0.00	91.30	0.00	0.00	0.00	91.30
CSD-128	0.00	94.35	0.00	0.00	0.00	94.35
CSD-129	0.00	101.87	0.00	0.00	0.00	101.87
CSD-130	0.00	117.96	0.00	0.00	0.00	117.96
CSD-131	0.00	206.96	0.00	0.00	0.00	206.96
CSD-132	0.00	214.00	0.00	0.00	0.00	214.00
CSD-133	0.00	223.87	0.00	0.00	0.00	223.87
CSD-134	0.00	223.87	0.00	0.00	0.00	223.87
CSD-135	0.00	223.87	0.00	0.00	0.00	223.87
CSD-136	0.00	227.09	0.00	0.00	0.00	227.09
CSD-137	0.00	229.00	0.00	0.00	0.00	229.00
CSD-138	0.00	265.61	0.00	0.00	0.00	265.61
CSD-139	0.00	315.87	0.00	0.00	0.00	315.87
CSD-140	0.00	315.87	0.00	0.00	0.00	315.87
CSD-141	0.00	315.87	0.00	0.00	0.00	315.87
CSD-142	0.00	315.87	0.00	0.00	0.00	315.87
CSD-143	0.00	315.87	0.00	0.00	0.00	315.87
CSD-144	0.00	329.77	0.00	0.00	0.00	329.77
CSD-145	0.00	330.61	0.00	0.00	0.00	330.61
CSD-146	0.00	330.87	0.00	0.00	0.00	330.87
CSD-147	0.00	330.87	0.00	0.00	0.00	330.87
CSD-148	0.00	330.87	0.00	0.00	0.00	330.87
CSD-149	0.00	330.87	0.00	0.00	0.00	330.87
CSD-150	0.00	330.87	0.00	0.00	0.00	330.87
CSD-151	0.00	330.87	0.00	0.00	0.00	330.87
CSD-152	0.00	330.87	0.00	0.00	0.00	330.87
CSD-153	0.00	330.87	0.00	0.00	0.00	330.87
CSD-154	0.00	330.87	0.00	0.00	0.00	330.87
CSD-155	0.00	330.87	0.00	0.00	0.00	330.87
CSD-156	0.00	330.87	0.00	0.00	0.00	330.87
CSD-157	0.00	330.87	0.00	0.00	0.00	330.87
CSD-158	0.00	330.87	0.00	0.00	0.00	330.87
CSD-159	0.00	330.87	0.00	0.00	0.00	330.87
CSD-160	0.00	330.87	0.00	0.00	0.00	330.87
CSD-161	0.00	330.87	0.00	0.00	0.00	330.87
CSD-162	0.00	330.87	0.00	0.00	0.00	330.87
CSD-163	0.00	336.82	0.00	0.00	0.00	336.82
CSD-164	0.00	338.87	0.00	0.00	0.00	338.87
CSD-165	0.00	339.61	0.00	0.00	0.00	339.61
CSD-166	0.00	355.87	0.00	0.00	0.00	355.87
CSD-167	0.00	330.87	0.00	0.00	25.00	355.87
CSD-168	0.00	355.87	0.00	0.00	0.00	355.87
CSD-169	0.00	365.62	0.00	0.00	0.00	365.62

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>&gt; 180</u>	<u>TOTAL</u>
CSD-170	0.00	375.00	0.00	0.00	0.00	375.00
CSD-171	0.00	402.09	0.00	0.00	0.00	402.09
CSD-172	0.00	428.81	0.00	0.00	0.00	428.81
CSD-173	0.00	456.74	0.00	0.00	0.00	456.74
CSD-174	24.70	463.49	0.00	0.00	0.00	488.19
CSD-175	24.70	463.49	0.00	0.00	0.00	488.19
CSD-176	0.00	569.96	0.00	0.00	0.00	569.96
CSD-177	0.00	634.87	0.00	0.00	0.00	634.87
CSD-178	0.00	646.74	0.00	0.00	0.00	646.74
CSD-179	0.00	646.74	0.00	0.00	0.00	646.74
CSD-180	0.00	646.74	0.00	0.00	0.00	646.74
CSD-181	0.00	646.74	0.00	0.00	0.00	646.74
CSD-182	0.00	646.74	0.00	0.00	0.00	646.74
CSD-183	0.00	666.49	0.00	0.00	0.00	666.49
CSD-184	0.00	687.00	0.00	0.00	0.00	687.00
CSD-185	36.60	703.41	0.00	0.00	0.00	740.01
CSD-186	36.79	425.32	315.87	0.00	0.00	777.98
CSD-187	36.84	646.74	104.76	0.00	0.00	788.34
CSD-188	39.34	771.20	0.00	0.00	0.00	810.54
CSD-189	37.62	719.92	186.29	0.00	0.00	943.83
CSD-190	38.08	682.99	315.87	0.00	0.00	1,036.94
CSD-191	38.27	683.18	354.13	0.00	0.00	1,075.58
CSD-192	38.56	721.78	372.12	0.00	0.00	1,132.46
CSD-193	40.07	726.49	670.57	170.41	0.00	1,607.54
CSD-194	31.23	499.71	453.80	428.00	238.61	1,651.35
CSD-195	27.67	1,665.40	0.00	0.00	0.00	1,693.07
CSD-196	40.05	724.49	667.22	463.48	0.00	1,895.24
CSD-197	14.92	290.37	253.74	277.39	1,249.85	2,086.27
CSD-198	40.06	726.99	668.47	666.71	45.31	2,147.54
CSD-199	27.35	521.28	470.74	507.01	858.14	2,384.52
CSD-200	0.00	355.32	469.92	504.31	1,316.27	2,645.82
CSD-201	40.11	733.65	671.77	706.50	666.49	2,818.52
CSD-202	40.12	734.03	671.96	706.88	704.69	2,857.68
CSD-203	27.35	522.50	470.80	506.07	1,404.57	2,931.29
CSD-204	27.35	522.56	470.84	506.14	1,407.45	2,934.34
CSD-205	40.40	772.12	690.86	744.40	4,446.94	6,694.72
CSD-206	0.00	18,566.75	0.00	0.00	234.00	18,800.75
TOTAL	<u>410.21</u>	<u>33,357.97</u>	<u>-24,299.64</u>	<u>32,766.35</u>	<u>10,172.50</u>	<u>52,407.39</u>

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

SECURITY REPORT

January 10 2024 – February 10 2024

Pauma Valley CSD Security Department Personnel		
Name	Call Sign	Billet
Officer Todd Albert	1L2	Patrolman / Security Supervisor
Officer German Colin	1L5	Patrolman
Officer Dale Easter	1L6	Patrolman
Officer Luis Orozco	1L4	Patrolman
Eduardo Aguilar	1L7	Patrolman
Matthew Carson	C1	Gate Attendant Supervisor
Zachary Meyer	C1	Gate Attendant
Brandon Wilson	C1	Gate Attendant
Lucas McElvain	C1	Gate Attendant
Leon Kyla	C1	Gate Attendant

**Vehicle Maintenance Report**

**START---**

- Tesla 01 (57,366) – Did not pass visual inspection.
- Tesla 02 (63,781) – Did not pass visual inspection.

Tesla 01 has the driver seat trim broken, there is a scuff on the bottom corner of the front bumper and the wrap is sun damaged. Tesla 02 needs window washer fluid, the driver seat cover is ripped, the wrap is sun-damaged, and everything else is in good working condition.

German Colin, Vehicle Maintenance Officer

**Gate Report**

The rear entry gate barrier arm has been replaced and is operating correctly. All community gates have been operating properly in the past month. The switch panel control for the rear and center gates located at the front guardhouse remains shorted out and requires further electrical work beyond the switching unit to remedy. Our recent new hires have met expectations and brought positive energy to the workplace. All Gate and Patrol staff have been working great together to ensure all shifts are covered during the times of being short-staffed. Patrol officers continue to actively watch and listen for any service or gardening noise violations during the restricted hours of Saturday and Sunday. All activity of this type that is observed by the gates will be entered into D.A.R. The gates will continue to advise all potential violators of these rules.

Matthew Carson, Gate Supervisor

## ACTIVITY LOG

**January 12<sup>th</sup>, 2024 at 1424 – North Coast Church 11.53.** Officer Easter found the double doors near the flagpole unsecured. The Officer cleared the building but was unable to secure the door. The alarm was not set. Contact to be notified.

**January 12<sup>th</sup>, 2024 at 1810 – North Coast Church 11.53.** Officer Easter found the double doors near the flagpole unsecured. The Officer cleared the building but was unable to secure the door. The alarm was not set. Contact to be notified.

**January 13<sup>th</sup>, 2024 at 1239 – North Coast Church 11.53.** Officer Colin found the rooted K-2<sup>nd</sup> door unsecured. The Officer cleared and secured the building. Contact will be notified in the morning.

**January 13<sup>th</sup>, 2024 at 0133 – Pauma Village.** Officer Colin found a gray Lexus IS parked in the village lot unoccupied. The vehicle information was documented and notified to Control 1.

**January 13<sup>th</sup>, 2024 at 0344 – Medical.** Officer Colin was dispatched to El Tae Rd for a medical. A resident had fallen and obtained some bruises. The medics arrived, and one was transported.

**January 13<sup>th</sup>, 2024 at 0906 – Water Leak.** The Vice President for the HOA at the Hacienda on El Tae Rd contacted the front gate to report a water leak. The front gate contacted RPM to report the incident. Officer Easter arrived on the scene to verify whether the leak was a water or sewage leak. The water was found coming from a house on the back side of El Tae Rd. RPM will be in route shortly.

**January 13<sup>th</sup>, 2024 at 1353 – North Coast Church 11.53.** Officer Easter found the double doors near the flagpole unsecured. The Officer cleared the building but was unable to secure the door. The alarm was not set. Contact to be notified.

**January 13<sup>th</sup>, 2024 at 1417 – Medical.** Officer Easter was dispatched to Community Church Dr for a medical. The Officer arrived on the scene. A young male, 19 years of age was feeling ill. The medics arrived at 1422. . One was transported to Palomar Hospital.

**January 13<sup>th</sup>, 2024 at 1733 – Medical.** Officer Aguilar was dispatched to Luiseno Circle for a medical. The Officer arrived on the scene. The resident was feeling ill. The medics arrived in 1741. No one was transported.

**January 13<sup>th</sup>, 2024 at 1936 – North Coast Church 11.53.** Officer Aguilar found the double doors of the church unsecured. The Officer cleared the building but was unable to secure the door. Contact to be notified.

**January 14<sup>th</sup>, 2024 at 0627 – Resident Concern.** A resident on PVD contacted Control 1 to report a truck alarm going off near his house and requested a Patrol Officer to look around. Officer Colin arrived on the scene. The truck had rolled backwards hitting a tree. The owner was contacted and will arrive shortly. The alarm was shut off.

**January 14<sup>th</sup>, 2024 at 1114 – Unsecured Door.** Officer Orozco found the Treatment Plant gate open. The Officer cleared and secured the gate.

**January 14<sup>th</sup>, 2024 at 1427 – Road Assistance.** A yellow Penske work truck had a flat tire on Cole Grade Rd and Spring Valley Rd. Officer Easter escorted the vehicle to a safe spot. The driver contacted AAA and waited for a tow truck.

**January 14<sup>th</sup>, 2024 at 1647 – Back Gate Arm Barrier.** Control 1 noticed the Back Gate arm barrier on PVD broke on its own. The video footage was sent over to the District Office.

**January 15<sup>th</sup>, 2024 at 2123 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control1 is to make contact with the resident.

**January 16<sup>th</sup>, 2024 at 1054 – Dog Bite.** Officer Aguilar was dispatched to Luiseno Circle Drive / El Tae Rd for a dog bite. Officer Aguilar contacted the victim. A resident's dog was loose and ran towards him and his dog. The victim denied any help and did not want to call animal control.

**January 16<sup>th</sup>, 2024 at 2050 – Saint Francis 459A.** Officer Albert patrolled Saint Francis and heard the alarm system. The officer found no signs of suspicious activity. The alarm reset, but Knight Security did not make contact with Control 1.

**January 17<sup>th</sup>, 2024 at 2200 – North Coast Church.** Officer Albert found a grey Honda Odyssey parked in the lot. The vehicle information was documented.

**January 19<sup>th</sup>, 2024 at 1246 – North Coast Church 11.53.** Officer Colin found the double doors to the Chapel unlocked. The Officer cleared and secured the building. Contact will be notified in the morning.

**January 20<sup>th</sup>, 2024 at 1405 – Service Workers.** Officer Easter found service workers working after hours. The Officer informed the workers of the rules inside PVCC. The workers complied and left.

**January 21<sup>st</sup>, 2024 at 1725 – Lift Assist.** Officer Aguilar and Officer Orozco were dispatched to PVD for a lift assist. The Officers arrived on the scene. The resident fell, and no injuries were obtained. The resident denied any medical attention. The Officers lifted the resident back onto a couch.

**January 22<sup>nd</sup>, 2024 at 0111 – North Coast Church 11.53.** Officer Colin found the front door unsecured. The Officer cleared and secured the building. Contact will be notified in the morning.

**January 23<sup>rd</sup>, 2024 at 0925 – Other.** Officer Orozco made contact with a resident on PVD regarding a P.O.D. blocking half of PVD road near the front exit gate. The P.O.D. will be gone in a couple of days. Officer Orozco notified the Supervisor.

**January 23<sup>rd</sup>, 2024 at 1312 – Medical.** Officer Orozco was dispatched to Cahuka Ct for a medical. Eighty-three years old male sustained an injury due to a fall the previous day. Medics arrived, and one was transported to Palomar Hospital.

**January 24<sup>th</sup>, 2024 at 2225 – Unsecured Door.** Officer Orozco found hangar #4 open. The Officer cleared and secured the hangar. Contact will be notified in the morning.

**January 25<sup>th</sup>, 2024 at 0210 – Suspicious Activity.** Officer Albert found a white van with the back doors open at the Pauma Village parking lot. The Officer found no signs of forced entry. Control 1 to make contact in the morning.

**January 25<sup>th</sup>, 2024 at 2051 – Pauma School 11.53.** Officer Easter found room 2 unsecured. The Officer cleared the building but was unable to secure the door. The bookstore was unsecured.

The Officer cleared the room but was unable to secure the door. Contact will be notified in the morning.

**January 26<sup>th</sup>, 2024 at 1718 – Unsecured Door.** Officer Easter found the Treatment Plant gate open. The Officer cleared and secured the gate.

**January 26<sup>th</sup>, 2024 at 2059 – Lift Assist.** Officer Colin was dispatched to Womsi Rd for a lift assist. The Officer made contact with the resident. The resident slipped and fell. She denied any medical attention. The Officer and her husband helped her back onto her walker.

**January 27<sup>th</sup>, 2024 at 0936 – Loose Pet.** Officer Easter was dispatched to Luiseno Circle Dr for a loose dog. The dog was retrieved by its owner.

**January 27<sup>th</sup>, 2024 at 2128 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control1 to make contact with the resident.

**January 28<sup>th</sup>, 2024 at 1927 – North Coast Church 11.53.** Officer Aguilar found the office's back door unlocked. The Officer cleared the building but was unable to secure the door. Contact to be notified.

**January 28<sup>th</sup>, 2024 at 1952 – Pauma Building 11.53.** Officer Aguilar found Amazon packages unattended. The Officer took pictures and notified Control 1.

**January 29<sup>th</sup>, 2024 at 1330 – Suspicious Activity.** A postal worker waived Officer Orozco to report a suspicious person in the parking lot. Requested Sheriffs to be called. The Officer wrote down the vehicle description. The woman got into her blue Honda CRV and drove away.

**February 1<sup>st</sup>, 2024 at 1102 – Other.** Officer Albert found a trailer abandoned alongside the road south of Cole Grade Rd turnout.

**February 2<sup>nd</sup>, 2024 at 0152 – North Coast Church 11.53.** Officer Colin found the K-2<sup>nd</sup> room unsecured. The Officer cleared and secured the building. Contact will be notified in the morning.

**February 2<sup>nd</sup>, 2024 at 0612 – Unsecured Door.** Officer Colin found the reservoir gate open. The Officer cleared and secured the gate.

**February 2<sup>nd</sup>, 2024 at 1042 – Pauma School 11.53.** Officer Colin found the multi-purpose doors unsecured. The Officer cleared the building but was unable to secure the door. Contact will be notified in the morning.

**February 3<sup>rd</sup>, 2024 at 1213 – North Coast Church 11.53.** Officer Colin found the Chapel door unsecured. The Officer cleared and secured the building. Contact will be notified in the morning.

**February 4<sup>th</sup>, 2024 at 1205 – Service Workers.** Officer Orozco found service workers inside PVCC. The Officer made contact with the workers and explained to them there was no work allowed on Sundays.

**February 5<sup>th</sup>, 2024 at 1357 – Welfare Check.** Officer Orozco was dispatched to Luiseno Circle Dr for a welfare check. The Officer made contact with the resident. She will contact her daughter.

**February 5<sup>th</sup>, 2024 at 1900 – Saint Francis 11.53.** Officer Aguilar found the Chapel Doors unsecured. The Officer cleared and secured the building. The alarm was not set. Contact to be notified.



**February 8<sup>th</sup>, 2024 at 0704 – 911 Hang Up Call.** Officer Albert was dispatched to Wiskon Way East for a 911 hang-up call. The Sheriff Officer arrived on the scene. The resident said they did not call 911. Unknown reason.

**February 8<sup>th</sup>, 2024 at 1250 – Pauma Building 11.53.** Officer Orozco found building door 200 unsecured. The Officer cleared and secured the building. Contact will be notified in the morning.

**February 8<sup>th</sup>, 2024 at 1405 – North Coast Church 11.53.** Officer Easter found the double doors near the flag pole unsecured. The Officer cleared the building but was unable to secure the door. Contact to be notified.

**February 8<sup>th</sup>, 2024 at 1735 – Medical.** Officer Easter was dispatched to Takishla Ct for a medical. Both Cal Fire and San Diego County Fire arrived at the resident's house. The resident was feeling ill and had fallen. One was transported to Palomar Hospital.

**February 10<sup>th</sup>, 2024 at 1400 – Incident Report/Unleashed Dogs.** Received a call about two groups of unleashed dogs near Pauma View. Both groups are reminded that there is a leash law and that all dogs need to be on a leash. The incident will be documented for future incidents.

**February 10<sup>th</sup>, 2024 at 2128 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control1 to make contact with the resident.

RFID Entries						
Front Gate		Center Gate			Back Gate	
9,427		1,739			10,560	
Dispatch By Location						
Inside PVCCE	Oak Tree	School	Business Dist.	St. Francis	PVCC	Hwy 76
20	1	2	16	2	2	0
Highlights by Shift Periods						
A: 2200-0600		B: 0600-1400			C: 1400-2200	
9		20			19	

PVCSD Patrol – Building Checks				
Location	Unsecured Door	Fire Alarm	Burglary Alarm	Officer Check
			459A	1153
Country Club(CC)				
Greens Maintenance(GM)				
Community Church(CO)	12			44
Gravel Yard(GY)	1			19
Saint Francis(SF)	2		1	71
Pauma School(PS)	2			29
Pauma Building(PB)	2			45
Airport Hangars(AH)	1			41
Treatment Plant(TP)	2			58
Pauma Village(PV)	3			39
Residential Houses/Other	2			2

Patrol Activity				Gate Activity	
Medicals	5	Resident Concern	1	Activity/Malfunctions	Totals
Welfare Checks	1	Suspicious Activity	1	Unresponsive	
Lift Assist	1	Noise Complaint		Will Not Close	
Domestic Dispute		Process Server		False Read	
Traffic Collisions		911 Hang-up Call		Loss of Controls	
Gate Runner/ Gate Crashers		Loose Pets	1	Video Loss	
Public Assists		Snake Call		Device Entries	21,726
Jump Start		Trespassing		Passes Issued	
Notice of Violation		Other	11	Pass Entries	

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

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

SECURITY REPORT

February 10, 2024 – March 10, 2024

Pauma Valley CSD Security Department Personnel		
Name	Call Sign	Billet
Officer Todd Albert	1L2	Patrolman / Security Supervisor
Officer German Colin	1L5	Patrolman
Officer Dale Easter	1L6	Patrolman
Officer Luis Orozco	1L4	Patrolman
Eduardo Aguilar	1L7	Patrolman
Matthew Carson	C1	Gate Attendant Supervisor
Zachary Meyer	C1	Gate Attendant
Brandon Wilson	C1	Gate Attendant
Lucas McElvain	C1	Gate Attendant

**Vehicle Maintenance Report**

**START---**

- Tesla 01 (59,197) – Did not pass visual inspection.
- Tesla 02 (65,554) – Did not pass visual inspection.

Tesla 01 has the driver side trim damaged, there is a scuff on the bottom corner of the front bumper and the wrap is sun damaged. Two tires were replaced on 02/23/24.

Tesla 02 needs windshield washer fluid, the driver seat cover is ripped, and the wrap is sun damaged. Two tires were replaced on 02/26/24.

German Colin, Vehicle Maintenance Officer

**Gate Report**

The switch panel control for the rear and center gates located at the front guardhouse remains shorted out and requires further electrical work beyond the switching unit to remedy. The “Back Gate Entry License Plate” camera is reading as “offline”. Patrol officers continue to actively watch and listen for any service or gardening noise violations during the restricted hours of Saturday and Sunday. Patrol is looking to take a stricter stance with some of these “work hours” sound violations as there have recently been repeat offenders. All activity of this type that is observed by the gates will be entered into D.A.R. The gates will continue to advise all potential violators of these rules.

Matthew Carson, Gate Supervisor

## ACTIVITY LOG

**February 12<sup>th</sup>, 2024 at 2127 – Unsecured Door.** Officer Aguilar found three garage doors open inside PVCCE. Control1 is to make contact with the residence.

**February 13<sup>th</sup>, 2024 at 0653- Gate crasher Pauma Heights gate.** Officer Albert was dispatched to a gate crasher. The officer found the truck on P/H Rd, the driver had no driver's license or I.D. The vehicle had no license plates. The Officer followed the vehicle out of the community and then reported it to CHP. No damage to the gate.

**February 13<sup>th</sup>, 2024 at 1710 – Unsecured Door.** Officer Orozco found hangar # 4 unsecured. The Officer cleared and secured the building. Contact to be notified.

**February 15<sup>th</sup>, 2024 at 0618- A/S Hangers 11-53.** Grey Chevy Silverado left outside the hanger.

**February 15<sup>th</sup>, 2024 at 1255 – Unsecured Door.** Officer Orozco found the Pauma Village gate open. The Officer secured the gate.

**February 15<sup>th</sup>, 2024 at 1856 – CSD 459A.** Officer Easter was dispatched to the District Officer for a 459A. The bathroom/storage room alarm. UTL cause. The alarm was reset. Control 1 made contact with Knight Security.

**February 16<sup>th</sup>, 2024 at 1250 – Process Server.** Officer Easter escorted a Process Server to Womsi Rd. Contact was made. The Officer escorted the agent out of the community.

**February 20<sup>th</sup>, 2024 at 1423 – Suspicious Activity.** Officer Aguilar found a white RV parked on HW 76 near the Knox gate. The RV was unoccupied and reported to Control 1.

**February 21<sup>st</sup>, 2024 at 0856- Loose Dog.** Officer Albert was dispatched to Luiseno Cir Dr. for a loose dog, The officer found the dog and made contact with the owner's roommate. The dog was picked up.

**February 21<sup>st</sup>, 2024 at 1530 – Resident Concern.** Officer Easter was dispatched to El Tae for a suspicious white vehicle parked on the street. The Officer arrived at 1535. The vehicle was gone.

**February 21<sup>st</sup>, 2024 at 1550 – Resident Concern.** Officer Easter was dispatched to Pauma Heights for a suspicious white Toyota Yaris parked on the street. The Officer arrived at 1552 and was able to locate the vehicle heading towards the front gates. The Officer verified the license plate on the vehicle and was permitted access to a resident's home in Pauma Heights.

**February 23<sup>rd</sup>, 2024 at 1110 - Medical.** Officer Easter was dispatched to El Tae for a medical. A resident was feeling ill and was advised to call 911 by his primary doctor. The medics arrived. One was transported to Palomar Hospital.

**February 23<sup>rd</sup>, 2024 at 1703 – Unsecured door.** Officer Easter found the treatment plant gate open. The Officer cleared and secured the gate.

**February 23<sup>rd</sup>, 2024 at 1833 – Chlorine well #38.** Officer Easter found well # 38 light flashing red. RPM was notified. The Officer kept watch at a safe distance. No signs of chlorine gas in the area.

**February 23<sup>rd</sup>, 2024 at 1450 – Unsecured Door.** Officer Easter found the reservoir gate open. The Officer cleared and secured the area.

**February 23<sup>rd</sup>, 2024 at 1935 – Chlorine well # 38.** RPM arrived and checked out the alarm. Chlorine well # 38 was a false alarm due to work being done on the system. The area is clear and safe.

**February 24<sup>th</sup>, 2024 at 1754 – Resident Concern.** Officer Easter was dispatched to Luiseno Circle Dr regarding an issue with a service worker being turned away. The resident was upset that his service worker was not allowed entry to fix his refrigerator. The Officer made contact with the resident and explained the rules for service workers on the weekends. The resident was given a copy of the Gate Access & Road Usage Policies and Procedures and told he could call the District Office on Monday for any questions or concerns.

**February 25<sup>th</sup>, 2024 at 1020 – Resident Concern.** Officer Orozco was stopped by a resident on Luiseno Circle Dr. The resident requested any information that he could have regarding his neighbor. The resident also asked why tickets were not being issued for street parking. The Officer advised the resident to contact the District Office during work hours to request any information.

**February 25<sup>th</sup>, 2024 at 1310 – CSD 459A TEST.** The Office cleaner found the front door unsecured. The alarm was not set. Officer Orozco notified the supervisor. Found no signs of forced entry. A test run was issued. The alarm was set.

**February 27<sup>th</sup>, 2024 at 0840 - Resident Concern,** A country club delivery went to the resident's home(again) Officer Albert spoke with the resident and placed two cones on her driveway to help prevent it from happening again. Also spoke with all guards about making sure all CC deliveries go the correct way.

**February 27<sup>th</sup>, 2024 at 1138 - Gate Runner.** A red Toyota Prius ran the front gate guest gate. Officer Albert was dispatched for a gate runner and found the red Prius heading back out the front gate and going east on 76.

**February 27<sup>th</sup>, 2024 at 1900 – Suspicious Activity.** Officer Aguilar found a white RV parked on HW 76 near the Knox gate. The RV was unoccupied and reported to Control 1.

**February 28<sup>th</sup>, 1040 – Unattended Packages.** Officer Easter found several packages left by Amazon at the gate guard shack. Packages have been left at the back gate several times. The Officer delivered the packages to the residents.

**February 28<sup>th</sup>, 2024 at 1645 – Resident Concern.** Officer Easter was notified by Control 1 that a resident had stopped by the front gate to report an incident that occurred the day before. He reported that he was assaulted by a driver of a company named Door Dorks. The resident did not want to go into details about what had happened. He only wanted security to know what was going on and did not request a patrolman. The resident said he had already filed a police report with the Sheriff's Department. Nothing else to report.

**February 28<sup>th</sup>, 2024 at 1903 - General Activity,** RV parked on Highway 76 by the gravel yard gate. White Coachman RV.

**February 28<sup>th</sup>, 2024 at 2120 – General Activity.** well # 36 gate was found open, secured gate.

**February 29<sup>th</sup>, 2024 at 1430 – Other.** Officer Easter and Officer Albert both followed up on an incident that occurred two days prior regarding a resident being assaulted by a service worker.

The Officers made contact with the individual, he said he notified the front gate and explained what had happened to him. He did not request patrol then and had already filed a police report.

**February 29<sup>th</sup>, 2024 at 0035 – Pauma Bldg 11.53.** Officer Orozco found room # 200 unsecured, The Officer was able to secure it. The contact was notified.

**March 1<sup>st</sup>, 2024 at 1550 – Welfare Check.** Officer Easter was dispatched to Luiseno Circle Dr for a welfare check. The Office made contact with the resident. She will contact her husband.

**March 1<sup>st</sup>, 2024 at 2111 – Pauma School 11.53.** Officer Colin found the multipurpose room unsecured. The Officer cleared and secured the building. Contact to be notified in the morning.

**March 2<sup>nd</sup>, 2024 at 1508 – Traffic Collision.** Officer Easter responded to a two-car TC at the Cole Grade Rd / Highway 76 intersection. No injuries, CHP arrived and exchanged information. Officer Easter is 10.98

**March 2<sup>nd</sup>, 2024 at 1607 – Gate Crasher.** Officer Easter was dispatched to the front gate for a gate crasher. A resident encountered the barrier arm in his golf cart while following another vehicle in. The Officer put the barrier arm back into working position. Video footage was emailed to the District Office.

**March 3<sup>rd</sup>, 2024 at 1030- General Activity.** Officer Orozco found a set of keys that were stuck in mailbox #9 on Wiskon Way West. The officer made contact with the owner and returned the keys.

**March 3<sup>rd</sup>, 2024 at 1857 – Suspicious Activity.** Officer Aguilar found a white RV parked on HW 76 near the Knox gate. The RV was unoccupied and reported to Control 1.

**March 3<sup>rd</sup>, 2024 at 2245 - Vandalism front gate.** Officer Wilson reported that his laptop was vandalized. Officer Wilson said he came back from his days off and it looked like someone smashed his laptop with a hammer. When asked, all gate employees denied involvement.

**March 4<sup>th</sup>, 2024 at 1030 – Lost Mail Keys.** Officer Orozco found a set of mail keys on Wiskon Way West. The Officer contacted the resident. The keys were set on their doorstep.

**March 4<sup>th</sup>, 2024 at 1237 – Unsecured Door.** Officer Colin found the Oak Tree gate open. Contact to be notified.

**March 6<sup>th</sup>, 2024 at 1730 – Resident Concern.** Officer Easter and Officer Orozco were dispatched to the 17<sup>th</sup> hole and 18<sup>th</sup> holes for golfers doing donuts in the golf carts. The golfers were wearing camo jackets with black pants. Both Officers patrolled the 18<sup>th</sup> and 17<sup>th</sup> holes. UTL the golfers. No damages were reported the following day.

**March 6<sup>th</sup>, 2024 at 2140 - Resident Concern.** Officer Orozco was dispatched to Luiseno Cir Dr. for a dog barking. The officer was able to notify the owner.

**March 7<sup>th</sup>, 2024 at 1515 – Noise Complaint.** Officer Easter was dispatched to Womsi Rd for loud music in the area. The officer was UTL the music in the area.

**March 7<sup>th</sup>, 2024 at 2111 – Pauma School 11.53.** Officer Easter found the cafeteria door, the boy's bathroom door, and classroom # 6 all unsecured. The Officer cleared and secured the buildings. Contact to be notified in the morning.



**March 8<sup>th</sup>, 2024 at 1452 – Resident Concern.** A resident reported while riding his bicycle through the community that he almost crashed because of a large metal plate in the road. He requested that cones should be placed on the road to alert riders and golf carts. Officer Easter made contact with the resident regarding his concerns. The Officer explained that this issue is a roadway issue and for him to contact them directly. The resident will contact the roadway association.

**March 8<sup>th</sup>, 2024 at 2214 - Pauma School 11-53.** Officer Collin found classroom # 6 unsecured, the officer cleared but was unable to secure the Bldg. Contact was Notified.

**March 9<sup>th</sup>, 2024 at 1715 - Traffic Collision.** Officer Easter was dispatched to a two-vehicle T/C in front of the front gate. One person with possible whiplash was not transported.

**March 9<sup>th</sup>, 2024 at 1848 - 459A Pauma School.** Officer Collin checked the school and was unable to locate the cause.

**March 10<sup>th</sup>, 2024 at 0633 - Pauma School 11-53.** Officer Aguilar found the alarm not set in the Administration Bldg. Contact notified.

RFID Entries						
Front Gate		Center Gate			Back Gate	
10,620		1,927			14,931	
Dispatch By Location						
Inside PVCCE	Oak Tree	School	Business Dist.	St. Francis	PVCC	Hwy 76
5	1	4	6	0	17	6
Highlights by Shift Periods						
A: 2200-0600		B: 0600-1400			C: 1400-2200	
1		8			24	

PVCSD Patrol – Building Checks				
Location	Unsecured Door	Fire Alarm	Burglary Alarm	Officer Check
			459A	1153
Country Club(CC)				
Greens Maintenance(GM)				
Community Church(CO)				42
Gravel Yard(GY)	1			15
Saint Francis(SF)			1	47
Pauma School(PS)	3			29
Pauma Building(PB)	1			33
Airport Hangars(AH)				38
Treatment Plant(TP)	2			55
Pauma Village(PV)	1			35
Residential Houses/Other	5		2	

Patrol Activity				Gate Activity	
				Activity/Malfunctions	Totals
Medicals	1	Resident Concern	8		
Welfare Checks	1	Suspicious Activity	3	Unresponsive	2
Lift Assist		Noise Complaint	1	Will Not Close	2
Domestic Dispute		Process Server	1	False Read	0
Traffic Collisions	2	911 Hang-up Call		Loss of Controls	continuous
Gate Runner/ Gate Crashers	3	Loose Pets	1	Video Loss	1 continuous
Public Assists		Snake Call		Device Entries	27,389
Jump Start		Trespassing		Passes Issued	2,017
Notice of Violation		Other	1	Pass Entries	3,414

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

## Pauma Valley Community Services District

Per California Government Code Section 53065.5, each Special District, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the District within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received. "Individual charge" includes, but is not limited to, one meal, lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the district. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by that District and shall be made available for public inspection.

**For Fiscal Year July 1, 2022 through June 30, 2023**

Date	First Name	Last Name	Reason for Reimbursement	Check#	Amount
11/17/2022	Todd	Albert	HRA Reimb.	39334	\$1,750.00
07/22/2022	Kim	Alvarado	HRA Reimb	39039	\$ 959.00
02/17/2023	Kim	Alvarado	HRA Reimb	39699	\$ 321.00
03/08/2023	Kim	Alvarado	HRA Reimb	39737	\$ 960.55
03/30/2023	Kim	Alvarado	HRA Reimb	39807	\$ 384.22
05/01/2023	Kim	Alvarado	HRA Reimb	39885	\$ 308.94
07/16/2022	Matthew	Carson	HRA Reimb	39586	\$ 613.87
09/07/2022	Matthew	Carson	HRA Reimb	39146	\$ 225.00
09/20/2022	Matthew	Carson	HRA Reimb	39179	\$ 304.86
11/18/2022	Matthew	Carson	HRA Reimb	39338	\$ 621.44
02/22/2023	Matthew	Carson	HRA Reimb	39703	\$ 144.11
05/01/2023	Matthew	Carson	HRA Reimb	39887	\$ 201.27
05/22/2023	Matthew	Carson	HRA Reimb	39940	\$ 1,904.62
11/03/2022	German	Colin	HRA Reimb.	39294	\$ 953.92
02/07/2023	German	Colin	HRA Reimb.	39663	\$ 800.00
05/08/2023	German	Colin	HRA Reimb.	39920	\$ 450.00
07/06/2022	Dale	Easter	Boot Reimbursement	39582	\$ 100.00
11/17/2022	Dale	Easter	HRA Reimb.	39332	\$ 2,250.00
08/08/2022	Marissa	Fehling	HRA Reimb.	39079	\$ 250.00
02/07/2023	Marissa	Fehling	HRA Reimb.	39666	\$ 300.00
04/13/2023	Marissa	Fehling	HRA Reimb.	39852	\$ 559.76
05/01/2023	Marissa	Fehling	HRA Reimb.	39888	\$ 107.47
10/28/2022	Hector	Figueroa	HRA Reimb.	39284	\$ 364.95
11/03/2022	Hector	Figueroa	HRA Reimb.	39296	\$ 299.92
12/21/2022	Enrique	Garcia	HRA Reimb.	39456	\$ 1,173.66
05/31/2023	Enrique	Garcia	Boot Reimbursement	39981	\$ 100.00
11/17/2022	Gerardo	Gonzalez	HRA Reimb.	39333	\$ 719.44
07/11/2022	Robert	Graziano	Vehicle Reimb.-Jul -22	39008	\$ 300.00
08/02/2022	Robert	Graziano	Vehicle Reimb.-Aug-22	39063	\$ 300.00
08/24/2022	Robert	Graziano	HRA Reimb.	39115	\$ 250.00
09/09/2022	Robert	Graziano	Vehicle Reimb. -Sept-22	39152	\$ 300.00
11/30/2022	Zachary	Meyer	Reim for Guard Card Classes	39421	\$ 228.00
03/06/2023	Jacob	Oehlert	Jean Reimb.	39729	\$ 100.00
05/01/2023	Jacob	Oehlert	HRA Reimb.	39884	\$ 134.00
11/22/2022	Luis	Orozco	HRA Reimb.	39342	\$ 2,118.22
12/21/2022	Luis	Orozco	HRA Reimb	39458	\$ 131.78
03/30/2023	Eric	Steinlicht	HRA Reimb.	39805	\$ 201.81
05/01/2023	Eric	Steinlicht	HRA Reimb.	39882	\$ 185.46
06/12/2023	Eric	Steinlicht	HRA Reimb.	39929	\$ 385.00
06/08/2023	Eric	Steinlicht	HRA Reimb.	39990	\$ 189.26
10/28/2022	Jesus	Verduzco	Boot Reimbursement	39285	\$ 100.00
08/15/2022	Amber	Watkins	HRA Reimb.	39107	\$ 250.00
02/15/2023	Amber	Watkins	HRA Reimb.	39696	\$ 487.00
04/05/2023	Amber	Watkins	HRA Reimb.	39818	\$ 1,036.84
04/13/2023	Amber	Watkins	HRA Reimb.	39850	\$ 164.98
05/04/2023	Amber	Watkins	HRA Reimb.	39895	\$ 321.44
05/22/2023	Amber	Watkins	HRA Reimb.	39938	\$ 239.74
Total Applicable Reimbursements:					\$24,551.53

## Pauma Valley Community Services District Employee Benefits Summary

### Compensation

<b>Salary</b>	Full-Time employees are eligible for annual performance and wage reviews.												
<b>Shift Differential Pay-Gates/Patrol</b>	Due to the round the clock nature of this department the following differentials will be paid on top of the regular pay.												
	<table border="1"> <thead> <tr> <th style="text-align: center;">Shifts</th> <th style="text-align: center;">Shift Hours</th> <th style="text-align: center;">Pay</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><u>A</u></td> <td style="text-align: center;">12 midnight - 8 am</td> <td style="text-align: center;">\$4.50/per shift</td> </tr> <tr> <td style="text-align: center;"><u>B</u></td> <td style="text-align: center;">8 am to 4 pm</td> <td style="text-align: center;">\$0/per shift</td> </tr> <tr> <td style="text-align: center;"><u>C</u></td> <td style="text-align: center;">4 pm to 12 midnight</td> <td style="text-align: center;">\$3.50/per shift</td> </tr> </tbody> </table>	Shifts	Shift Hours	Pay	<u>A</u>	12 midnight - 8 am	\$4.50/per shift	<u>B</u>	8 am to 4 pm	\$0/per shift	<u>C</u>	4 pm to 12 midnight	\$3.50/per shift
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<u>B</u>	8 am to 4 pm	\$0/per shift											
<u>C</u>	4 pm to 12 midnight	\$3.50/per shift											
<b>Utility</b>	Utility employees assigned to stand-by duty shall receive a daily rate of \$10 for weekdays; \$50 for weekends; \$50 for District observed holidays.												

### Health and Welfare

<b>Health Insurance</b>	The District currently offers a choice of HMO Gold Plans through California Choice Administrators. The District covers 80% of the health insurance premiums for employees and their dependents enrolled in HMO Gold Plans. Employees have the option to opt for higher-tier plans at their own expense by covering the difference. Employees can choose plans annually during the open enrollment period in December or anytime there are major life-changing events (i.e. marriage, birth, death, loss of coverage). Employees become eligible for this optional benefit on the first day of the month following 60 days of employment.								
<b>Health Reimbursement Account</b>	<p>Full-time employees will be entitled to an annual Health Reimbursement Account (HRA) determined by their family status. The approved annual allocation will take effect on January 1 of each year and will expire on December 31 of the same year. This allocation is accessible to all full-time employees, irrespective of whether they have chosen health insurance benefits through the District. The allocated amount can be utilized to offset the employee contribution made each pay period. Additionally, employees may submit receipts for medical services along with a completed Request for Reimbursement Form. New hires will receive a prorated amount based on the number of remaining months in the year.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Family Staus:</u></th> <th style="text-align: center;"><u>Entitled amounts are as follow:</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Employee Only:</td> <td style="text-align: center;">\$1,250.00</td> </tr> <tr> <td style="text-align: center;">Employee + Legal partners/Single Parent with child(ren)</td> <td style="text-align: center;">\$1,750.00</td> </tr> <tr> <td style="text-align: center;">Employee + Legal partner + Child(ren)</td> <td style="text-align: center;">\$2,250.00</td> </tr> </tbody> </table>	<u>Family Staus:</u>	<u>Entitled amounts are as follow:</u>	Employee Only:	\$1,250.00	Employee + Legal partners/Single Parent with child(ren)	\$1,750.00	Employee + Legal partner + Child(ren)	\$2,250.00
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Employee Only:	\$1,250.00								
Employee + Legal partners/Single Parent with child(ren)	\$1,750.00								
Employee + Legal partner + Child(ren)	\$2,250.00								
<b>Vision Insurance</b>	Employees can opt for Vision plans, with the full cost being the responsibility of the employees, covering 100% of the cost.								
<b>Life Insurance</b>	\$50,000 (District Paid)								
	Group Term Life Insurance is provided by Principal Life Insurance Company with a benefit amount of \$50,000 at no cost to the employee. Employees become eligible for this benefit the first day of the month following 90 days of employment for the duration of their employment. Effective 7/1/2022 all new employees must complete the Principal Life Insurance Company Evidence of Insurability Health Questionnaire ("EOI"). If determined to be ineligible by Principal Life Insurance Company based on the EOI, the Group Term Life Insurance benefit coverage will be \$25,000 at no cost to the employee.								
<b>Employee Assistance Program</b>	This service is an additional add on service administered through Principal Life Insurance Company and provided by Magellan Healthcare. This add on service includes three counseling sessions per year among other services. If you would like more information on this, please contact the District Office.								
<b>Social Security</b>	6.2% tax paid by District and 6.2% tax paid by employee.								

### Other Benefits

<b>Retirement System</b>	California Public Employee Retirement System (CalPERS)	
	<b>CLASSIC</b>	<b>PEPRA</b>
	<b>CLASSIC PERS Member Formula - 3% @ 60</b>	<b>PEPRA PERS Member Formula - 2% @ 62</b>
	Employee's contribute 8% of his/her salary towards the employee's retirement contribution. PVCSD contributes 17.26%	Employee's contribute 7.75% of his/her salary towards the employee's retirement contribution. PVCSD contributes 7.68%
<b>CalPERS 457 Plan</b>	The District offers an IRS Section 457 Deferred Compensation Plan with CalPERS. The CalPERS 457 is on an individual voluntary basis. Employees are eligible to begin making contributions at any point in their employment and may adjust contribution amounts at any time.	
<b>Cell Phone Reimbursement</b>	In some cases, employees are required to use their personal phone while conducting District business. If this is deemed necessary for your position by the General Manager, a cell phone reimbursement is available in the amount of \$40 per month. If the employee chooses not to use their personal phone a District phone will be issued.	

<b>LEAVES</b>																
<b>Bereavement</b>	Up to 3 paid working days (24 hours) for purposes of bereavement following the death of a covered relative. *Employee handbook lists covered relatives.															
<b>Holidays</b>	<p>The District observes the following paid holidays. Any employee that works any portion of a shift on the following days shall be paid Double Time for the entire shift worked.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Year's Day - January 1</td> <td style="width: 50%;">Veterans' Day – November 11</td> </tr> <tr> <td>Martin Luther King Jr. Day – third Monday in January</td> <td>Thanksgiving Day - fourth Thursday in November</td> </tr> <tr> <td>Presidents Day - third Monday in February</td> <td>Black Friday Day – fourth Friday in November</td> </tr> <tr> <td>Memorial Day - Last Monday in May</td> <td>Christmas Day - December 25<sup>th</sup></td> </tr> <tr> <td>Independence Day - July 4</td> <td>One Floating Holiday - to be selected by employee per calendar year</td> </tr> <tr> <td>Labor Day - First Monday in September</td> <td></td> </tr> </table> <p>*Note: For Administrative Staff and Utility Staff only: If a holiday falls on a Saturday, the preceding Friday will be observed. If any holiday falls on a Sunday, the following Monday will be observed.</p>	New Year's Day - January 1	Veterans' Day – November 11	Martin Luther King Jr. Day – third Monday in January	Thanksgiving Day - fourth Thursday in November	Presidents Day - third Monday in February	Black Friday Day – fourth Friday in November	Memorial Day - Last Monday in May	Christmas Day - December 25 <sup>th</sup>	Independence Day - July 4	One Floating Holiday - to be selected by employee per calendar year	Labor Day - First Monday in September				
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Independence Day - July 4	One Floating Holiday - to be selected by employee per calendar year															
Labor Day - First Monday in September																
<b>Vacations</b>	<p>Regular full-time employees accrue vacation hours from date of hire. The annual accumulation is based on completed years of service. Vacation may be taken at any time provided the employee has completed the Time Off Request Form and submitted to their supervisor for approval or denial.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="3"><b>- Hours Earned Per Pay Period -</b></th> </tr> <tr> <th><u>YEARS of Employment</u></th> <th><u>Accrued Hours Per Pay Period</u></th> <th><u>Annual Accrual</u></th> </tr> </thead> <tbody> <tr> <td>&gt; 5 Years of Employment</td> <td>3.08</td> <td>80 hours per year</td> </tr> <tr> <td>5-15 years of Employment</td> <td>4.62</td> <td>120 hours per year</td> </tr> <tr> <td>More than 15 Years of Employment</td> <td>6.16</td> <td>160 hours per year</td> </tr> </tbody> </table> <p>Employees are permitted to take all or a portion of their vacation each year and to accumulate vacation time up to a maximum of 160 hours. Accumulated hours above 160 will be automatically paid out with payroll. Employees may choose to sell back any unused portion of their vacation accrual. Any employee that has vacation accrual at the time of separation from the District will be paid the balance of the vacation accrual on their final pay check.</p>	<b>- Hours Earned Per Pay Period -</b>			<u>YEARS of Employment</u>	<u>Accrued Hours Per Pay Period</u>	<u>Annual Accrual</u>	> 5 Years of Employment	3.08	80 hours per year	5-15 years of Employment	4.62	120 hours per year	More than 15 Years of Employment	6.16	160 hours per year
<b>- Hours Earned Per Pay Period -</b>																
<u>YEARS of Employment</u>	<u>Accrued Hours Per Pay Period</u>	<u>Annual Accrual</u>														
> 5 Years of Employment	3.08	80 hours per year														
5-15 years of Employment	4.62	120 hours per year														
More than 15 Years of Employment	6.16	160 hours per year														
<b>Sick Leave</b>	The District offers sick leave of 78 hours per calendar year. Unused sick leave is accumulated from year to year up to a maximum of 160 hours. This may be used to cover employees' time off due to illness, injury, attending medical and/or dental appointments and to care for an immediate family member with any of the aforementioned issues.															
<b>Workers Compensation</b>	The District is insured with The Zenith for work related injuries. Medical Provider Notices are posted in the District Office for review by any employee. A Time of Hire Notice is provided as well during the on-boarding process.															
<b>State Disability Program</b>	Disability Insurance is administered by the State of California (SDI) to help protect against wage loss because of a non-occupational illness or injury in which all accrued sick time has been exhausted. More information is available on the EDD website.															
<b>Unemployment Insurance</b>	Unemployment Insurance is payable to employees who have met all of the eligibility requirements of the law. No cost to employee. Please visit the EDD website for more information.															
<b>UNIFORMS</b>																
<b>Safety Boots</b>	Utility & Patrol employees are reimbursed up to a maximum of \$100.00 per calendar year for steel toe safety boots and insoles. Proof of purchase required.															
<b>Utility Personnel</b>	It is the District's policy that utility employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All utility employees are supplied with tee shirts. Blue denim pants will be reimbursed by the District up to \$100 per calendar year per utility employee with proof of purchase.															
<b>Patrol Personnel</b>	It is the District's policy that security employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All security employees are supplied with blouses, matching pants, a badge, all weather jacket and a beanie.															
<b>Gate Personnel</b>	It is the District's policy that gate employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All gate employees are supplied with collared shirts, name tag, sweater, jacket and a beanie.															

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
PAUMA VALLEY COMMUNITY SERVICES DISTRICT AND  
CAROLLO ENGINEERS FOR  
UNDEFINED AS NEEDED ENGINEERING SUPPORT AND  
MISCELLANEOUS SERVICES AS REQUESTED BY THE GENERAL MANAGER**

This Professional Services Agreement (“Agreement”) is made on this 20<sup>th</sup> day of July, 2023, between PAUMA VALLEY COMMUNITY SERVICES DISTRICT (“PVCSD”), and CAROLLO ENGINEERS, (“CONTRACTOR”), an independent engineering firm, with a principal place of business in Walnut Creek, California.

**ARTICLE 1  
TERM OF CONTRACT**

1.01 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Article 7.

**ARTICLE 2  
SERVICES TO BE PERFORMED BY CONTRACTOR**

**Specific Services**

2.01 CONTRACTOR will perform the deliverables within the scope described in Attachment A. CONTRACTOR will provide PVCSD with periodic reports regarding the progress of services performed, at request of PVCSD. Any changes to the scope of services or timeframes identified in Attachment A must be authorized by PVCSD in writing and shall be set forth as an amendment to this Agreement.

2.02 CONTRACTOR will determine the method, details, and means of performing the above-described services.

**Estimates and Projections**

2.03 In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, CONTRACTOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way PVCSD’s plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, CONTRACTOR makes no warranty that PVCSD’s actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from CONTRACTOR’s opinions, analyses, projections,



or estimates.

### **Status of CONTRACTOR**

2.04 CONTRACTOR and its employee(s) are engaged in an independent contractor relationship with PVCSD in performing all work, duties and obligations hereunder. PVCSD shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions. PVCSD's sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The parties agree that no work, act, commission or omission of CONTRACTOR or its employee(s) pursuant to this Agreement shall be construed to make CONTRACTOR or its employee(s) the agent, employee or servant of PVCSD. CONTRACTOR and its employee(s) are not entitled to receive from PVCSD vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

### **Payment of Income Taxes**

2.05 CONTRACTOR shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONTRACTOR or its employee(s).

2.06 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend and hold PVCSD harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) PVCSD suffers as a result of (a) CONTRACTOR's failure to meet its obligations under paragraph 2.04, or (b) a third party's designation of CONTRACTOR or its employee as an employee of PVCSD, regardless of any actual or alleged negligence by PVCSD.

### **Compliance with Laws/Rules**

2.07 CONTRACTOR will perform all services under this Agreement in good faith and in the best interests of PVCSD. In performing the services specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations and ordinances, whether federal, state or local, and any and all PVCSD policies, procedures, departmental rules and other directives applicable to the services to be performed and provided by PVCSD's Project Manager to the CONTRACTOR, including, but not limited to, PVCSD's Contractor Safety Policies and Procedures. Any changes to PVCSD policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

2.08 CONTRACTOR shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

2.09 CONTRACTOR shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations ("DIR").

2.09.1 CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such work including without limitation payroll

recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in Section 2.08 of this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov/dslr>. Copies of the prevailing rate of per diem wages may be accessed at PVCSD's administrative office, and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in Section 2.08 of this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to PVCSD, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold PVCSD and each of their respective officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

2.09.2 CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code section 1776, including any required redactions. CONTRACTOR shall keep PVCSD informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONTRACTOR shall inform PVCSD of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due CONTRACTOR.

2.09.3 Eight (8) hours of work shall constitute a legal day's work. CONTRACTOR and any subcontractors shall forfeit, as a penalty to PVCSD, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONTRACTOR and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.

2.09.4 CONTRACTOR'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONTRACTOR or any of its subcontractors. If applicable to the services to be performed under this Agreement, CONTRACTOR shall comply with such apprenticeship requirements and submit apprentice information to PVCSD. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) for each calendar day of non-

compliance pursuant to section 1777.7.

2.09.5 CONTRACTOR shall require any subcontractors performing services under this Agreement to comply with all of the above.

### **ARTICLE 3 PROJECT TEAM**

3.01 PVCSD has a primary interest in maintaining the individual services of the following key project team members:

1. Mr. Justin O'Brien, CONTRACTOR
2. Mr. Jeff Weishaar, CONTRACTOR

No member of the project team shall be removed from the project team or reassigned by CONTRACTOR without prior approval of PVCSD. Such approval shall not be unreasonably withheld or delayed. CONTRACTOR shall be required to immediately inform PVCSD should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to PVCSD for review and approval. An interview may also be required if so desired by PVCSD.

### **ARTICLE 4 COMPENSATION**

4.01 Compensation for all work performed under this Agreement shall be calculated on a time and materials basis. Compensation for the services described in Attachment A shall not exceed Twenty-Five Thousand Dollars (\$25,000). This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties and set forth in an amendment to this Agreement. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and PVCSD agree that this fee was arrived at through arms length negotiations between the parties.

#### **Payment of Expenses and Monthly Invoices**

4.02 PVCSD will reimburse CONTRACTOR for all reasonable expenses incurred in performing services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in Section 4.01. CONTRACTOR shall submit invoices to PVCSD'S Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by PVCSD. CONTRACTOR will provide PVCSD with receipts for all expenses. PVCSD shall make payment to CONTRACTOR within forty- five (45) days of receipt of an approved invoice.

### **ARTICLE 5 OBLIGATIONS OF CONTRACTOR**

#### **Non Exclusive Relationship**

5.01 CONTRACTOR may represent, perform services for, and contract with as many additional clients, persons, or companies as CONTRACTOR, in its sole discretion, sees fit.

### **Tools, Materials, and Equipment**

5.02 CONTRACTOR will supply all tools materials, and equipment required to perform the services under this Agreement.

### **CONTRACTOR's Qualifications**

5.03 CONTRACTOR represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of PVCSD, and in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of California. This means CONTRACTOR is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. Acceptance by PVCSD of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither PVCSD's acceptance of, nor payment for any of the services, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

### **Indemnity, Hold Harmless and Defense**

5.04 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend, and hold PVCSD and each of their respective officials, officers, directors, employees, agents and volunteers (collectively referred to as the "Indemnified Parties") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs (collectively referred to as "Liabilities") that such entities or persons may incur that pertain to, arise out of or relate to the negligence, recklessness or willful misconduct of CONTRACTOR in performing the services pursuant to this Agreement, to the extent caused by any negligent errors, acts or omissions of CONTRACTOR, including CONTRACTOR's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom CONTRACTOR is legally responsible, or a breach by CONTRACTOR of any representation or agreement contained in this Agreement. In no event shall the cost to defend charged to CONTRACTOR exceed CONTRACTOR's proportionate percentage of fault.

5.04.1 CONTRACTOR shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

5.04.2 CONTRACTOR shall defend Indemnified Parties, at CONTRACTOR's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. CONTRACTOR and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and CONTRACTOR shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding and approve the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by PVCSD, CONTRACTOR shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to CONTRACTOR's own legal

fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. CONTRACTOR shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf.

5.04.3 If CONTRACTOR is obligated to defend Indemnified Parties pursuant to this Article 5, Section 5.04, and fails to do so after reasonable notice from PVCSD, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and CONTRACTOR shall pay to Indemnified Parties any and all Liabilities incurred in relationship with Indemnified Parties' defense and/or settlement of such proceeding.

5.04.4 CONTRACTOR shall pay and satisfy any judgment, award, liability or decree that may be awarded, imposed or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations or other proceedings whether legal, administrative or otherwise, including any settlement as delineated in Section 5.04 hereunder.

5.04.5 CONTRACTOR's indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable by or for CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any, received by CONTRACTOR or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect CONTRACTOR's indemnity obligations.

5.04.6 CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination of expiration of this Agreement.

5.04.7 CONTRACTOR shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to PVCSD or any third party arising out of breach of contract, delay, or termination. Additionally, CONTRACTOR shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONTRACTOR's subconsultants, that impact project completion and/or success.

### **Insurance**

5.05 CONTRACTOR shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:

5.05.1 California Workers' Compensation Insurance, as required by the State of California, with statutory limits.

5.05.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.

5.05.3 Automobile Liability Insurance [form number CA 0001, covering code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury and property damage.

5.05.4 Employer's Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury or disease.

5.05.5 Error and Omissions Insurance appropriate to CONTRACTOR's services, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

5.06 The following are required provisions:

5.06.1 CONTRACTOR will provide additional insured insurance coverage and policy endorsements for PVCSD and each of their respective officers, officials, directors, employees, volunteers or agents (collectively referred to as the "Insured Parties") under the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10 and CG 20 37 forms if later revisions to CG 20 10 are used).

5.06.2 CONTRACTOR's general liability and automobile liability insurance shall be primary insurance as respects Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of CONTRACTOR's insurance and shall not contribute to it.

5.06.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

5.06.4 CONTRACTOR'S general liability and automobile liability insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.

5.06.5 General and automobile liability insurance shall include indemnification against loss from liability imposed by law upon, or assumed under contract by, CONTRACTOR or its subcontractors for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting from the performance or execution of this Agreement by CONTRACTOR or its subcontractors.

5.06.6 General and automobile liability insurance shall cover accidents arising out of the use and operation of owned, non- owned and hired automobiles, trucks and/or other mobile equipment.

5.06.7 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled or reduced in coverage by the insured or insurer without thirty (30) days prior written notice by mail to PVCSD.

5.06.8 General and automobile liability policies shall specifically cover any contractual liability incurred hereunder.

5.07 CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain

any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Insured Parties for all work performed by CONTRACTOR, its employees, agents and subcontractors.

5.08 Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by PVCSD.

5.09 Any deductibles or self-insured retention limits must be disclosed to and approved by PVCSD prior to the execution of this Agreement. At the option of PVCSD, either: the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or CONTRACTOR shall provide a financial guarantee satisfactory to PVCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5.10 CONTRACTOR will furnish PVCSD with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by PVCSD. CONTRACTOR shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. CONTRACTOR shall, upon request of PVCSD at any time, deliver to PVCSD complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

5.11 If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver the renewed certificate(s) including the general liability and auto liability additional insured endorsements to PVCSD at least ten (10) days prior to the expiration date.

5.12 In the event that CONTRACTOR employs subcontractors to perform any portion of the services to be performed pursuant to this Agreement, it shall be CONTRACTOR's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement.

#### **Conflict of Interest**

5.13 Upon the award of this Agreement and periodically thereafter, CONTRACTOR may be required to complete and file with PVCSD a Conflict of Interest form, to be provided to CONTRACTOR by PVCSD.

#### **Assignment**

5.14 Neither this Agreement nor any duties or obligations under this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of PVCSD. PVCSD has entered into this Agreement in order to receive the professional services of CONTRACTOR. The provisions of this Agreement shall apply to any subcontractor to CONTRACTOR. PVCSD shall have the right to approve any subcontractor agreements, in addition to the written consent required by this Section 5.14.

#### **Safety**

5.15 CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel, including personnel of any subcontractors, during performance of the services. CONTRACTOR shall fully comply with all laws, rules, regulations and ordinances relating to safety of the

public and workers, whether federal, state or local. CONTRACTOR shall also comply with all contract provisions and PVCSD's policies, procedures, departmental rules and other directives, as provided by PVCSD's Project Manager to CONTRACTOR, relating to the safety of the public and workers, including, but not limited to, PVCSD's Contractor Safety Policies and Procedures and any project specific requirements.

**ARTICLE 6  
OBLIGATIONS OF  
PVCSD**

6.01 PVCSD agrees to comply with all reasonable requests of CONTRACTOR and provide access to all documents reasonably necessary to the performance of CONTRACTOR's duties under this Agreement.

**Place of Work**

6.02 PVCSD agrees to furnish space on PVCSD premises for use by CONTRACTOR while performing the above-described services.

**Indemnity**

6.03 PVCSD agrees to indemnify, defend, and hold CONTRACTOR free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONTRACTOR may incur as a result of a breach by PVCSD of any representation or agreement contained in this Agreement.

**PVCSD-Provided Information**

6.04 PVCSD shall furnish CONTRACTOR available studies, reports and other data pertinent to CONTRACTOR's services; obtain or authorize CONTRACTOR to obtain or provide additional reports and data as required; furnish to CONTRACTOR services of others required for the performance of CONTRACTOR's services hereunder, and CONTRACTOR shall be entitled to use and reasonably rely upon all such information and services provided by PVCSD or others in performing CONTRACTOR's services under this Agreement.

**Access**

6.05 PVCSD shall arrange for access to and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform services hereunder.

**ARTICLE 7  
TERMINATION OF AGREEMENT**

**Termination for Default**

7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:



- 7.01.1 CONTRACTOR's failure to complete the services specified in Article 2 of this Agreement.
- 7.01.2 CONTRACTOR's material breach of any representation or term contained in this Agreement.
- 7.01.3 PVCSD's material breach of any representation or agreement contained in this Agreement.

**Termination Without Cause**

- 7.02 Either party may terminate this Agreement without cause upon thirty (30) days written notice.

**Compensation Upon Termination**

- 7.03 Upon termination by either party under Sections 7.01 or 7.02 above, PVCSD will pay to CONTRACTOR any outstanding service fees minus any costs reasonably incurred by PVCSD related to CONTRACTOR's services under this Agreement prior to the notice of termination.

**ARTICLE 8  
PROPRIETARY RIGHTS**

**Confidential Information**

- 8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by PVCSD for CONTRACTOR's use are the sole property of PVCSD. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning PVCSD employees, products, services, prices, operations, and subsidiaries.

- 8.02 CONTRACTOR and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with PVCSD approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONTRACTOR's employees, agents, and subcontractors. On termination of this Agreement, CONTRACTOR will promptly return any confidential information in its possession to PVCSD.

**ARTICLE 9  
GENERAL PROVISIONS**

**Notices**

- 9.01 Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, first class, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

To PVCSD:	Pauma Valley CSD 33129 Cole Grade Road Pauma Valley, California 92061 Attention: Eric Steinlicht, Project Manager
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To CONTRACTOR: Mr. Jeff Weishaar  
5355 Mira Sorrento Place  
San Diego, California 92121  
Attention: Jeff Weishaar, Project Manager

### **Entire Agreement of the Parties**

9.02 This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties.

### **Partial Invalidity**

9.03 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### **Attorneys' Fees**

9.04 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### **Document and Materials Ownership**

9.05 All original drawings, diskettes, and other copies of documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of PVCSD. PVCSD agrees to indemnify CONTRACTOR for claims, damages, or liabilities caused by any use by PVCSD of the plans, drawings, specifications, and all information gathered by CONTRACTOR on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by CONTRACTOR.

### **Patent and Copyright Indemnity**

9.06 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to PVCSD under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless PVCSD from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. PVCSD will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without PVCSD's prior written consent to any settlement which would require PVCSD to pay money or perform some affirmative act in order to continue using Contractor Products.

9.06.1 If CONTRACTOR is obligated to defend PVCSD pursuant to this section 9.06 and fails to do so after reasonable notice from PVCSD, PVCSD may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to PVCSD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with PVCSD's defense and/or settlement of such proceeding.

9.06.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for PVCSD the right to continue using Contractor Products; or (2) replace or modify Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

9.06.3 Notwithstanding this section 9.06, PVCSD retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

9.06.4 All provisions of Section 5.04, including the subsections thereunder, shall apply to CONTRACTOR's obligation pursuant to this Section 9.06.

#### **Audits**

9.07 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of PVCSD or as part of any audit of PVCSD, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with PVCSD, including any authorized representative of PVCSD, regarding such audit at no charge to PVCSD.

#### **Counterparts**

9.08 This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

#### **Provisions Required By Law**

9.09 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

#### **Governing Law**

9.10 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

#### **Jurisdiction, Forum and Venue**

9.11 The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California,

County of San Diego. PVCSD and CONTRACTOR agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. PVCSD and CONTRACTOR hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement, whether on grounds of inconvenient forum or otherwise.

**Signature Authority**

9.12 PVCSD and CONTRACTOR do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

**Third Parties**

9.13 The services to be performed by CONTRATOR are intended solely for the benefit of PVCSD. No person or entity not a signatory to this agreement shall be entitled to rely on CONTRACTOR's performance of it services hereunder, and no right to assert a claim against CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONTRACTOR's services hereunder.

Executed in San Diego County, California, on August 25<sup>th</sup>, 2023.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Eric Steinlicht, General Manager

\_\_\_\_\_  
Jeff Weishaar, Contractor

Attachment A – Scope of Work

**ADDENDUM "C"**

**TO THE "PROFESSIONAL SERVICES AGREEMENT BETWEEN PAUMA VALLEY COMMUNITY SERVICES DISTRICT AND CAROLLO ENGINEERS FOR UNDEFINED AS NEEDED ENGINEERING SUPPORT AND MISCELLANEOUS SERVICES AS REQUESTED BY THE GENERAL MANAGER"**

**Article I.**

Pursuant to the authority vested in the General Manager, Mr. Eric Steinlicht, it is hereby formally requested and granted approval for the submission of an ancillary proposal concerning the provision of As-Needed advisory services to management. This encompasses the comprehensive evaluation of "Request for Proposals", the provision of general consultancy services on an as-needed basis pertinent to the Wastewater Services facilitated by the District, and the execution of any additional advisory services deemed necessary by the General Manager for the fulfillment of the District's objectives.

**Compensation**

Compensation for the services described above shall not exceed Five Thousand Dollars (\$5,000). This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties and set forth in an additional amendment to the "Professional Services Agreement Between Pauma Valley Community Services District And Carollo Engineers For Undefined As Needed Engineering Support And Miscellaneous Services As Requested By The General Manager".

**Pauma Valley Community Services District**

**Contractor**

By:   
Eric Steinlicht, General Manager

  
Jeff Weishaar, Contractor

FULLY EXECUTED MARCH 4, 2024

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN PAUMA VALLEY COMMUNITY  
SERVICES DISTRICT AND FLOW RIGHT FOR  
THE EXCAVATION AND REPAIR OF A PUBLIC  
SEWER LATERAL**

This Professional Services Agreement (“Agreement”) is made on this 23<sup>rd</sup> day of January, 2024, between PAUMA VALLEY COMMUNITY SERVICES DISTRICT (“PVCSD”), and MR. KENNY CASTRO, Flow Right, (“CONTRACTOR”), an independent contractor, with a principal place of business in San Diego, California.

**ARTICLE 1  
TERM OF CONTRACT**

1.01 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Article 7.

**ARTICLE 2  
SERVICES TO BE PERFORMED BY CONTRACTOR**

**Specific Services**

2.01 CONTRACTOR will perform the deliverables within the scope described in Attachment A. CONTRACTOR will provide PVCSD with periodic reports regarding the progress of services performed, at request of PVCSD. Any changes to the scope of services or timeframes identified in Attachment A must be authorized by PVCSD in writing and shall be set forth as an amendment to this Agreement.

2.02 CONTRACTOR will determine the method, details, and means of performing the above-described services.

**Status of CONTRACTOR**

2.03 CONTRACTOR and its employee(s) are engaged in an independent contractor relationship with PVCSD in performing all work, duties and obligations hereunder. PVCSD shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions. PVCSD’s sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The parties agree that no work, act, commission or omission of CONTRACTOR or its employee(s) pursuant to this Agreement shall be construed to make CONTRACTOR or its employee(s) the agent, employee or servant of PVCSD. CONTRACTOR and its employee(s) are not entitled to receive from PVCSD vacation pay, sick leave, retirement benefits, Social Security, workers’ compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.



### **Payment of Income Taxes**

2.04 CONTRACTOR shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONTRACTOR or its employee(s).

2.05 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend and hold PVCSD harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) PVCSD suffers as a result of (a) CONTRACTOR's failure to meet its obligations under paragraph 2.04, or (b) a third party's designation of CONTRACTOR or its employee as an employee of PVCSD, regardless of any actual or alleged negligence by PVCSD.

### **Compliance with Laws/Rules**

2.06 CONTRACTOR will perform all services under this Agreement in good faith and in the best interests of PVCSD. In performing the services specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations and ordinances, whether federal, state or local, and any and all PVCSD policies, procedures, departmental rules and other directives applicable to the services to be performed and provided by PVCSD's Project Manager to the CONTRACTOR, including, but not limited to, PVCSD's Contractor Safety Policies and Procedures. Any changes to PVCSD policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

2.07 CONTRACTOR shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

2.08 CONTRACTOR shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations ("DIR").

2.08.1 CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in Section 2.08 of this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov/dslr>. Copies of the prevailing rate of per diem wages may be accessed at PVCSD's administrative office, and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in Section 2.08 of this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to PVCSD, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold PVCSD and each of their respective officials, officers, directors, employees, agents

and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

2.08.2 CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code section 1776, including any required redactions. CONTRACTOR shall keep PVCSD informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONTRACTOR shall inform PVCSD of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due CONTRACTOR.

2.08.3 Eight (8) hours of work shall constitute a legal day's work. CONTRACTOR and any subcontractors shall forfeit, as a penalty to PVCSD, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONTRACTOR and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.

2.08.4 CONTRACTOR'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONTRACTOR or any of its subcontractors. If applicable to the services to be performed under this Agreement, CONTRACTOR shall comply with such apprenticeship requirements and submit apprentice information to PVCSD. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) for each calendar day of non-compliance pursuant to section 1777.7.

2.08.5 CONTRACTOR shall require any subcontractors performing services under this Agreement to comply with all of the above.

**ARTICLE 3  
PROJECT TEAM**

3.01 PVCSD has a primary interest in maintaining the individual services of the following key project team members:

1. Mr. Kenny Castro, CONTRACTOR

No member of the project team shall be removed from the project team or reassigned by CONTRACTOR without prior approval of PVCSD. Such approval shall not be unreasonably withheld or delayed. CONTRACTOR shall be required to immediately inform PVCSD should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to PVCSD for review and approval. An interview may also be required if so desired by PVCSD.

**ARTICLE 4  
COMPENSATION**

4.01 Compensation for all work performed under this Agreement shall be calculated on a time and materials basis. Compensation for the services described in Attachment A shall not exceed Thirty-One Thousand and Five Hundred Dollars (\$31,500). This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties and set forth in an amendment to this Agreement. Such an amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and PVCSD agree that this fee was arrived at through arm's length negotiations between the parties.

**Payment of Expenses and Monthly Invoices**

4.02 PVCSD will reimburse CONTRACTOR for all reasonable expenses incurred in performing services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in Section 4.01. CONTRACTOR shall submit invoices to PVCSD'S Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by PVCSD. CONTRACTOR will provide PVCSD with receipts for all expenses. PVCSD shall make payment to CONTRACTOR within forty- five (45) days of receipt of an approved invoice.

**ARTICLE 5  
OBLIGATIONS OF CONTRACTOR**

**Non-Exclusive Relationship**

5.01 CONTRACTOR may represent, perform services for, and contract with as many additional clients, persons, or companies as CONTRACTOR, in its sole discretion, sees fit.

### **Tools, Materials, and Equipment**

5.02 CONTRACTOR will supply all tools materials, and equipment required to perform the services under this Agreement.

### **CONTRACTOR's Qualifications**

5.03 CONTRACTOR represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of PVCSD. This means CONTRACTOR is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. Acceptance by PVCSD of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither PVCSD's acceptance of, nor payment for any of the services, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

### **Indemnity, Hold Harmless and Defense**

5.04 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend, and hold PVCSD and each of their respective officials, officers, directors, employees, agents and volunteers (collectively referred to as the "Indemnified Parties") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs (collectively referred to as "Liabilities") that such entities or persons may incur that pertain to, arise out of or relate to or are in any manner directly or indirectly connected with the services to be performed pursuant to this Agreement, however caused, including any errors, acts or omissions of CONTRACTOR, including CONTRACTOR's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom CONTRACTOR is legally responsible, or a breach by CONTRACTOR of any representation or agreement contained in this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties.

5.04.1 CONTRACTOR shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

5.04.2 CONTRACTOR shall defend Indemnified Parties, at CONTRACTOR's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. CONTRACTOR and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and CONTRACTOR shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding and approve the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by PVCSD, CONTRACTOR shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to CONTRACTOR's own legal

fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. CONTRACTOR shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf.

5.04.3 If CONTRACTOR is obligated to defend Indemnified Parties pursuant to this Article 5, Section 5.04, and fails to do so after reasonable notice from PVCSD, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and CONTRACTOR shall pay to Indemnified Parties any and all Liabilities incurred in relationship with Indemnified Parties' defense and/or settlement of such proceeding.

5.04.4 CONTRACTOR shall pay and satisfy any judgment, award, liability or decree that may be awarded, imposed or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.

5.04.5 CONTRACTOR's indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any, received by CONTRACTOR or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect CONTRACTOR's indemnity obligations.

5.04.6 CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination of expiration of this Agreement.

### **Insurance**

5.05 CONTRACTOR shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:

5.05.1 California Workers' Compensation Insurance, as required by the State of California, with statutory limits.

5.05.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.

5.05.3 Automobile Liability Insurance [form number CA 0001, covering code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury and property damage.

5.05.4 Employer's Liability Insurance with a combined single limit of no less than Two Million Dollars (\$2,000,000) per claim for bodily injury or disease.

5.05.5 Error and Omissions Insurance appropriate to CONTRACTOR's services, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

5.06 The following are required provisions:

5.06.1 CONTRACTOR will provide additional insured insurance coverage and policy endorsements for PVCSD and each of their respective officers, officials, directors, employees, volunteers or agents (collectively referred to as the "Insured Parties") under the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10 and CG 20 37 forms if later revisions to CG 20 10 are used).

5.06.2 CONTRACTOR's insurance shall be primary insurance as respects Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of CONTRACTOR's insurance and shall not contribute to it.

5.06.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

5.06.4 CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

5.06.5 Liability insurance shall include indemnification against loss from liability imposed by law upon, or assumed under contract by, CONTRACTOR or its subcontractors for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting from the performance or execution of this Agreement by CONTRACTOR or its subcontractors.

5.06.6 Liability insurance shall cover accidents arising out of the use and operation of owned, non-owned and hired automobiles, trucks and/or other mobile equipment.

5.06.7 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled or materially modified by the insured or insurer without thirty (30) days prior written notice by certified mail to PVCSD.

5.06.8 All policies shall specifically cover any contractual liability incurred hereunder.

5.07 CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Insured Parties for all work performed by CONTRACTOR, its employees, agents and subcontractors.

5.08 Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by PVCSD.

5.09 Any deductibles or self-insured retention limits must be disclosed to and approved by PVCSD prior to the execution of this Agreement. At the option of PVCSD, either: the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or CONTRACTOR shall provide a financial guarantee satisfactory to PVCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5.10 CONTRACTOR will furnish PVCSD with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by PVCSD. CONTRACTOR shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. CONTRACTOR shall, upon request of PVCSD at any time, deliver to PVCSD complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

5.11 If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver the renewed certificate(s) including the general liability and auto liability additional insured endorsements to PVCSD at least ten (10) days prior to the expiration date.

5.12 In the event that CONTRACTOR employs subcontractors to perform any portion of the services to be performed pursuant to this Agreement, it shall be CONTRACTOR's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement.

#### **Conflict of Interest**

5.13 Upon the award of this Agreement and periodically thereafter, CONTRACTOR may be required to complete and file with PVCSD a Conflict of Interest form, to be provided to CONTRACTOR by PVCSD.

#### **Assignment**

5.14 Neither this Agreement nor any duties or obligations under this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of PVCSD. PVCSD has entered into this Agreement in order to receive the professional services of CONTRACTOR. The provisions of this Agreement shall apply to any subcontractor to CONTRACTOR. PVCSD shall have the right to approve any subcontractor agreements, in addition to the written consent required by this Section 5.14.

#### **Safety**

5.15 CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel, including personnel of any subcontractors, during performance of the services. CONTRACTOR shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. CONTRACTOR shall also comply with all contract provisions and PVCSD's policies, procedures, departmental rules and other directives, as provided by PVCSD's Project Manager to CONTRACTOR, relating to the safety of the public and workers,

including, but not limited to, PVCSD's Contractor Safety Policies and Procedures and any project specific requirements.

**ARTICLE 6  
OBLIGATIONS OF  
PVCSD**

6.01 PVCSD agrees to comply with all reasonable requests of CONTRACTOR and provide access to all documents reasonably necessary to the performance of CONTRACTOR's duties under this Agreement.

**Place of Work**

6.02 PVCSD agrees to furnish space on PVCSD premises for use by CONTRACTOR while performing the above-described services

**Indemnity**

6.03 PVCSD agrees to indemnify, defend, and hold CONTRACTOR free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONTRACTOR may incur as a result of a breach by PVCSD of any representation or agreement contained in this Agreement.

**ARTICLE 7  
TERMINATION OF AGREEMENT**

**Termination for Default**

7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

7.01.1 CONTRACTOR's failure to complete the services specified in Article 2 of this Agreement.

7.01.2 CONTRACTOR's material breach of any representation or term contained in this Agreement.

7.01.3 PVCSD's material breach of any representation or agreement contained in this Agreement.

**Termination Without Cause**

7.02 Either party may terminate this Agreement without cause upon thirty (30) days written notice.

**Compensation Upon Termination**

7.03 Upon termination by either party under Sections 7.01 or 7.02 above, PVCSD will pay to CONTRACTOR any outstanding service fees minus any costs reasonably incurred by PVCSD related to CONTRACTOR's services under this Agreement prior to the notice of termination.



**ARTICLE 8  
PROPRIETARY RIGHTS**

**Confidential Information**

8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by PVCSD for CONTRACTOR's use are the sole property of PVCSD. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning PVCSD employees, products, services, prices, operations, and subsidiaries.

8.02 CONTRACTOR and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with PVCSD approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONTRACTOR's employees, agents, and subcontractors. On termination of this Agreement, CONTRACTOR will promptly return any confidential information in its possession to PVCSD.

**ARTICLE 9  
GENERAL PROVISIONS**

**Notices**

9.01 Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, first class, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

To PVCSD: Pauma Valley Community  
Services District  
33129 Cole Grade Road  
Pauma Valley, California 92061  
Attention: Eric Steinlicht, Project Manager

To CONTRACTOR: Mr. Kenny Castro  
Flow Right  
7830 Westside Drive, Unit 208, San Deigo, CA 92108  
Attention: Kenny Castro, Project Manager

**Entire Agreement of the Parties**

9.02 This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties.

### **Partial Invalidity**

9.03 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### **Attorneys' Fees**

9.04 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

### **Document and Materials Ownership**

9.05 All original drawings, diskettes, and other copies of documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of PVCSD. PVCSD agrees to indemnify CONTRACTOR for claims, damages, or liabilities caused by any use by PVCSD of the plans, drawings, specifications, and all information gathered by CONTRACTOR on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by CONTRACTOR.

### **Patent and Copyright Indemnity**

9.06 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to PVCSD under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless PVCSD from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. PVCSD will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without PVCSD's prior written consent to any settlement which would require PVCSD to pay money or perform some affirmative act in order to continue using Contractor Products.

9.06.1 If CONTRACTOR is obligated to defend PVCSD pursuant to this section 9.06 and fails to do so after reasonable notice from PVCSD, PVCSD may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to PVCSD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with PVCSD's defense and/or settlement of such proceeding.

9.06.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for PVCSD the right to continue using Contractor Products; or (2) replace or modify Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

9.06.3 Notwithstanding this section 9.06, PVCSD retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

9.06.4 All provisions of Section 5.04, including the subsections thereunder, shall apply to CONTRACTOR's obligation pursuant to this Section 9.06.

#### **Audits**

9.07 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of PVCSD or as part of any audit of PVCSD, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with PVCSD, including any authorized representative of PVCSD, regarding such audit at no charge to PVCSD.

#### **Counterparts**

9.08 This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

#### **Provisions Required By Law**

9.09 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

#### **Governing Law**

9.10 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

#### **Jurisdiction, Forum and Venue**

9.11 The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of San Diego. PVCSD and CONTRACTOR agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. PVCSD and CONTRACTOR hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement, whether on grounds of inconvenient forum or otherwise.

#### **Signature Authority**

9.12 PVCSD and CONTRACTOR do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

Executed in San Diego County, California, on January 23<sup>rd</sup>, 2024.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**CONTRACTOR**

By:   
Eric Steinlicht, General Manager


Kenny Castro Flow Right  
Kenny Castro, Contractor

Attachment A – Scope of Wor

<ul style="list-style-type: none"> <li>Flow Right</li> <li>4838 Sunrise Valley Dr.</li> <li>El Cajon Ca 92020</li> <li>(619)857-0632</li> <li>Kenny@flowrightsd.com</li> </ul>	<ul style="list-style-type: none"> <li>ESTIMATE</li> <li>EST0321</li> <li>DATE</li> <li>01/18/2024</li> <li>TOTAL</li> <li>USD \$31,500.00</li> </ul>
--	---

TO
<ul style="list-style-type: none"> <li>Eric Steinlicht</li> <li>7602147427</li> <li>eric.steinlicht@paumavalleycsd.ca.gov</li> </ul>

DESCRIPTION	RATE	QTY	AMOUNT
<p><b>Flow Right proposes the following: Saw cut and demo approximately 25' of 4" thick asphalt from curb to middle of the street. Excavate down to 4" clay lateral that is at a starting depth of 5' to the city connection of 7-8' deep Contractor will remove all clay piping. The clay pipe is being compromised by root intrusions. We will be removing the 8x4 clay wye where the lateral meets the city connection All new material will be SDR-35 pipe and fittings. Contractor will use 3/4 rock for bedding Contractor will use native soil to compact Detection tape labeled "sewer" will be used 12" above the pipe as a warning for future contractors. Contractor will backfill and compact Base pave with 3/4 asphalt. Come back a week later to T-grind and and cap with 1/2 asphalt. Steel plates to be used temporarily at the end of each work day to ensure traffic can resume as normal. Trench shoring to be used in areas of the trench in depth greater than 5'. Contractor to be responsible for all traffic control and to maintain at all times one lane of open traffic to the community.</b></p> <p>Duration of job: 4-5 days Payment due on completion of job</p>	\$31,500.00	1	\$31,500.00

<b>TOTAL</b>	USD \$31,500.00
	
<b>DATE SIGNED</b>	01/18/2024



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 18**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Constituent Challenge of Ordinance 50, 54, and Request for Reimbursement**

---

**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Discuss and take action as appropriate.

**BACKGROUND**

Mr. and Mrs. Villanueva in October of 2023 had their Public Sewer Lateral lined due to a root intrusion of a tree that resided on their private property. This root intrusion caused an approximate two-inch hole at the invert (bottom) of the pipe. This hole prevented the functionality of the pipe and if ignored over time, would have eventually led to a road collapse by creating a void in the surrounding soil.

**DISCUSSION**

On February 20<sup>th</sup>, 2024, Mr. Villanueva reported an obstruction in the sewer lateral that conveys wastewater from his home to the District Public Sewer Lateral and Main. Mr. Villanueva initially called his personal plumber to examine and remedy the issue. The plumber, according to Mr. Villanueva, was unable to remedy the issue. Mr. Villanueva then called the District General Manager to report the issue. The plumber had also spoken to me on Mr. Villanueva's phone, claiming that the issue resides in the District sewer main. I assured the plumber and Mr. Villanueva that we would investigate and seek to resolve the situation if it is within the District's authority.

I dispatched the Utility Worker with instructions to verify if the issue was within the District sewer main and as I suspected, it was not. I arrived at the scene shortly after and verified this for myself, followed by a discussion with Mr. Villanueva. I notified Mr. Villanueva that the issue appears to be residing in the Public Sewer Lateral, but we won't know with certainty until our contractors arrive and eliminate the obstruction. Mr. Villanueva made clear that he should be reimbursed for the cost of his own plumber and if not, he'd dispute it with the District Board of Directors. I told Mr. Villanueva that I would follow up with him after the contractor arrived, and promptly left to attend the Upper San Luis Rey Sustainable Groundwater Management Authority Board meeting.

Upon careful review of Ordinance fifty (50) and fifty-four (54), I notified Mr. Villanueva of the language within both Ordinances. I explained further that I do not possess the authority to reimburse him for the cost of his private plumber, or to waive the cost assignable to him based on the findings of the contractor and District.

Please see the pictures on the following page illustrating the findings:

**POST LINING  
THE PIPE  
(SCREENSHOT)  
(11/21/2024)**



**AFTER  
REMOVING  
THE  
OBSTRUCTION  
(02/20/2024)**





<p style="text-align: center;"> <b>POST CLEANING &amp; OBSTRUCTION REMOVAL</b>   <b>(AFTERMATH OF OBSTRUCTION REMOVAL)</b>   <b>(02/20/2024)</b> </p>	
<p style="text-align: center;"> <b>POST CLEANING &amp; OBSTRUCTION REMOVAL</b>   <b>(AFTERMATH OF OBSTRUCTION REMOVAL)</b>   <b>(02/20/2024)</b> </p>	

**Ordinance 50**

Ordinance 50 states the following under Article XIII: "Use of Sewer System"

*Section 3: No Person shall discharge or cause to be discharged any of the following described waters or wastes to the Sewer System:*

*(e): "Any solid or viscous substances which will form deposits or obstructions in sewers..."*

*Article XI: "Violations: Revocation or Suspension of Permits"*

Additionally, Ordinance 50 states:

Section 2 Notice. The District shall give not less than five (5) days notice of intention to disconnect a Premises or to suspend or revoke a permit, stating the reasons therefore, and may grant a reasonable time for elimination of the violation; provided, however, that if the District determines that the danger is imminent, and such action is necessary for the immediate protection of the health, safety, or welfare of Persons or property, or for the protection of the Sewer System, any Premises may be disconnected or Sewer Service terminated concurrently with the giving of such notice. Notice shall be given to the occupant of the Premises, if any, and to the record owner of the property as shown upon the last equalized assessment roll of the County of San Diego, by United States mail, registered or certified, return receipt requested, postage prepaid, or by posting such notice on the Premises.

Section 3 Violation As A Misdemeanor; Penalty. Violation of any provision, or the failure to comply with any of the requirements of this Ordinance shall constitute a misdemeanor punishable as applicable under law.

Section 4 Violation; Responsibility For Loss Or Damage. Any Person violating any provision of this Ordinance shall be liable for all damage to the Sewer System incurred as a result of such violation and for any increase in the cost of maintenance or repair resulting from such violation.

#### **Ordinance 54**

Ordinance 54, Section Four (4) states the following:

*"If during the maintenance and repair process within the Public ROW, the District determines the root cause of the failure is due to the property owner' lateral and use, all costs associated with the repair will be charged to the property owner."*

Section 4. The Board of Directors hereby further declares the property owner is not responsible for repair and maintenance costs for any sewer related problems within the Public ROW. If during the maintenance and repair process within the Public ROW, the District determines the root cause of the failure is due to the property owner' lateral and use, all costs associated with the repair will be charged to the property owner. If the property owner disputes the determination made by the District the Board of Directors shall hear the dispute at a regular board meeting and make a decision. The decision shall be final, and collection of payment will follow normal District procedure.

The Board of Directors will consider Mr. Villanueva's challenge of Ordinance fifty (50), fifty-four (54), in addition to his request for reimbursement by the District for his personal plumber and ultimately render a determination for staff to implement.

#### **FISCAL IMPACT**

Mr. Villanueva's personal plumber charges are unknown at this time, but Mr. Villanueva verbally mentioned it to be around six hundred dollars (**\$600**). The cost to the District to remedy the obstruction was eight hundred and ninety-two dollars and fifty cents (**\$892.50**).

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Discuss and take action as appropriate.

**Attachments**

1. Drain Mob Invoice (Cost to Remedy Obstruction)



Drain Mob  
 12463 Rancho Bernardo Rd #103, San Diego, California 92128  
 LIC. #1052692  
 858-212-1940

**BILL TO**

Pauma Valley Community Services District  
 33129 Cole Grade Road  
 Pauma Valley, CA 92061 USA

<b>INVOICE</b> 36209829	<b>INVOICE DATE</b> Feb 20, 2024
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**Home Improvement Contract**  
 License #1052692

**JOB ADDRESS**

16229 Pauma Valley Dr  
 16229 Pauma Valley Drive  
 Pauma Valley, CA 92061 USA

**Completed Date:** 2/20/2024  
**Technician:** Rob Patrick  
**Payment Term:** NET 30  
**Due Date:** 3/21/2024

**DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED**

- Mainline was backed up upon arrival.
- We used a 1/2" hose from the property line cleanout to clear the line.
- About 35' into the clearing process, we found and removed a paper blockage.
- Our camera inspection revealed the presence of some small gravel and a minor bump on the right side of the pipe, which does not obstruct the flow.
- To ensure thorough cleaning, we utilized a jetter and camera to push all debris out of the line and into the city's sewer system.
- The mainline is now completely clear and flowing smoothly.

TASK	DESCRIPTION OF MATERIALS AND EQUIPMENTS	QTY	PRICE	TOTAL
2001 (OT)	Hydro-Jetter on sewer mainline	1.00	\$892.50	\$892.50
			<b>SUB-TOTAL</b>	\$892.50
			<b>TAX 0%</b>	\$0.00
			<b>CONTRACT PRICE</b>	\$892.50
			<b>BALANCE DUE</b>	<b>\$892.50</b>

Thank you for choosing Drain Mob

**CONTRACT PRICE:** \$892.50  
**APPROXIMATE START DATE:** 2/20/2024  
**APPROXIMATE COMPLETE DATE:** 2/20/2024

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: (I) THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

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#### **DOWNPAYMENT**

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

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THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

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**YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.**

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#### **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

**For more information:**

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)  
**CALL** CSLB at 1-800-321-CSLB (2752)  
**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826

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**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

#### **CUSTOMER AUTHORIZATION**

**This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.**

Sign here

Verbal

Date 2/20/2024

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**THREE DAY RIGHT TO CANCEL**

**3-Day Right to Cancel on jobs over \$1000. No signature required.**

Sign here

Verbal

Date 2/20/2024

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The "Notice of Cancellation" may be sent to:

Drain Mob  
12463 Rancho Bernardo Rd #103, San Diego, California 92128  
LIC. #1052692  
858-212-1940

**CUSTOMER ACKNOWLEDGEMENT**

I find and agree that all work performed by Drain Mob has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Verbal

Date 2/20/2024

---

# Drain Mob LLC

License # 1052692  
Bernardo Rd # 103  
San Diego, CA 92128  
(858) 212-1940

12463 Rancho



## Authorization to Start Work

### Home Improvement Contract

I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **Drain Mob, LLC** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guarantee figure for the completion of work on my home. I understand that **Drain Mob, LLC** will only perform the work outlined above unless it obtains a further agreement from me.

## Terms and Conditions To Be Displayed When Clicked:

**Terms & Conditions:** I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **Drain Mob, LLC** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guarantee figure for the completion of work on my home. I understand that **Drain Mob, LLC** will only perform the work outlined above unless we obtain a further agreement.

**1. Drain Mob, LLC** does hereby warranty the services provided by it for the period stated on the Contract. This warranty covers service and labor only. Any and all parts installed as part of the work by **Drain Mob, LLC** is covered by the manufactures warranty only. Customer shall have no recourse against **Drain Mob, LLC** for the defects in parts utilized. This warranty is limited to defect in workmanship not caused by intervening acts such as mistreatment or neglect by customer. If a defect in workmanship is detected, customer shall promptly notify **Drain Mob, LLC** of the defect and shall allow **Drain Mob, LLC** the opportunity to complete repairs of the defective workmanship. This remedy is exclusive. If customer fails to notify **Drain Mob, LLC** of the alleged defect in workmanship and Not allow **Drain Mob, LLC** the opportunity to repair the defect, customer shall have no remedy at law.

**2. Limitations of Liability.** Customer understands and agrees **Drain Mob, LLC** shall not be liable for any damage caused as a result of existing improper, worn, rusted or defective plumbing, pipe fixtures, walls, flooring, and/or roofing. Customer further understands and agrees **Drain Mob, LLC** shall not be liable for any incidental or consequential damages which result from materials supplied of services rendered.

**3. Resolution of Disputes.** A. Customer agrees that all disputes under this agreement shall be litigated in courts chosen by **Drain Mob, LLC**. B. Customer further agrees that the Law of the State shall apply to all disputes between the parties hereto.

**4. Attorney's Fees.** It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating, or referring to this agreement, shall have additional right to recover his/her attorney's fees costs in addition to the cost of the action itself.

**5. Entire Contract.** This agreement replaces and supersedes and and all previous agreements, written or oral, with the respect to the work to be performed by **Drain Mob, LLC**. Should anyone or, more of the contract provisions be determined illegals and/or unenforceable, all remaining provisions shall nevertheless remain effective.

**6. Amendments.** Amendments to this agreement may only be made in writing and signed by Change Order.

**7. Warranty of Ownership.** Customer does hereby represent that he or she is the owner or the authorized agent of the owner of the real property which **Drain Mob, LLC** will commence work.

**8. Force Majeure.** **Drain Mob, LLC** shall not be liable under the provisions of this agreement for damages on account of strikes, lockouts, accidents, fires, delays in manufacturing, delays of carriers, acts of God, governmental actions, state of war, or any other cause beyond the control of the manufacturer whether or not similar to those enumerated.

## Drain Mob LLC

License # 1052692  
Bernardo Rd # 103  
San Diego, CA 92128  
(858) 212-1940

12463 Rancho



9. **Mold Release.** Contractor **Drain Mob, LLC** makes no representation or warranty, express, implied, or otherwise regarding mold, fungi, rust, corrosion or other bacteria or organisms. Contractor shall have no duty or responsibility or liability all of which is expressly waived by you for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair, replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms. Any implied warranty of workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby waived and disclaimed.

10. **Deposit / Down payment** It is against the law for a contractor to collect payment for work not yet completed, or for materials not yet delivered. However, A contractor may require a down payment. The down payment cannot exceed \$1,000.00 or 10% of the total contract, whichever is less. Progress payments must describe each phase of work including the amount of each payment.

## Mechanic's Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record a mechanics lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 20 Day Preliminary Notice. this notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **Protect yourself from liens.** You can protect yourself from liens by getting a list of all subcontractors, laborers and suppliers that work on your project. Make sure every person has been paid in full after completion of each phase in writing. **Remember, If you do nothing, You risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

## Information About Licensed Contractors

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline, the authority will investigate the complaint. If you use an unlicensed contractor, the authority may not be able to help you resolve your complaint. Your only remedy may be civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.



## Drain Mob LLC

License # 1052692  
Bernardo Rd # 103  
San Diego, CA 92128  
(858) 212-1940

12463 Rancho



### COMPLETION ACCEPTANCE OF WORK PERFORMED

I acknowledge satisfactory completion of the work designated on this invoice and that the premises have been left in a satisfactory condition. I understand that if my check does not clear, I am liable for the check and any charges from the bank. I agree to pay 1.75% per month for past due amounts (minimum charge \$30). In the event that the collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all attorneys fees and collection costs. I agree that the amount set forth in the space marked "Total" is the total price I have agreed to pay today. In the event if I am unsatisfied with the work, I will contact this company prior to posting to any online forums, websites, social media, or review sites. I agree to give **Drain Mob, LLC** the opportunity to address my un-satisfaction. Any comment or review posted to anywhere on the internet must be removed immediately until **Drain Mob, LLC** is contacted via phone call to **Drain Mob, LLC**, and you have spoken directly with The OWNER to address the issue. In the event that my grievances can not be resolved to my satisfaction, I agree to post the full story of our conversation and interaction with any social media posting (which includes reviews to Yelp!, Home Advisor, Angie's List, Google, Facebook etc.). If my comments and/or reviews are missing the complete story, the post must be immediately removed and will result in legal action by **Drain Mob, LLC**.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 19**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Financial Audit Report for the Fiscal Year Ending June of 2023**

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**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Accept the financial audit report for the fiscal year ending 2023.
2. Discuss and take other action as appropriate.

**BACKGROUND**

The District is required by law to retain a qualified accounting firm to perform a financial audit each and every fiscal year to ensure the accountability and transparency of the District.

**DISCUSSION**

The District General Manager, Office Manager and District consultant have worked closely with Nigro & Nigro during this auditing process to ensure compliance and transparency with the auditing firm. Mr. Paul Kaymark of Nigro and Nigro is in attendance today who has prepared a presentation showcasing audit conclusions for the Board of Directors consideration.

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Accept the financial audit report for the fiscal year ending 2023.
2. Discuss and take other action as appropriate.

**Attachments**

1. Financial Audit for Fiscal Year 2022 through 2023.

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**Prepared by:** General Manager, Eric Steinlicht  
**Reviewed by:** Office Manager, Marissa Fehling  
**Approved by:** General Manager, Eric Steinlicht

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**Presentation to the Board of Directors**  
**For the Fiscal Year Ended**  
**June 30, 2023**

**NIGRO & NIGRO<sup>PC</sup>**



## SCOPE OF WORK

Perform Audit Testwork of the Entity's Annual Financial Statements/Report

Report on the Entity's internal control over financial reporting and on compliance in accordance with Government Auditing Standards

## OUR RESPONSIBILITY IN ACCORDANCE WITH PROFESSIONAL STANDARDS

1. Form and express an opinion about whether the Annual Financial Statements results, that have been prepared by management, are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America.
2. Our responsibility is to plan and perform the audit to obtain **reasonable assurance (not absolute assurance)** about whether the Annual Financial Statements are free of material misstatements.
3. We are to consider the Entity's internal controls and segregations of duties over accounting procedures and financial reporting as we perform our audit testwork. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal controls.

## AUDIT RESULTS

An Auditor's **Unmodified Opinion** has been issued on the Annual Financial Statements.

- The Annual Financial Statements are fairly presented in all material respects.
- The adopted significant accounting policies have been consistently applied.
- Estimates are considered reasonable for Depreciation and Pension expenses.
- Required disclosures are properly reflected in the Annual Financial Statements.

## AU-C 265 – Communicating Internal Control Related Matters Identified in an Audit

**No Material Issues Arose to be Reported to the Governing Board/Management**

**Any Minor Issues Were Discussed Orally and Corrected by Management**

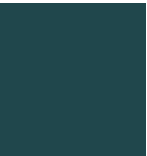

## How Do We Make You Better?

**Best Practice Solutions Were Conveyed to Management – That's the Audit ROI**

**Pauma Valley Community Services District  
Dashboard – Audited Financial Statements**

**June 30, 2023 vs 2022**

Revenues & Expenses	2023	2022	Variance
<b>Operating Revenues:</b>			
Sewer service fees	\$ 502,449	\$ 453,233	\$ 49,216
Patrol service fees	557,360	537,949	19,411
Gate service fees	449,000	420,744	28,256
Reimbursement from RPMWC CalPERS	-	713,893	(713,893)
Other fees and charges	25,105	19,813	5,292
			<b>(611,718)</b>
<b>Non-Operating Revenues:</b>			
Property taxes (7.9%)	126,454	117,175	9,279
Investment earnings	222	598	(376)
Change in investment in USLRGMA	(6,446)	-	(6,446)
Sale of capital assets	-	12,000	(12,000)
<b>Total Revenues</b>	<b>1,654,144</b>	<b>2,275,405</b>	<b>(621,261)</b>
<b>Operating Expenses:</b>			
Sewer system	508,208	534,614	(26,406)
Patrol services	716,078	571,109	144,969
Gate services	465,182	394,756	70,426
General and administration	635,463	491,848	143,615
<b>Total Operating Expenses</b>	<b>2,324,931</b>	<b>1,992,327</b>	<b>332,604</b>
<b>Change in Revenues &amp; Expenses</b>	<b>\$ (670,787)</b>	<b>\$ 283,078</b>	<b>\$ (953,865)</b>
<b>Capital Outlay:</b>			
<b>Capital Asset Additions</b>	<b>\$ (20,139)</b>	<b>\$ (244,833)</b>	<b>\$ 224,694</b>
<b>Depreciation Expense</b>	<b>140,258</b>	<b>148,692</b>	<b>(8,434)</b>
<b>Change in Capital Expense</b>	<b>\$ 120,119</b>	<b>\$ (96,141)</b>	<b>\$ 216,260</b>
<b>Cash &amp; Investments</b>	<b>\$ 252,862</b>	<b>\$ 232,468</b>	<b>\$ 20,394</b>
<b>Quick Summary:</b>			
<b>Change in Revenues &amp; Expenses</b>	<b>\$ (670,787)</b>		
<b>Change in Capital Expense</b>	<b>120,119</b>	Use of cash	
<b>Change in AR/AP to Cash</b>	<b>(68,703)</b>	Change to cash	
<b>Change in Pension Liability</b>	<b>633,931</b>	Change to cash	
<b>Change in Cash &amp; Investments</b>	<b>\$ 14,560</b>	<b>Approximately</b>	<b>\$ (5,834)</b>
<b>Investment Earnings to Portfolio</b>	<b>0.09%</b>		
	242,665	Average Portfolio	



**PAUMA VALLEY  
COMMUNITY SERVICES DISTRICT  
ANNUAL FINANCIAL REPORT  
For the Fiscal Years Ended  
June 30, 2023 and 2022**

**NIGRO  
& NIGRO<sup>PC</sup>**

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*For the Fiscal Years Ended June 30, 2023 and 2022*  
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## ***Financial Section***

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Pauma Valley Community Services District  
Pauma Valley, California

### Opinion

We have audited the accompanying financial statements of the Pauma Valley Community Services District (District), which comprise the balance sheets as of June 30, 2023 and 2022, and related statements of revenue, expenses, and changes in net position, and cash flows for the years then ended, and related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District as of June 30, 2023 and 2022, and the respective changes in its financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Schedule of the District's Proportionate Share of the Plan's Net Pension Liability, and Schedule of the District's Contributions to the Pension Plan be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Prior-Year Comparative Information**

The financial statements include partial prior-year comparative information. Such information does not include sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the District's financial statements for the year ended June 30, 2022, from which such partial information was derived.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a separate report dated March 25, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Murrieta, California  
March 25, 2024

## **PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

### *Management's Discussion and Analysis (Unaudited)*

*For the Fiscal Years Ended June 30, 2023 and 2022*

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Management's Discussion and Analysis (MD&A) offers readers of Pauma Valley Community Services District's financial statements a narrative overview of the District's financial activities for the fiscal years ended June 30, 2023 and 2022. This MD&A presents financial highlights, an overview of the accompanying financial statements, an analysis of net position and results of operations, a current-to prior year analysis, a discussion on restrictions, commitments and limitations, and a discussion of significant activity involving capital assets and long-term debt. Please read in conjunction with the financial statements, which follow this section.

#### **FINANCIAL HIGHLIGHTS**

- In fiscal year 2023, the District's net position decreased by \$670,787 or 22.75% from the prior year's net position of \$2,947,966 to \$2,277,179 as a result of the year's operations.
- In fiscal year 2022, the District's net position increased by \$283,078 or 10.62% from the prior year's net position of \$2,664,888 to \$2,947,966 as a result of the year's operations.
- In fiscal year 2023, operating revenues decreased \$611,718 or 28.51% from \$2,145,632 to \$1,533,914, from the prior year, primarily due to a one-time reimbursement of \$677,124 from RPMWC for its portion of the Net Pension Liability payoff in the prior fiscal year.
- In fiscal year 2022, operating revenues increased \$737,703 or 52.40% from \$1,407,929 to \$2,145,632, from the prior year, primarily due to a one-time reimbursement of \$677,124 from RPMWC for its portion of the Net Pension Liability off.
- In fiscal year 2023, operating expenses increased \$332,604 or 16.69% from \$1,992,327 to \$2,324,931, from the prior year, primarily due to an increase in the overall costs across all categories.
- In fiscal year 2022, operating expenses increased \$448,031 or 29.01% from \$1,544,296 to \$1,992,327, from the prior year, primarily due to an increase in the overall costs across all categories.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis serve as an introduction to the District's financial statements. The District's basic financial statements reflect the combined results of the Operating and Capital Programs and include four components: (1) Balance Sheet; (2) Statement of Revenues, Expenses, and Changes in Net Position; (3) Statement of Cash Flows; and (4) Notes to the Financial Statements.

The financial statements accompanying this MD&A present the net position, results of operations, and changes in cash flow during the fiscal years ending June 30, 2023 and 2022. These financial statements have been prepared using the accrual basis of accounting, which is similar to the accounting basis used by for-profit entities. Each financial statement is identified and defined in this section, and analyzed in subsequent sections of this MD&A.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

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**REQUIRED FINANCIAL STATEMENTS**

**Balance Sheet**

The Balance Sheet presents information on the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. However, other factors such as changes in economic conditions, population growth, zoning, and new or changed legislation or regulations also need to be considered when establishing financial position. Assets and deferred outflows of resources exceed liabilities and deferred inflow of resources, resulting in net positions of \$2,277,179 and \$2,947,966 as of June 30, 2023 and 2022, respectively.

**Statement of Revenues, Expenses, and Changes in Net Position**

The Statement of Revenues, Expenses, and Changes in Net Position present information showing how the District's net position changed during the fiscal year. All of the year's revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the results of the District's operations for the year and can be used to determine if the District has successfully recovered all of its costs through user fees and other charges. Operating revenues and expenses are related to the District's core activities (providing sewer, patrol, and gate services). Non-operating revenues and expenses are not directly related to the core activities of the District (e.g. interest income, interest expense, property taxes, gain or loss on sale of assets). For the fiscal years ended June 30, 2023 and 2022, net position decreased \$670,787 and increased \$283,078, respectively.

**Statement of Cash Flows**

The Statement of Cash Flows presents information regarding the District's use of cash during the year. It reports cash receipts, cash payments, and net changes in cash resulting from operations, financing and investing activities. The Statement of Cash Flows provides answers to such questions as: Where did cash come from? What was cash used for? What was the change in the cash balance during the reporting period?

District cash flows for the year have been categorized into one of the following activities: operating, non-capital financing, capital and related financing, or investing. The total of these categories represents a change in cash and cash equivalents of \$20,394 and (\$949,825) for the fiscal years ending June 30, 2023 and 2022, respectively. Cash equivalents managed directly by the District consist of investments in the California Local Agency Investment Fund (LAIF).

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

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**FINANCIAL ANALYSIS AND CONDENSED FINANCIAL INFORMATION**

**Analysis of Net Position**

**Table A-1: Condensed Balance Sheets**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Change</u>	<u>June 30, 2021</u>	<u>Change</u>
<b>Assets:</b>					
Current assets	\$ 502,890	\$ 372,166	\$ 130,724	\$ 1,276,729	\$ (904,563)
Noncurrent	(6,446)	-	(6,446)	-	\$ -
Capital assets, net	<u>2,630,028</u>	<u>2,834,269</u>	<u>(204,241)</u>	<u>2,738,128</u>	<u>96,141</u>
<b>Total assets</b>	<u>3,126,472</u>	<u>3,206,435</u>	<u>(79,963)</u>	<u>4,014,857</u>	<u>(808,422)</u>
<b>Deferred outflows of resources</b>	<u>1,224,393</u>	<u>1,842,793</u>	<u>(618,400)</u>	<u>293,789</u>	<u>1,549,004</u>
<b>Total assets and deferred outflows of resources</b>	<u>\$ 4,350,865</u>	<u>\$ 5,049,228</u>	<u>\$ (698,363)</u>	<u>\$ 4,308,646</u>	<u>\$ 740,582</u>
<b>Liabilities:</b>					
Current liabilities	\$ 170,414	\$ 207,659	\$ (37,245)	\$ 108,857	\$ 98,802
Non-current liabilities	<u>327,201</u>	<u>996,906</u>	<u>(669,705)</u>	<u>1,522,061</u>	<u>(525,155)</u>
<b>Total liabilities</b>	<u>497,615</u>	<u>1,204,565</u>	<u>(706,950)</u>	<u>1,630,918</u>	<u>(426,353)</u>
<b>Deferred inflows of resources</b>	<u>1,576,071</u>	<u>896,697</u>	<u>679,374</u>	<u>12,840</u>	<u>883,857</u>
<b>Net position:</b>					
Investment in capital assets	2,623,582	2,834,269	(210,687)	2,738,128	96,141
Unrestricted (Deficit)	<u>(346,403)</u>	<u>113,697</u>	<u>(460,100)</u>	<u>(73,240)</u>	<u>186,937</u>
<b>Total net position</b>	<u>2,277,179</u>	<u>2,947,966</u>	<u>(670,787)</u>	<u>2,664,888</u>	<u>283,078</u>
<b>Total liabilities, deferred outflows of resources and net position</b>	<u>\$ 4,350,865</u>	<u>\$ 5,049,228</u>	<u>\$ (698,363)</u>	<u>\$ 4,308,646</u>	<u>\$ 740,582</u>

The condensed statement on the prior page presents a summary of the District's Balance Sheet.

- The District's net position as of June 30, 2023 totaled \$2,277,179 compared with \$2,947,966 as of June 30, 2022, a decrease of \$670,787 or 22.75%.
- The District's net position as of June 30, 2022 totaled \$2,947,966 compared with \$2,664,888 as of June 30, 2021, an increase of \$283,078 or 10.62%.

Net position is accumulated from revenues, expenses, and contributed capital combined with the beginning balance of net position as presented in the Statement of Revenues, Expenses, and Changes in Net Position.

In accordance with generally accepted accounting principles, capital assets are recorded at historical cost.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

**FINANCIAL ANALYSIS AND CONDENSED FINANCIAL INFORMATION (continued)**

**Analysis of Revenues and Expenses**

**Table A-2: Condensed Statements of Revenues, Expenses, and Changes in Net Position**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Change</u>	<u>June 30, 2021</u>	<u>Change</u>
Operating revenues	\$ 1,533,914	\$ 2,145,632	\$ (611,718)	\$ 1,407,929	\$ 737,703
Operating expenses	<u>(2,324,931)</u>	<u>(1,992,327)</u>	<u>(332,604)</u>	<u>(1,544,296)</u>	<u>(448,031)</u>
<b>Operating income (loss)</b>	(791,017)	153,305	(944,322)	(136,367)	289,672
Non-operating revenues(expenses), net	<u>120,230</u>	<u>129,773</u>	<u>(9,543)</u>	<u>113,996</u>	<u>15,777</u>
<b>Change in net position</b>	(670,787)	283,078	(953,865)	(22,371)	305,449
Net position:					
<b>Beginning of year</b>	<u>2,947,966</u>	<u>2,664,888</u>	<u>283,078</u>	<u>2,687,259</u>	<u>(22,371)</u>
<b>End of year</b>	<u>\$ 2,277,179</u>	<u>\$ 2,947,966</u>	<u>\$ (670,787)</u>	<u>\$ 2,664,888</u>	<u>\$ 283,078</u>

While the Statement of Net Position shows the change in financial position, the Statements of Revenues, Expenses and Changes in Net Position, provides answers to the nature and source of these changes.

**Table A-3: Comparative Statement of Revenues**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Increase (Decrease)</u>	<u>June 30, 2021</u>	<u>Increase (Decrease)</u>
<b>Operating revenues:</b>					
Sewer service fees	\$ 502,449	\$ 453,233	\$ 49,216	\$ 443,267	\$ 9,966
Patrol service fees	557,360	537,949	19,411	537,949	-
Gate service fees	449,000	420,744	28,256	398,364	22,380
Other fees and charges	<u>25,105</u>	<u>733,706</u>	<u>(708,601)</u>	<u>28,349</u>	<u>705,357</u>
<b>Total operating revenues</b>	<u>1,533,914</u>	<u>2,145,632</u>	<u>(611,718)</u>	<u>1,407,929</u>	<u>737,703</u>
<b>Non-operating:</b>					
Property taxes	126,454	117,175	9,279	112,479	4,696
Investment earnings	222	598	(376)	1,517	(919)
Change in investment in USLRGMA	(6,446)	-	(6,446)	-	-
Sale of capital asset	<u>-</u>	<u>12,000</u>	<u>(12,000)</u>	<u>-</u>	<u>12,000</u>
<b>Total non-operating</b>	<u>120,230</u>	<u>129,773</u>	<u>(9,543)</u>	<u>113,996</u>	<u>15,777</u>
<b>Total revenues</b>	<u>\$ 1,654,144</u>	<u>\$ 2,275,405</u>	<u>\$ (621,261)</u>	<u>\$ 1,521,925</u>	<u>\$ 753,480</u>

- In fiscal year 2023, operating revenues decreased \$611,718 or 28.51% from \$2,145,632 to \$1,533,914, from the prior year, primarily due to a one-time reimbursement of \$677,124 from RPMWC for its portion of the Net Pension Liability payoff in the prior fiscal year.
- In fiscal year 2022, operating revenues increased \$737,703 or 52.39% from \$1,407,929 to \$2,145,632, from the prior year, primarily due to a one-time reimbursement of \$677,124 from RPMWC for its portion of the Net Pension Liability payoff.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

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**FINANCIAL ANALYSIS AND CONDENSED FINANCIAL INFORMATION (continued)**

**Analysis of Revenues and Expenses (continued)**

**Table A-4: Comparative Statement of Expenses**

	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>Increase (Decrease)</u>	<u>June 30, 2021</u>	<u>Increase (Decrease)</u>
<b>Operating expenses:</b>					
Sewer system	\$ 508,208	\$ 534,614	\$ (26,406)	\$ 411,171	\$ 123,443
Patrol services	716,078	571,109	144,969	441,355	129,754
Gate services	465,182	394,756	70,426	302,455	92,301
General and administrative	635,463	491,848	143,615	389,315	102,533
<b>Total operating expenses</b>	<u>2,324,931</u>	<u>1,992,327</u>	<u>332,604</u>	<u>1,544,296</u>	<u>448,031</u>
<b>Total expenses</b>	<u>\$ 2,324,931</u>	<u>\$ 1,992,327</u>	<u>\$ 332,604</u>	<u>\$ 1,544,296</u>	<u>\$ 448,031</u>

- In fiscal year 2023, operating expenses increased \$332,604 or 16.69% from \$1,992,327 to \$2,324,931, from the prior year, primarily due to an increase in the overall costs across all categories.
- In fiscal year 2022, operating expenses increased \$448,031 or 29.01% from \$1,544,296 to \$1,992,327, from the prior year, primarily due to an increase in the overall costs across all categories.

**CAPITAL ASSETS**

	<u>Balance June 30, 2023</u>	<u>Balance June 30, 2022</u>	<u>Balance June 30, 2021</u>
<b>Capital assets:</b>			
Non-depreciable assets	\$ 94,868	\$ 94,868	\$ 94,868
Depreciable assets	4,468,091	4,532,074	4,424,072
Accumulated depreciation	<u>(1,932,931)</u>	<u>(1,792,673)</u>	<u>(1,780,812)</u>
<b>Total capital assets, net</b>	<u>\$ 2,630,028</u>	<u>\$ 2,834,269</u>	<u>\$ 2,738,128</u>

In 2023, capital assets, net decreased by \$204,241 from the prior year, contributing towards the ending balance of \$2,630,028. This overall net decrease consisted of \$20,139 in additions, \$84,122 in deletions, and current year depreciation of \$140,258.

In 2022, capital assets, net increased by \$96,141 from the prior year, contributing towards the ending balance of \$2,834,269. This overall net increase consisted of \$244,833 in additions, \$136,831 in deletions, and current year depreciation of \$148,692.



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Management's Discussion and Analysis (Unaudited)*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

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**CONDITIONS AFFECTING CURRENT FINANCIAL POSITION**

Management is unaware of any item that would affect the current financial position.

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our Board of Directors, citizens, customers, ratepayers, and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the funds it receives and the stewardship of the facilities it owns and operates. If you have questions about this report or need additional information, please contact the District's General Manager, Pauma Valley Community Services District, 33129 Cole Grade Road, Pauma Valley, California 92061.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Balance Sheets*

*June 30, 2023 and 2022*

<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>	<u>2023</u>	<u>2022</u>
<b>Current assets:</b>		
Cash and cash equivalents (Note 2)	\$ 252,862	\$ 232,468
Accrued interest receivable	54	1
Accounts receivable (Note 3)	191,443	72,419
Property taxes receivable	1,284	975
Other receivables	7,839	-
Prepaid expenses	26,158	42,053
Prepaid lease (Note 4)	23,250	24,250
<b>Total current assets</b>	<u>502,890</u>	<u>372,166</u>
<b>Non-current assets:</b>		
Investment in Upper San Luis Rey Groundwater Management Authority (Note 5)	(6,446)	-
Capital assets – not being depreciated (Note 6)	94,868	94,868
Capital assets – being depreciated, net (Note 6)	2,535,160	2,739,401
<b>Total non-current assets</b>	<u>2,623,582</u>	<u>2,834,269</u>
<b>Total assets</b>	<u>3,126,472</u>	<u>3,206,435</u>
<b>Deferred outflows of resources:</b>		
Deferred amounts related to net pension liability (Note 8)	1,224,393	1,842,793
<b>Total deferred outflows of resources</b>	<u>1,224,393</u>	<u>1,842,793</u>
<b>Total assets and deferred outflows of resources</b>	<u>\$ 4,350,865</u>	<u>\$ 5,049,228</u>
 <b><u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</u></b>		
<b>Current liabilities:</b>		
Accounts payable and accrued expenses	\$ 132,575	\$ 166,376
Customer unearned revenue for services	28,520	26,102
Long-term liabilities – due within one year:		
Compensated absences (Note 7)	9,319	15,181
<b>Total current liabilities</b>	<u>170,414</u>	<u>207,659</u>
<b>Non-current liabilities:</b>		
Long-term liabilities – due in more than one year:		
Compensated absences (Note 7)	9,319	15,181
Net pension liability (Note 8)	317,882	981,725
<b>Total non-current liabilities</b>	<u>327,201</u>	<u>996,906</u>
<b>Total liabilities</b>	<u>497,615</u>	<u>1,204,565</u>
<b>Deferred inflows of resources:</b>		
Deferred amounts related to net pension liability (Note 8)	1,576,071	896,697
<b>Total deferred inflows of resources</b>	<u>1,576,071</u>	<u>896,697</u>
<b>Net position:</b>		
Investment in capital assets	2,623,582	2,834,269
Unrestricted (Deficit)	(346,403)	113,697
<b>Total net position</b>	<u>2,277,179</u>	<u>2,947,966</u>
<b>Total liabilities, deferred inflows of resources and net position</b>	<u>\$ 4,350,865</u>	<u>\$ 5,049,228</u>

*The notes to financial statements are an integral part of this statement.*

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Statements of Revenues, Expenses and Changes in Net Position*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

	<u>2023</u>	<u>2022</u>
<b>Operating revenues:</b>		
Sewer service fees	\$ 502,449	\$ 453,233
Patrol service fees	557,360	537,949
Gate service fees	449,000	420,744
Other fees and charges	25,105	733,706
<b>Total operating revenues</b>	<u>1,533,914</u>	<u>2,145,632</u>
<b>Operating expenses:</b>		
Sewer system	508,208	534,614
Patrol services	716,078	571,109
Gate services	465,182	394,756
General and administrative	635,463	491,848
<b>Total operating expenses</b>	<u>2,324,931</u>	<u>1,992,327</u>
<b>Operating income (loss)</b>	<u>(791,017)</u>	<u>153,305</u>
<b>Non-operating revenues(expenses):</b>		
Property taxes	126,454	117,175
Investment earnings	222	598
Change in investment in USLRGMA (Note 5)	(6,446)	-
Sale of capital assets	-	12,000
<b>Total non-operating revenue(expense), net</b>	<u>120,230</u>	<u>129,773</u>
<b>Change in net position</b>	<u>(670,787)</u>	<u>283,078</u>
<b>Net position:</b>		
Beginning of year	<u>2,947,966</u>	<u>2,664,888</u>
End of year	<u>\$ 2,277,179</u>	<u>\$ 2,947,966</u>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Statements of Cash Flows*

*For the Fiscal Years Ended June 30, 2023 and 2022*

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	<u>2023</u>	<u>2022</u>
<b>Cash flows from operating activities:</b>		
Cash receipts from customers and others	\$ 1,410,469	\$ 2,109,911
Cash paid to employees for salaries and wages	(997,535)	(909,549)
Cash paid to vendors and suppliers for materials and services	(498,715)	(2,035,796)
<b>Net cash used by operating activities</b>	<u>(85,781)</u>	<u>(835,434)</u>
<b>Cash flows from non-capital financing activities:</b>		
Proceeds from property taxes	126,145	116,971
<b>Net cash provided by non-capital financing activities</b>	<u>126,145</u>	<u>116,971</u>
<b>Cash flows from capital and related financing activities:</b>		
Acquisition and construction of capital assets	(20,139)	(244,833)
Sale of capital assets	-	12,000
<b>Net cash used in capital and related financing activities</b>	<u>(20,139)</u>	<u>(232,833)</u>
<b>Cash flows from investing activities:</b>		
Investment earnings	169	1,471
<b>Net cash provided by investing activities</b>	<u>169</u>	<u>1,471</u>
<b>Net increase(decrease) in cash and cash equivalents</b>	20,394	(949,825)
<b>Cash and cash equivalents:</b>		
Beginning of year	232,468	1,182,293
End of year	<u>\$ 252,862</u>	<u>\$ 232,468</u>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Statements of Cash Flows (continued)*

*For the Fiscal Years Ended June 30, 2023 and 2022*

	<u>2023</u>	<u>2022</u>
<b>Reconciliation of operating income(loss) to net cash used by operating activities:</b>		
Operating income(loss)	\$ (791,017)	\$ 153,305
<b>Adjustments to reconcile operating income(loss) to net cash used in operating activities:</b>		
Depreciation	140,258	148,692
<b>Change in assets - (increase)decrease:</b>		
Accounts receivable	(119,024)	(18,640)
Other receivables	(7,839)	-
Prepaid expenses	15,895	(3,041)
Prepaid lease	1,000	(24,250)
<b>Change in deferred outflows of resources - (increase)decrease</b>		
Deferred amounts related to net pension liability	618,400	(1,549,004)
<b>Change in liabilities - increase(decrease):</b>		
Accounts payable and accrued expenses	50,321	88,868
Customer unearned revenue for services	2,418	7,169
Compensated absences	(11,724)	5,531
Net pension liability	(663,843)	(527,921)
<b>Change in deferred inflows of resources - increase(decrease)</b>		
Deferred amounts related to net pension liability	679,374	883,857
<b>Total adjustments</b>	<u>705,236</u>	<u>(988,739)</u>
<b>Net cash used in operating activities</b>	<u>\$ (85,781)</u>	<u>\$ (835,434)</u>

# PAUMA VALLEY COMMUNITY SERVICES DISTRICT

## Notes to Financial Statements

June 30, 2023 and 2022

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

#### A. Description of Organization

The Pauma Valley Community Services District (District) was organized in 1961 under the Community Services District Law (Division 2 of Title 6) to provide sanitary sewer and security services to its constituency. The District is governed by a Board of Directors consisting of five directors elected by the District's constituency. The principal source of revenues to the District is fees for sanitary sewer and security services.

#### B. Reporting Entity

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, and agencies that are not legally separate from the District.

The criteria used in determining the scope of the financial reporting entity is based on the provisions of Governmental Accounting Standards Board Statement No. 61, *The Financial Reporting Entity* (GASB Statement No. 61). The District is the primary governmental unit based on the foundation of a separately elected governing board that is elected by the citizens in a general popular election. Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The District is financially accountable if it appoints a voting majority of the organization's governing body and: 1) It is able to impose its will on that organization, or 2) There is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the primary government.

The District has identified no organizations that are required to be reported as component units.

#### C. Basis of Presentation, Basis of Accounting

The Financial Statements (i.e., the balance sheet, the statement of revenues, expenses and change in net position, and statement of cash flows) report information on all of the activities of the primary government. The District accounts for its operations (a) that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

The Financial Statements are reported using the “*economic resources*” measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as all eligibility requirements have been met. Interest associated with the current fiscal period is considered to be susceptible to accrual and has been recognized as revenue in the current fiscal period.

## PAUMA VALLEY COMMUNITY SERVICES DISTRICT

### Notes to Financial Statements

June 30, 2023 and 2022

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#### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

##### C. Basis of Presentation, Basis of Accounting (continued)

In accordance with GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*, the Statement of Net Position reports separate sections for Deferred Outflows of Resources, and Deferred Inflows of Resources, when applicable.

**Deferred Outflows of Resources** represent outflows of resources (consumption of net position) that apply to future periods and therefore, will not be recognized as an expense until that time.

**Deferred Inflows of Resources** represent inflows of resources (acquisition of net position) that apply to future periods and therefore, are not recognized as a revenue until that time.

Operating revenues are generated from the primary operations of the District. The District reports a measure of operations by presenting the change in net position from operations as *operating income* in the statement of revenues, expenses, and changes in net position. Operating activities are defined by the District as all activities other than financing and investing activities (interest expense and investment income), grants and subsidies, and other infrequently occurring transactions of a non-operating nature. Operating expenses are those expenses that are essential to the primary operations of the District. All other expenses are reported as non-operating expenses.

##### D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position

###### 1. Cash and Cash Equivalents

For purposes of the statement of cash flows, the District considers all highly liquid investments with a maturity of three months or less, when purchased, to be cash equivalents. Cash deposits are reported at the carrying amount, which reasonably estimates fair value.

###### 2. Investments

Investments are reported at fair value, except for short-term investments, which are reported at cost, which approximates fair value. Cash deposits are reported at carrying amount, which reasonably estimates fair value. Investments in governmental investment pools are reported at fair value, based on the fair value per share of the pool's underlying portfolio.

In accordance with fair value measurements, the District categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1), and the lowest priority to unobservable inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Financial assets and liabilities recorded on the balance sheet are categorized based on the inputs to the valuation techniques as follows:

*Level 1* – Inputs that reflect unadjusted quoted prices in active markets for identical investments, such as stocks, corporate and government bonds. The District has the ability to access the holding and quoted prices as of the measurement date.

# PAUMA VALLEY COMMUNITY SERVICES DISTRICT

## Notes to Financial Statements

June 30, 2023 and 2022

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### NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)

#### D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)

##### 2. Investments (continued)

*Level 2* – Inputs, other than quoted prices, that are observable for the asset or liability either directly or indirectly, including inputs from markets that are not considered to be active.

*Level 3* – Inputs that are unobservable. Unobservable inputs reflect the District’s own assumptions about the factors market participants would use in pricing an investment and is based on the best information available under the circumstances.

##### 3. Allowance for Doubtful Accounts

The District’s accounts receivable consists of balances due from its customers, substantially all whom are residents in Pauma Valley Country Club Estates. The District has the right of lien and foreclosure on customer’s properties, and accordingly the risk of non-collection is low. However, when these remedies appear inadequate, the District provides for estimated losses based upon prior experience and management’s assessment of the collectability of existing specific accounts. The District did not record an allowance for doubtful accounts in the fiscal year ended June 30, 2023.

##### 4. Prepaids

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The Districts prepaid expenses consist of prepaid insurance and a prepaid solar lease.

##### 5. Capital Assets

Capital assets are stated at cost or at their estimated fair value at date of donation. It is the District’s policy to capitalize assets costing over \$5,000. The provision for depreciation is computed using the straight-line method over the estimated service lives of the capital assets. Estimated service lives for the District’s classes of assets are as follows:

Description	Estimated Lives
Buildings and Fences	5-40 years
Machinery and Equipment	5-30 years
Sewer and lateral lines	10-50 years
Oak Tree Lift Station	5-15 years
Treatment Plan	40 years
Drains	100 years
Channels	10-50 years

##### 6. Compensated Absences

The liability for compensated absences reported on the balance sheet consists of unpaid, accumulated, annual vacation leave balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments, upon termination are included.



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

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**NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position (continued)**

**7. Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan, and additions to/deductions from the Plan’s fiduciary net position have been determined on the same basis. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

<u>CalPERS</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Valuation date	June 30, 2021	June 30, 2020
Measurement date	June 30, 2022	June 30, 2021
Measurement period	July 1, 2021 to June 30, 2022	July 1, 2020 to June 30, 2021

**8. Net Position**

Net position is classified into two components: net investment in capital assets and unrestricted. These classifications are defined as follows:

- **Investment in capital assets** - This component of net position consists of capital assets, net of accumulated depreciation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of "investment in capital assets."

**E. Property Taxes**

Property tax in California is levied in accordance with Article XIII A of the State Constitution at one percent of county-wide assessed valuations. This one percent is allocated pursuant to state law to the appropriate units of local government. Tax levies are limited to 1% of full market value which results in a tax rate of \$1.00 per \$100 assessed valuation, under the provisions of Proposition 13. The County of San Diego (County) bills and collects property taxes on behalf of the District. The County’s tax fiscal year is July 1, to June 30. Property taxes attach as a lien on property on January 1. Taxes are levied on July 1 and are payable in two equal installments on November 1 and February 1, and become delinquent after December 10, and April 10.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 1 – DESCRIPTION OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (continued)**

**F. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reported period. Actual results could differ from those estimates.

**NOTE 2 – CASH AND DEPOSITS**

Cash and cash equivalents as of June 30 consisted of the following:

<u>Description</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Petty cash	\$ 368	\$ 368
Deposits held with financial institutions	251,886	231,502
Local Agency Investment Fund (LAIF)	608	598
<b>Total cash and cash equivalents</b>	<u>\$ 252,862</u>	<u>\$ 232,468</u>

The table below identifies the investment types that are authorized by the California Government Code and the District’s investment policy. The table also identifies certain provisions of the District’s investment policy that address interest rate risk and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements rather than the general provisions of the California Government Code or the District’s investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
U.S. Treasury obligations	5-years	None	None
District issued bonds	5-years	None	None
Government sponsored agency securities	5-years	None	None
Certificates-of-deposit	5-years	35%	None
Money-market funds	N/A	None	None
California Local Agency Investment Fund (LAIF)	N/A	None	None

**Demand Deposits with Financial Institutions**

At June 30, 2023 and 2022, the carrying amount of the District’s demand deposits were \$251,886 and \$231,502, respectively, and the financial institution’s balances were \$264,955 and \$209,526, respectively. The net difference represents outstanding checks, deposits-in-transit and/or other reconciling items between the financial institution’s balance and the District’s balance for each year.

## PAUMA VALLEY COMMUNITY SERVICES DISTRICT

### Notes to Financial Statements

June 30, 2023 and 2022

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#### NOTE 2 – CASH AND DEPOSITS (continued)

##### Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. Cash balances held in banks are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC) and are collateralized by the respective financial institutions. In addition, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agencies. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits.

##### Local Agency Investment Fund (LAIF)

The California State Treasurer, through the Pooled Money Investment Account (PMIA), invests taxpayers' money to manage the State's cash flow and strengthen the financial security of local governmental entities. PMIA policy sets as primary investment objectives safety, liquidity and yield. Through the PMIA, the Investment Division manages the Local Agency Investment Fund (LAIF). The LAIF allows cities, counties and special districts to place money in a major portfolio and, at no additional costs to taxpayers, use the expertise of Investment Division staff. Participating agencies can withdraw their funds from the LAIF at any time as LAIF is highly liquid and carries a dollar-in dollar-out amortized cost methodology.

The District is a voluntary participant in LAIF. The fair value of the District's investment in this pool is reported at an amount based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of the of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF. LAIF is not categorized under the fair value hierarchy established by GAAP, as it is held at an amortized cost basis and it is Not Rated under the current credit risk ratings format. For financial reporting purposes, the District considers LAIF a cash equivalent due to its highly liquid nature and dollar-in dollar-out amortized cost methodology. As of June 30, 2023, and 2022, the District held \$608 and \$598 in LAIF, respectively.

#### NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30 consisted of the following:

Description	June 30, 2023	June 30, 2022
Accounts receivable – customers	\$ 64,812	\$ 36,271
Due from Rancho Pauma Mutual Water Company	126,631	36,148
<b>Total accounts receivable</b>	<b>\$ 191,443</b>	<b>\$ 72,419</b>

#### NOTE 4 – PREPAID LEASE

On October 1, 2021, the District entered into an agreement with Pauma Valley Country Club, to lease an airport hangar for the purpose of installing a rooftop solar system. The term of the lease is 25 years, at a total cost of \$25,000. The District paid the entire \$25,000 in advance on day one of the lease term. The District will recognize \$1,000 of expense annually for the lease. In 2023, the District recognized \$1,000 of rent expense.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 5 – INVESTMENT IN UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY**

Sustainable Groundwater Management Act – Upper San Luis Rey Groundwater Management Authority. The Upper San Luis Rey Groundwater Management Authority (Authority) was formed in response to the Sustainable Groundwater Management Act. The Authority was formed under a Joint Exercise of Powers Authority on May 1, 2022, pursuant to the provisions of Article 1, Chapter 5; Division 7, Title 1 commencing with Section 6500 of the Government Code of the State of California. The Authority was formed between the Member Agencies, “collectively” Yuima Municipal Water District (YMWD), Pauma Municipal Water District (PMWD), Pauma Valley Community Services District (PVCSD), Upper San Luis Rey Resource Conservation District (USLRRC), and the San Luis Rey Municipal Water District (SLRMWD). The Authority was formed for the purpose of, among other things, serving as the Groundwater Sustainability Agency (GSA) for the Subbasin and implementing the Groundwater Sustainability Plan (GSP).

Rancho Pauma Mutual Water Company (RPMWC), through a commitment with the member agency PVCSD, since PVCSD is not a water service provider, is contributing 90% of the contractual share of the Authority’s costs.

The initial funding total the District contributed towards the formation of the Authority was \$92,447. This was expensed by the District between July 2019 and June 2022.

In fiscal year 2023, the District’s total investment in the Authority amounted to a \$6,446 loss per the Authority’s audited financial statements as follows:

<b>A. Entity</b>	Upper San Luis Rey Groundwater Management Authority		
<b>B. Purpose</b>	To pool member resources and realize the advantages of local groundwater sustainability through an agency		
<b>C. Participants</b>	5 member agencies		
<b>D. Governing board</b>	Nine representatives appointed by members		
<b>E. District payments for FY 2023: Contribution</b>	\$45,013		
<b>F. Condensed financial information Audit dated</b>	June 30, 2023 December 31, 2023		
<b>Statement of net position:</b>		<b>June 30, 2023</b>	<b>District Share</b>
<b>Total assets</b>		\$ 39,094	\$ 13,031
<b>Total liabilities</b>		58,432	19,477
<b>Net position</b>		\$ (19,338)	\$ (6,446)
<b>Statement of revenues, expenses and changes in net position:</b>			
<b>Total revenues</b>		\$ 437,379	\$ 45,013
<b>Total expenses</b>		(456,717)	(51,459)
<b>Change in net position</b>		(19,338)	(6,446)
<b>Beginning - net position</b>		-	-
<b>Ending - net position</b>		\$ (19,338)	\$ (6,446)
<b>G. District’s share of year-end financial position</b>		100.00%	33.333%

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Notes to Financial Statements*  
*June 30, 2023 and 2022*

**NOTE 6 – CAPITAL ASSETS AND DEPRECIATION**

Changes in capital assets for fiscal year 2023 were as follows:

Description	Balance July 1, 2022	Additions	Deletions/ Transfers	Balance June 30, 2023
<b>Non-depreciable assets:</b>				
Land	\$ 94,768	\$ -	\$ -	\$ 94,768
Easements	100	-	-	100
<b>Total non-depreciable assets</b>	<b>94,868</b>	<b>-</b>	<b>-</b>	<b>94,868</b>
<b>Depreciable assets:</b>				
Sewer system	3,821,705	7,328	(84,122)	3,744,911
Buildings and improvements	340,065	-	-	340,065
Patrol and gate	370,304	12,811	-	383,115
<b>Total depreciable assets</b>	<b>4,532,074</b>	<b>20,139</b>	<b>(84,122)</b>	<b>4,468,091</b>
<b>Accumulated depreciation:</b>				
Sewer system	(1,486,215)	(95,069)	-	(1,581,284)
Buildings and improvements	(159,412)	(16,068)	-	(175,480)
Patrol and gate	(147,046)	(29,121)	-	(176,167)
<b>Total accumulated depreciation</b>	<b>(1,792,673)</b>	<b>(140,258)</b>	<b>-</b>	<b>(1,932,931)</b>
<b>Total depreciable assets, net</b>	<b>2,739,401</b>	<b>(120,119)</b>	<b>(84,122)</b>	<b>2,535,160</b>
<b>Total capital assets, net</b>	<b>\$ 2,834,269</b>	<b>\$ (120,119)</b>	<b>\$ (84,122)</b>	<b>\$ 2,630,028</b>

Changes in capital assets for fiscal year 2022 were as follows:

Description	Balance July 1, 2021	Additions	Deletions/ Transfers	Balance June 30, 2022
<b>Non-depreciable assets:</b>				
Land	\$ 94,768	\$ -	\$ -	\$ 94,768
Easements	100	-	-	100
<b>Total non-depreciable assets</b>	<b>94,868</b>	<b>-</b>	<b>-</b>	<b>94,868</b>
<b>Depreciable assets:</b>				
Sewer system	3,586,770	234,935	-	3,821,705
Buildings and improvements	330,167	9,898	-	340,065
Patrol and gate	507,135	-	(136,831)	370,304
<b>Total depreciable assets</b>	<b>4,424,072</b>	<b>244,833</b>	<b>(136,831)</b>	<b>4,532,074</b>
<b>Accumulated depreciation:</b>				
Sewer system	(1,395,506)	(90,709)	-	(1,486,215)
Buildings and improvements	(143,715)	(15,697)	-	(159,412)
Patrol and gate	(241,591)	(42,286)	136,831	(147,046)
<b>Total accumulated depreciation</b>	<b>(1,780,812)</b>	<b>(148,692)</b>	<b>136,831</b>	<b>(1,792,673)</b>
<b>Total depreciable assets, net</b>	<b>2,643,260</b>	<b>96,141</b>	<b>-</b>	<b>2,739,401</b>
<b>Total capital assets, net</b>	<b>\$ 2,738,128</b>	<b>\$ 96,141</b>	<b>\$ -</b>	<b>\$ 2,834,269</b>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 6 – CAPITAL ASSETS AND DEPRECIATION (continued)**

Depreciation expense as of June 30 was allocated to the following services:

<u>Services Allocation</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Sewer system	\$ 95,069	\$ 90,709
Patrol	18,791	31,955
Gate	10,331	10,331
Administration	16,067	15,697
<b>Total depreciation expense</b>	<b>\$ 140,258</b>	<b>\$ 148,692</b>

**NOTE 7 – COMPENSATED ABSENCES**

Changes to compensated absences for fiscal year 2023, were as follows:

<u>Balance July 1, 2022</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2023</u>	<u>Due Within One Year</u>	<u>Due in More Than One Year</u>
\$ 30,362	\$ 39,836	\$ (51,560)	\$ 18,638	\$ 9,319	\$ 9,319

Changes to compensated absences for fiscal year 2022, were as follows:

<u>Balance July 1, 2021</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2022</u>	<u>Due Within One Year</u>	<u>Due in More Than One Year</u>
\$ 24,831	\$ 40,065	\$ (34,534)	\$ 30,362	\$ 15,181	\$ 15,181

**NOTE 8 – PENSION PLAN**

**Summary**

The following balances on the balance sheet will be addressed in this footnote as follows:

<u>Description</u>	<u>2023</u>	<u>2022</u>
Pension related deferred outflows	\$ 1,224,393	\$ 1,842,793
Net pension liability	317,882	981,725
Pension related deferred inflows	1,576,071	896,697

The net pension liability balances have a Measurement Date of June 30, 2022 and June 30, 2021, respectively, which are rolled-forward for the District's fiscal years ended June 30, 2023 and 2022.

Qualified employees are covered under a multiple-employer defined benefit pension plan maintained by agencies of the State of California known as the California Public Employees' Retirement System (CalPERS), or "The Plan."

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 8 – PENSION PLAN (continued)**

**The Plan**

The District has engaged with CalPERS to administer the following pension plans for its employees (members):

	<b>Miscellaneous Plans</b>	
	<b>Classic Tier 1</b>	<b>PEPRA Tier 2</b>
Hire date	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	3.0% @ 60	2.0% @ 62
Benefit vesting schedule	5-years of service	5-years of service
Benefits payments	monthly for life	monthly for life
Retirement age	50 - 67 & up	52 - 67 & up
Monthly benefits, as a % of eligible compensation	2.0% to 3.0%	1.0% to 2.5%
Required member contribution rates	8.000%	6.750%
Required employer contribution rates – FY 2022	15.250%	7.590%
Required employer contribution rates – FY 2021	15.445%	7.732%

**A. General Information about the Pension Plan**

**Plan Description, Benefits Provided and Employees Covered**

The Plan is an agent multiple-employer defined benefit pension plan administered by the California Public Employees’ Retirement System (CalPERS). A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the Plan’s June 30, 2021 Annual Actuarial Valuation Report (funding valuation). Details of the benefits provided can be obtained in Appendix B of the actuarial valuation report. This report and CalPERS’ audited financial statements are publicly available reports that can be obtained at CalPERS’ website.

At June 30, 2023, the following members were covered by the benefit terms:

<b>Plan Members</b>	<b>Miscellaneous Plans</b>		<b>Total</b>
	<b>Classic Tier 1</b>	<b>PEPRA Tier 2</b>	
Active members	2	15	17
Transferred and terminated members	12	20	32
Retired members and beneficiaries	11	1	12
<b>Total plan members</b>	<b>25</b>	<b>36</b>	<b>61</b>

At June 30, 2022, the following members were covered by the benefit terms:

<b>Plan Members</b>	<b>Miscellaneous Plans</b>		<b>Total</b>
	<b>Classic Tier 1</b>	<b>PEPRA Tier 2</b>	
Active members	2	14	16
Transferred and terminated members	12	18	30
Retired members and beneficiaries	13	1	14
<b>Total plan members</b>	<b>27</b>	<b>33</b>	<b>60</b>

## PAUMA VALLEY COMMUNITY SERVICES DISTRICT

### Notes to Financial Statements

June 30, 2023 and 2022

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#### NOTE 8 – PENSION PLAN (continued)

##### A. General Information about the Pension Plan (continued)

###### Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

Contributions for the year ended June 30, 2023, (Measurement Date June 30, 2022) were as follows:

Contribution Type	Miscellaneous Plans		Total
	Classic Tier 1	PEPRA Tier 2	
Contributions – employer	\$ 17,305	\$ 51,119	\$ 68,424
Contributions – members	8,854	46,192	55,046
<b>Total contributions</b>	<b>\$ 26,159</b>	<b>\$ 97,311</b>	<b>\$ 123,470</b>

Contributions for the year ended June 30, 2022, (Measurement Date June 30, 2021) were as follows:

Contribution Type	Miscellaneous Plans		Total
	Classic Tier 1	PEPRA Tier 2	
Contributions – employer	\$ 1,641,326	\$ 30,295	\$ 1,671,621
Contributions – members	7,336	47,578	54,914
<b>Total contributions</b>	<b>\$ 1,648,662</b>	<b>\$ 77,873</b>	<b>\$ 1,726,535</b>

Employer contributions rates may change if plan contracts are amended. It is the responsibility of the employer to make necessary accounting adjustments to reflect the impact due to any Employer Paid Member Contributions or situations where members are paying a portion of the employer contribution.



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

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**NOTE 8 – PENSION PLAN (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions**

***Proportionate Share of Net Pension Liability and Pension Expense***

The following table shows the plan’s proportionate share of the risk pool collective net pension liability over the measurement period:

Changes in the net pension liability for the year ended June 30, 2023, were as follows:

<u>Plan Type and Balance Descriptions</u>	<u>Plan Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Change in Plan Net Pension Liability</u>
<b>CalPERS – Miscellaneous Plan:</b>			
Balance as of June 30, 2021 (Measurement Date)	\$ 5,364,486	\$ 4,382,761	\$ 981,725
Balance as of June 30, 2022 (Measurement Date)	\$ 5,677,788	\$ 5,359,906	\$ 317,882
<b>Change in Plan Net Pension Liability</b>	<b>\$ 313,302</b>	<b>\$ 977,145</b>	<b>\$ (663,843)</b>

Changes in the net pension liability for the year ended June 30, 2022, were as follows:

<u>Plan Type and Balance Descriptions</u>	<u>Plan Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Change in Plan Net Pension Liability</u>
<b>CalPERS – Miscellaneous Plan:</b>			
Balance as of June 30, 2020 (Measurement Date)	\$ 5,169,064	\$ 3,659,418	\$ 1,509,646
Balance as of June 30, 2021 (Measurement Date)	\$ 5,364,486	\$ 4,382,761	\$ 981,725
<b>Change in Plan Net Pension Liability</b>	<b>\$ 195,422</b>	<b>\$ 723,343</b>	<b>\$ (527,921)</b>

For the year ended June 30, 2023 and 2022 pension expense was \$702,354 and \$534,123, respectively.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

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**NOTE 8 – PENSION PLAN (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

As of June 30, 2023 and 2022, the District reported a net pension liability for its proportionate share of the net pension liability of the Plan of \$317,882 and \$981,725, respectively.

The District’s net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2022 and 2021, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021 and 2020 rolled forward to June 30, 2022 and 2021 using standard update procedures. The District’s proportion of the net pension liability was based on a projection of the District’s long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined.

The District’s proportionate share of the net pension liability for the June 30, 2022, measurement date was as follows:

	<b>Percentage Share of Risk Pool</b>		<b>Change Increase/ (Decrease)</b>
	<b>Fiscal Year Ending June 30, 2023</b>	<b>Fiscal Year Ending June 30, 2022</b>	
Measurement Date	<u>June 30, 2022</u>	<u>June 30, 2021</u>	
Percentage of Risk Pool Net Pension Liability	0.006793%	0.051702%	-0.044909%
Percentage of Plan (PERF C) Net Pension Liability	0.002752%	0.018152%	-0.015400%

The District’s proportionate share of the net pension liability for the June 30, 2021, measurement date was as follows:

	<b>Percentage Share of Risk Pool</b>		<b>Change Increase/ (Decrease)</b>
	<b>Fiscal Year Ending June 30, 2022</b>	<b>Fiscal Year Ending June 30, 2021</b>	
Measurement Date	<u>June 30, 2021</u>	<u>June 30, 2020</u>	
Percentage of Risk Pool Net Pension Liability	0.051702%	0.035790%	0.015912%
Percentage of Plan (PERF C) Net Pension Liability	0.018152%	0.013875%	0.004277%

**Subsequent Events**

There were no subsequent events that would materially affect the results presented in this disclosure.

**Amortization of Deferred Outflows and Deferred Inflows of Resources**

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 8 – PENSION PLAN (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

The total amount of \$68,424 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Account Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions made after the measurement date	\$ 68,424	\$ -
Difference between actual and proportionate share of employer contributions	1,058,199	(5,580)
Adjustment due to differences in proportions	586	(1,566,216)
Differences between expected and actual experience	6,384	(4,275)
Differences between projected and actual earnings on pension plan investments	58,227	-
Changes in assumptions	32,573	-
<b>Total Deferred Outflows/(Inflows) of Resources</b>	<u>\$ 1,224,393</u>	<u>\$ (1,576,071)</u>

The total amount of \$1,727,190 reported as deferred outflows of resources related to contributions subsequent to the measurement date was recognized as a reduction of the net pension liability in the year ended June 30, 2023. At June 30, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Account Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Pension contributions made after the measurement date	\$ 1,727,190	\$ -
Difference between actual and proportionate share of employer contributions	1,571	(8,866)
Adjustment due to differences in proportions	3,942	(30,837)
Differences between expected and actual experience	110,090	-
Differences between projected and actual earnings on pension plan investments	-	(856,994)
<b>Total Deferred Outflows/(Inflows) of Resources</b>	<u>\$ 1,842,793</u>	<u>\$ (896,697)</u>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

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**NOTE 8 – PENSION PLAN (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

Other remaining amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions for the year ended June 30, 2023, will be amortized to pension expense in future periods as follows:

<u>Amortization Period</u> <u>Fiscal Year Ended June 30</u>	<u>Deferred</u> <u>Outflows/(Inflows)</u> <u>of Resources</u>
2024	\$ (170,411)
2025	(170,282)
2026	(115,023)
2027	35,614
<b>Total</b>	<u>\$ (420,102)</u>

Other remaining amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions for the year ended June 30, 2022, will be amortized to pension expense in future periods as follows:

<u>Amortization Period</u> <u>Fiscal Year Ended June 30</u>	<u>Deferred</u> <u>Outflows/(Inflows)</u> <u>of Resources</u>
2023	\$ 164,939
2024	179,815
2025	199,512
2026	236,828
<b>Total</b>	<u>\$ 781,094</u>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

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**NOTE 8 – PENSION PLAN (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

***Actuarial Methods and Assumptions Used to Determine Total Pension Liability***

For the measurement period ending June 30, 2022 and 2021 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2021 and 2020, total pension liability.

The June 30, 2023, total pension liability was based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirement of GASB Statement No. 68
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funds.
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.30% thereafter

The June 30, 2022, total pension liability was based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirement of GASB Statement No. 68
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funds.
Post Retirement Benefit Increase	The lesser of contract COLA or 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 8 – PENSION PLAN (continued)**

**C. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

***Discount Rate***

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

***Long-term Expected Rate of Return***

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as followed:

<b>Asset Class <sup>1</sup></b>	<b>Assumed Asset Allocation</b>	<b>Real Return <sup>1,2</sup></b>
Global Equity - Cap-weighted	30.0%	4.54%
Global Equity - Non-Cap-weighted	12.0%	3.84%
Private Equity	13.0%	7.28%
Treasury	5.0%	0.27%
Mortgage-backed Securities	5.0%	0.50%
Investment Grade Corporates	10.0%	1.56%
High Yield	5.0%	2.27%
Emerging Market Debt	5.0%	2.48%
Private Debt	5.0%	3.57%
Real Assets	15.0%	3.21%
Leverage	-5.0%	-0.59%
	100.0%	

<sup>1</sup> An expected inflation of 2.30% is used for this period.

<sup>2</sup> Figures are based on the 2021 Asset Liability Management study.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

**NOTE 8 – PENSION PLAN (continued)**

**B. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (continued)**

***Sensitivity of the Net Pension Liability to Changes in the Discount Rate***

The following presents the net pension liability/(asset) of the Plan as of the measurement date, calculated using the discount rate of 6.90%, as well as what the net pension liability/(asset) would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90%) or 1 percentage-point higher (7.90%) than the current rate:

Changes in the discount rate for the year ended June 30, 2023, was as follows:

<u>Plan Type</u>	<u>Plan's Net Pension Liability/(Asset)</u>		
	<u>Discount Rate - 1%</u> <u>5.90%</u>	<u>Current Discount</u> <u>Rate 6.90%</u>	<u>Discount Rate + 1%</u> <u>7.90%</u>
CalPERS – Miscellaneous Plan	1,091,866	\$ 317,882	\$ (318,916)

***Sensitivity of the Net Pension Liability to Changes in the Discount Rate***

The following presents the net pension liability/(asset) of the Plan as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability/(asset) would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

Changes in the discount rate for the year ended June 30, 2022, was as follows:

<u>Plan Type</u>	<u>Plan's Net Pension Liability/(Asset)</u>		
	<u>Discount Rate - 1%</u> <u>6.15%</u>	<u>Current Discount</u> <u>Rate 7.15%</u>	<u>Discount Rate + 1%</u> <u>8.15%</u>
CalPERS – Miscellaneous Plan	1,690,003	\$ 981,725	\$ 396,202

***Pension Plan Fiduciary Net Position***

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial report and can be obtained from CalPERS' website under Forms and Publications.

**C. Payable to the Pension Plans**

At June 30, 2023 and 2022, the District reported no payables for outstanding contributions to the CalPERS pension plan required for the year ended June 30, 2023 and 2022.

## PAUMA VALLEY COMMUNITY SERVICES DISTRICT

### Notes to Financial Statements

June 30, 2023 and 2022

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#### NOTE 9 – DEFERRED COMPENSATION SAVINGS PLAN

For the benefit of its employees, the District participates in a 457 Deferred Compensation Program. The purpose of this Program is to provide deferred compensation for public employees that elect to participate in the Program. Generally, eligible employees may defer receipt of a portion of their salary until termination, retirement, death or unforeseeable emergency. Until the funds are paid or otherwise made available to the employee, the employee is not obligated to report the deferred salary for income tax purposes. Federal law requires deferred compensation assets to be held in trust for the exclusive benefit of the participants. Accordingly, the District is in compliance with this legislation. Therefore, these assets are not the legal property of the District, and are not subject to claims of the District's general creditors.

The District has implemented GASB Statement No. 32, Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans. Since the District has little administrative involvement and does not perform the investing function for this plan, the assets and related liabilities are not shown on the statement of net position.

#### NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District has purchased commercial insurance products to guard against the various risks of loss noted above.

Settled claims have not exceeded any of the coverage amounts in any of the last three fiscal years and there were no reductions in the District's insurance coverage during the years ending June 30, 2023, 2022, and 2021. Liabilities are recorded when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated net of the respective insurance coverage. Liabilities include an amount for claims that have been incurred but not reported (IBNR). There were no IBNR claims payable as of June 30, 2023, 2022, and 2021.

#### NOTE 11 – COMMITMENTS AND CONTINGENCIES

##### **Rancho Pauma Mutual Water Company**

The District's employees conduct the operations and administration for the Rancho Pauma Mutual Water Company (Company). The Company has agreed to provide funding for a fixed-percentage amount of the District's unfunded net pension liability as well as continuing operations and administration payroll-related pension contributions. The Company provided \$0 toward the funding of the unfunded net pension liability for the fiscal year ended June 30, 2023.

##### **Excluded Leases – Short-Term Leases and De Minimis Leases**

The Company does not recognize a lease receivable and deferred revenue for short-term leases. Short-term leases are certain leases that have a maximum possible term under the lease contract of 12-months (or less), including any options to extend, regardless of their probability of being exercised.

Also, *de minimis* lessor or lessee leases are certain leases (i.e., room rental, copiers, printers, postage machines) that regardless of their lease contract period are *de minimis* with regards to their aggregate total dollar amount to the financial statements as a whole.



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Notes to Financial Statements*

*June 30, 2023 and 2022*

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**NOTE 11 – COMMITMENTS AND CONTINGENCIES (continued)**

**Litigation**

In the ordinary course of operations, the District is subject to claims and litigation from outside parties. After consultation with legal counsel, the District believes a matter may have a possible effect on its future financial condition.

**NOTE 12 – CURRENT AND SUBSEQUENT EVENTS**

Effective September 8, 2023, the District terminated the administrative agreement with Rancho Pauma Mutual Water Company (Company). As a result, District employees will no longer conduct the operations and administration for the Company. The District has evaluated subsequent events through March 25, 2024, the date which the financial statements were available to be issued.

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***Required Supplementary Information***

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**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Schedule of Proportionate Share of the Net Pension Liability*  
*For the Fiscal Years Ended June 30, 2023 and 2022*

**Last Ten Fiscal Years\***

**California Public Employees' Retirement System (CalPERS) Miscellaneous Plan**

<b>Measurement Date</b>	<b>District's Proportion of the Net Pension Liability</b>	<b>District's Proportionate Share of the Net Pension Liability</b>	<b>District's Covered Payroll</b>	<b>District's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll</b>	<b>Plan's Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability</b>
June 30, 2014	0.01306%	\$ 812,404	\$ 453,952	178.96%	81.15%
June 30, 2015	0.01325%	909,327	663,904	136.97%	79.38%
June 30, 2016	0.01351%	1,169,025	689,424	169.57%	75.20%
June 30, 2017	0.01358%	1,346,418	789,228	170.60%	74.09%
June 30, 2018	0.01382%	1,331,510	695,116	191.55%	71.58%
June 30, 2019	0.01396%	1,430,765	687,100	208.23%	71.13%
June 30, 2020	0.01388%	1,509,646	795,000	189.89%	70.79%
June 30, 2021	0.01815%	981,725	849,137	115.61%	81.70%
June 30, 2022	0.00275%	317,882	799,658	39.75%	94.40%

**Notes to Schedule:**

**Benefit Changes:**

There were no changes in benefits.

**Changes in Assumptions:**

**From fiscal year June 30, 2015 and June 30, 2016:**

GASB 68, paragraph 68 states that the long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense. The discount rate of 7.50% used for the June 30, 2014, measurement date was net of administrative expenses. The discount rate of 7.65% used for the June 30, 2015, measurement date is without reduction of pension plan administrative expense.

**From fiscal year June 30, 2016 to June 30, 2017:**

There were no changes in assumptions.

**From fiscal year June 30, 2017 to June 30, 2018:**

The discount rate was reduced from 7.65% to 7.15%.

**From fiscal year June 30, 2018 to June 30, 2019:**

There were no significant changes in assumptions.

**From fiscal year June 30, 2019 to June 30, 2020:**

There were no significant changes in assumptions.

**From fiscal year June 30, 2020 to June 30, 2021:**

There were no significant changes in assumptions.

**From fiscal year June 30, 2021 to June 30, 2022:**

There were no significant changes in assumptions.

**From fiscal year June 30, 2022 to June 30, 2023:**

The discount rate was reduced from 7.15% to 6.90% and the inflation rate was reduced from 2.50% to 2.30%.

\*Fiscal year 2014 was the first measurement date year of implementation; therefore, only nine years are shown.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Schedule of Contributions*

*For the Fiscal Year Ended June 30, 2023 and 2022*

**Last Ten Fiscal Years\***

**California Public Employees' Retirement System (CalPERS) Miscellaneous Plan**

<b>Fiscal Year</b>	<b>Actuarially Determined Contribution</b>	<b>Contributions in Relation to the Actuarially Determined Contribution</b>	<b>Contribution Deficiency (Excess)</b>	<b>Covered Payroll</b>	<b>Contributions as a Percentage of Covered Payroll</b>
June 30, 2015	\$ 86,506	\$ (86,506)	\$ -	663,904	13.03%
June 30, 2016	110,177	(110,177)	-	689,424	15.98%
June 30, 2017	128,402	(128,402)	-	789,228	16.27%
June 30, 2018	109,709	(109,709)	-	695,116	15.78%
June 30, 2019	146,075	(146,075)	-	687,100	21.26%
June 30, 2020	166,817	(166,817)	-	795,000	20.98%
June 30, 2021	160,236	(160,236)	-	849,137	18.87%
June 30, 2022	178,985	(178,985)	(1,548,205)	799,658	22.38%
June 30, 2023	68,424	(68,424)	-	824,475	8.30%

**Notes to Schedule:**

<b>Fiscal Year</b>	<b>Valuation Date</b>	<b>Actuarial Cost Method</b>	<b>Asset Valuation Method</b>	<b>Inflation</b>	<b>Investment Rate of Return</b>
June 30, 2015	June 30, 2013	Entry Age	Fair Value	2.75%	7.65%
June 30, 2016	June 30, 2014	Entry Age	Fair Value	2.75%	7.65%
June 30, 2017	June 30, 2015	Entry Age	Fair Value	2.75%	7.65%
June 30, 2018	June 30, 2016	Entry Age	Fair Value	2.75%	7.15%
June 30, 2019	June 30, 2017	Entry Age	Fair Value	2.50%	7.15%
June 30, 2020	June 30, 2018	Entry Age	Fair Value	2.50%	7.15%
June 30, 2021	June 30, 2019	Entry Age	Fair Value	2.50%	7.15%
June 30, 2022	June 30, 2020	Entry Age	Fair Value	2.50%	7.15%
June 30, 2023	June 30, 2021	Entry Age	Fair Value	2.30%	6.90%

**Amortization Method**

Level percentage of payroll, closed

**Salary Increases**

Depending on age, service, and type of employment

**Investment Rate of Return**

Net of pension plan investment expense, including inflation

**Retirement Age**

50 years (3%@60), 52 years (2%@62)

**Mortality**

Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board.

\*Fiscal year 2015 was the first implementation year; therefore, only nine years are shown.

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***Other Independent Auditors' Report***

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Pauma Valley Community Services District  
Pauma Valley, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Pauma Valley Community Services District as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise Pauma Valley Community Services District's financial statements, and have issued our report thereon dated March 25, 2024.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Pauma Valley Community Services District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Pauma Valley Community Services District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Pauma Valley Community Services District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Pauma Valley Community Services District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Murrieta, California  
March 25, 2024

**PAUMA VALLEY  
COMMUNITY SERVICES DISTRICT  
Report to the Board of Directors  
For the Fiscal Year Ended  
June 30, 2023**

**NIGRO & NIGRO<sup>PC</sup>**



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

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*For the Fiscal Year Ended June 30, 2023*

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Board of Directors  
Pauma Valley Community Services District  
Pauma Valley, California

We are pleased to present this report related to our audit of the financial statements of the Pauma Valley Community Services District (District) as of and for the year ended June 30, 2023. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the District's financial reporting process.

This report is intended solely for the information and use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to the District.

Very truly yours,

A handwritten signature in blue ink that reads 'Nigro &amp; Nigro, PC'. The signature is written in a cursive, flowing style.

Nigro & Nigro, PC  
Murrieta, California  
March 25, 2024

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## ***Required Communications***

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**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Required Communications*

*For the Fiscal Year Ended June 30, 2023*

Generally accepted auditing standards (AU-C 260, *The Auditor’s Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Area	Comments
<p><b>Our Responsibilities with Regard to the Financial Statement Audit</b></p>	<p>Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated June 1, 2023. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.</p>
<p><b>Overview of the Planned Scope and Timing of the Financial Statement Audit</b></p>	<p>An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involved judgment about the number of transactions and the account-type of areas tested. There were no changes to the planned scope and timing of our audit testwork.</p>
<p><b>Accounting Policies and Practices</b></p>	<p><b>Accounting Policies and Practices</b> Under generally accepted accounting principles, in certain circumstances, management may select among alternative accounting practices. During our audit, no such circumstances were noted.</p> <p><b>Adoption of, or Change in, Significant Accounting Policies or Their Application</b> Management has the ultimate responsibility for the appropriateness of the accounting policies used by the District. The District did not adopt any significant new accounting policies, nor have there been any changes in existing significant accounting policies during the current period.</p> <p><b>Significant or Unusual Transactions</b> We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.</p> <p><b>Management’s Judgments and Accounting Estimates</b> Accounting estimates are an integral part of the preparation of financial statements and are based upon management’s current judgement. No such significant accounting estimates were noted or estimate applications were changed from the previous year.</p>
<p><b>Audit Adjustments</b></p>	<p>Audit adjustments are summarized in the attached <b>Summary of Adjusting Journal Entries</b>.</p>
<p><b>Uncorrected Misstatements</b></p>	<p>We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.</p>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

*Required Communications*

*For the Fiscal Year Ended June 30, 2023*

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<b>Area</b>	<b>Comments</b>
<b>Discussions With Management</b>	We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.
<b>Disagreements With Management</b>	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.
<b>Consultations With Other Accountants</b>	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
<b>Significant Issues Discussed With Management</b>	No significant issues arising from the audit were discussed or the subject of correspondence with management.
<b>Significant Difficulties Encountered in Performing the Audit</b>	No significant difficulties were encountered in performing our audit.
<b>Required Supplementary Information</b>	We applied certain limited procedures to the: <ol style="list-style-type: none"><li>1. Management's Discussion and Analysis</li><li>2. Required Pension Plan Disclosures</li></ol> Which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

This information is intended solely for the information and use of Board of Directors and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

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***Summary of Adjusting Journal Entries***

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**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
*Summary of Adjusting Journal Entries*  
*For the Fiscal Year Ended June 30, 2023*

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*See Attached Schedule*

Account	Description	Debit	Credit
<b>Adjusting Journal Entries</b>			
<b>Adjusting Journal Entries JE # 2</b>			
To Accrue Property Tax Receivable			
131	Interest Receivable	53.74	
135	Property Tax Receivable	1,284.10	
825	Admin. Miscellaneous	23.10	
662	Property Tax		1,307.20
663	Interest		53.74
<b>Total</b>		<b>1,360.94</b>	<b>1,360.94</b>
<b>Adjusting Journal Entries JE # 3</b>			
To Adjust Compensated Absences			
219	Compensated Employees Absences	11,723.76	
915	Patrol Salaries	155.30	
950	Gate Salaries	2,214.99	
702	Plant Salaries		2,401.56
811.1	Admin Salaries		11,692.49
<b>Total</b>		<b>14,094.05</b>	<b>14,094.05</b>
<b>Adjusting Journal Entries JE # 4</b>			
To Adjust Prepaid Balance			
141	Prepaid Others	7,690.50	
662	Property Tax		7,690.50
<b>Total</b>		<b>7,690.50</b>	<b>7,690.50</b>
<b>Adjusting Journal Entries JE # 5</b>			
To Adjust Property Tax Revenue			
825	Admin. Miscellaneous	1,228.73	
662	Property Tax		1,228.73
<b>Total</b>		<b>1,228.73</b>	<b>1,228.73</b>



Account	Description	Debit	Credit
<b>Adjusting Journal Entries</b>			
<b>Adjusting Journal Entries JE # 6</b>			
To Accrue Payroll at June 30, 2023			
702	Plant Salaries	6,838.00	
703	Plant Payroll Taxes	519.07	
707	Plant PERS	449.43	
811.1	Admin Salaries	6,544.57	
811.3	Admin. Payroll Taxes	498.64	
811.6	Admin PERS	468.00	
915	Patrol Salaries	8,339.50	
916	Patrol Payroll Taxes	637.00	
925	Patrol PERS	691.79	
950	Gate Salaries	8,143.57	
951	Gate Payroll Taxes	707.57	
953	Gate PERS	580.36	
202	Accrued Payroll		34,417.50
<b>Total</b>		<b>34,417.50</b>	<b>34,417.50</b>
<b>Adjusting Journal Entries JE # 7</b>			
To Record Gasb 68 Activity			
196.2	Pension Related	2,918,788.00	
707	Plant PERS	50,714.00	
811.6	Admin PERS	158,483.00	
925	Patrol PERS	278,930.00	
953	Gate PERS	145,804.00	
196.1	Contributions		1,658,766.00
220	Net Pension		317,882.00
221	Deferred Inflows - Pension Related		1,576,071.00
<b>Total</b>		<b>3,552,719.00</b>	<b>3,552,719.00</b>
<b>Adjusting Journal Entries JE # 8</b>			
To record investment in USLRGMA			
666	Change in investment in USLRGMA	6,446.00	
138	Investment in USLRGMA		6,446.00
<b>Total</b>		<b>6,446.00</b>	<b>6,446.00</b>
<b>Adjusting Journal Entries JE # 9</b>			
To Adjust Prepaid Balance at June 30, 2023			
140	Prepaid Insurance	10,233.02	
717	Plant Liability		3,888.55
823	E & O Liability Ins.		716.31
911	Security Liability Ins.		4,400.20
952	Gate Liability Ins.		1,227.96
<b>Total</b>		<b>10,233.02</b>	<b>10,233.02</b>

Account	Description	Debit	Credit
<b>Adjusting Journal Entries</b>			
<b>Adjusting Journal Entries JE # 10</b>			
To reclass IRS receivable			
122	Accounts Receivable - Other	7,838.50	
141	Prepaid Others		7,838.50
<b>Total</b>		<b>7,838.50</b>	<b>7,838.50</b>
	<b>Total Adjusting Journal Entries</b>	<b>3,636,028.24</b>	<b>3,636,028.24</b>

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 20**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Pump Station Condition Assessment and Redundancy Report**

---

**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to approve Carollo's proposal.
2. Discuss and take other action as appropriate.

**BACKGROUND**

The District on two separate wet weather events of this year, 2024, experienced an overwhelming amount of flow being discharged into the Wastewater Treatment Plant (WWTP) Lift Station. The District has a total of four (4) lift stations:

- WWTP Lift Station
  - Ultimately receives all the wastewater flow within the District's wastewater collection system.
  - Pumps this flow directly into the WWTP.
- Oak Tree Lift Station
  - Services the Oak Tree Community, as well as the adjacent Pauma Valley School.
  - Second largest lift station.
- District Office Lift Station
  - A smaller pump is installed at this lift station, as it only services the District Offices.
- Utility Shop Lift Station
  - An even smaller pump than the Office Lift Station, as it only services the Utility Shop restroom.

**DISCUSSION**

During both instances where the WWTP Lift Station pumps could not keep up with the incoming flow during a heavy rain downpour. This suggests that the primary culprit is Inflow and Infiltration (I&I). I&I is caused by groundwater finding its way into the wastewater collection system that ultimately ends up being conveyed to the WWTP Lift Station. This not only can overwhelm the collection system but also the lift stations and WWTP.

Oak Tree Lift Station was able to keep up with the incoming flow on these two occasions but was not able to pump the level down as the excess flow continued to discharge into the wet well. Both the District Office and Utility Shop Lift Station had no capacity issues or the inability to pump down the incoming flow. There were some minor Supervisory Control and Data Acquisition (SCADA) issues with these two lift stations, but nothing of criticality comparatively.

All these lift stations, however, ultimately discharge into the primary WWTP Lift Station. This lift station was overwhelmed with both pumps working at maximum discharge capacity as the level gradually rose to about eight (8) to nine (9) feet. One pump automatically activates via SCADA at about three and a half feet (3 ½ feet). If the level continues to rise, the second pump activates to compensate for the excess incoming flow. If the level continues to rise with both pumps active, which occurred in these instances, SCADA will quickly dispatch an alarm. We mitigated this issue by manually shutting down Oak Tree lift station pumps to reduce flow to the WWTP lift station so that it could "catch up".

This is not a long-term solution, and had the rain not decreased we would have been forced to call out contractors to manually suck out (vac) the wet well and discharge it into emergency reservoirs. Additionally, we measured that we had approximately ten (10) feet left of capacity at this WWTP lift station before we would have had a Sanitary Sewer Overflow (SSO). A spill, especially near a federal river, is extremely bad news for the District and will come with regulatory body investigations in addition to fines. I've engaged in ongoing conversations with Carollo to establish parameters that will output an actionable plan for the District to ensure we know the following:

- How much capacity do we have in the WWTP wet well and the Oak Tree wet well?
  - What is the estimated amount of time we'd have before experiencing an SSO?
- Do the pumps at both lift stations need upgrading?
- What options do we have to create a more fail-proof system?
  - Utilize an outside pump that connects to the discharge piping system in our wet wells in the event both pumps fail.
  - What is the viability of creating this redundancy?
  - What would this look like at Oak Tree Lift Station?
    - Essential as new home building is expected in the Oak Tree community.
- What redundant measures and recommendations are there to ensure an SSO is highly unlikely?
- What costs should the District expect to facilitate these upgrades?
- A plan for staff showcasing the abilities of our current pumps and methods we can use to manage future pump station failures or the inability to convey the intensified inflow.

Steps that we are taking right now:

- The Wastewater Worker and I have prepared and staged an external pump as well as piping on site in the event this occurs again.
- We included Water Quality Specialists (WQS) and inquired about steps to manage the high volume of inflow.
- We are planning to facilitate a "Spill-Drill" to be prepared when the next wet weather event occurs, or pump failure.
- I've reached out to our contractors to ensure we will have someone responsive in the event of pump stations being overwhelmed or pump failure.
- I am investigating flow-deviating devices that might deviate the flow to the old WWTP for emergency storage in the event of an SSO.

#### **FISCAL IMPACT**

The fiscal impact is expected to be ten thousand dollars (\$10,000), as stipulated in the letter from Carollo.

#### **THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to approve Carollo's proposal.
2. Discuss and take other action as appropriate.

#### **Attachments**

1. Carollo Proposal Email

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**Prepared by:** General Manager, Eric Steinlicht  
**Reviewed by:** Office Manager, Marissa Fehling  
**Approved by:** General Manager, Eric Steinlicht

## RE: Lift Station and Wet Well Assessment

Justin O'Brien <JOBrien@carollo.com>

Tue 3/26/2024 6:10 PM

To: Eric Steinlicht <eric.steinlicht@paumavalleycsd.ca.gov>

Eric,

I talked to Andrew and Justin yesterday afternoon. If you are able to get the 10k approved on 4/15, we can schedule a call with all of us that week.

What we can deliver for this level of effort:

1. Have Andrew come out and evaluate your system for half a day, collection measurements, relevant drawings, etc...
2. Put together a Report which will include:
  - a. Discusses current problems and concerns of the CSD.
  - b. Discusses about 3 solutions based on capacities
  - c. Gives Level 5 feasibility cost estimates of said solutions. (Meaning the costs will be +- 50%)
3. Documents that will be needed to complete the Report:
  - a. Site layout drawings or shop drawings showing the three lift stations, and associated conveyance piping all the way to the Aeromod system
  - b. Vendor O & Ms for the Goulde pumps and chopper pumps. (or at less the make/model, S/N of the equipment so we can search for a fact sheet of capability of the pumps)
  - c. GIS access (which we might already have)
  - d. SCADA Screenshots or the any control strategies for the lift stations

We won't have any time to investigate the conditions of the collection system, that would get too complex for this simple Report.

Let me know what you and Joe can find on the Influent Conveyance part of your system in the drawing sets you have and any operation manuals and control strategies that accompanied the building of the lift stations.

---

**From:** Eric Steinlicht <eric.steinlicht@paumavalleycsd.ca.gov>

**Sent:** Thursday, March 21, 2024 10:22 AM

**To:** Justin O'Brien <JOBrien@carollo.com>

**Cc:** Joe Clear <joe.clear@paumavalleycsd.ca.gov>

**Subject:** Re: Lift Station and Wet Well Assessment

**CAUTION:** This email originated from outside Carollo Engineers. Do not open attachments or click links unless you recognize the sender.

Hi Justin,

How much would it be for you guys to come out and evaluate? My signing authority is \$5,000. I want you guys to have everything you need to provide us with a full proposal.

1. We have little information, but I'll ask Joe to start digging to see what he can find.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 21**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Authorization of an Emergency Support Services Agreement with Yuima Municipal Water District**

---

**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the Emergency Support Services Agreement with Yuima Municipal Water District.
2. Discuss and take other action as appropriate.

**BACKGROUND**

On February 22<sup>nd</sup>, 2024, I notified Rancho Pauma Mutual Water Company (RPMWC) that a District contractor had refilled his combination truck with potable water from a RPMWC fire hydrant. The contractor presumed the District and RPMWC were still operating together. I followed up with an email to Ms. Amber Watkins to clarify the situation and communicate the water use in order to be billed appropriately.

On February 26<sup>th</sup>, 2024, we encountered a blockage located within the Oak Tree Community. This occurred outside regular business hours when a resident reported the issue, and we promptly dispatched our contractor. As with the nature of any emergency, it was time-sensitive to prevent a public health hazard, and an emergency solution had not yet been established with RPMWC. I promptly called the RPMWC President and left a voicemail about our need to utilize a hydrant to prevent a catastrophe for the community.

**DISCUSSION**

Through conversations with Ms. Amber Watkins of RPMWC, I've found difficulty obtaining a reasonable solution and have been accused of conducting "illegal" activity post emergency response. Additionally, there have been accusations of our work representing a threat to the integrity of the water distribution system, as well as installing a meter in the reverse which simply did not occur. As a senior operator of combination trucks for nearly seven years, I worked with many pieces of equipment that connect to hydrants to perform their function without issue. I worked alongside Vista Irrigation District (VID) which maintains a service area that includes the City of Vista, San Marcos, Escondido, Oceanside, as well as other unincorporated areas of the County.

Drawing from this experience and the issues encountered, it was evident that there was a lack of understanding or experience in this area. To further protect our community and ensure we continue to achieve our Mission, I looked for an alternative solution for the District and reached out to Ms. Amy Reeh, General Manager of the Yuima Municipal Water District (YMWD). I proceeded to have discussions with Ms. Reeh on what was required to connect to the hydrant in order to conduct our business and Ms. Reeh handled it promptly, as well as professionally. This ultimately resulted in the attached proposed Emergency Support Services Agreement. The restrictions and requirements of RPMWC, such as restrictions on where the water may be transported or providing details pertinent to the District's sewer emergency prior to approval, were not required by YMWD. These restrictions were also not placed upon the City of Vista by VID during my time there as a senior operator.

Approval of this agreement is a win for the District. It establishes a secondary source of potable water for emergency and routine water use for the District's collection system. I have found the YMWD General Manager extremely cooperative and professional and look forward to a strong working relationship. This agreement also establishes a base of collaboration between the District and YMWD and the potential to take advantage of additional resource sharing opportunities.

**FISCAL IMPACT**

The fiscal impact will vary depending on the water use and rate contrasts between YMWD and RPMWC.

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the Emergency Support Services Agreement with Yuima Municipal Water District.
2. Discuss and take other action as appropriate.

**Attachments**

1. Emergency Support Services Agreement

**EMERGENCY SUPPORT SERVICES AGREEMENT  
PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

THIS AGREEMENT is made March 25, 2024, between YUIMA MUNICIPAL WATER DISTRICT ("YUIMA") and PAUMA VALLEY COMMUNITY SERVICES DISTRICT, a California corporation ("PAUMA CSD"), in view of the following facts:

1. YUIMA is a municipal water district organized under the laws of the State of California. YUIMA is a member agency of San Diego County Water Authority, and its territory is included within the Metropolitan Water District of Southern California. As such member agency, YUIMA is entitled to purchase water from Water Authority and has constructed a pipeline and other works for the transmission of water from the aqueduct of the Water Authority into the district, together with facilities for the transmission and delivery of water in the PAUMA CSD service area.

2. PAUMA CSD is a community services district formed for the purpose of providing, among other services, the collection and treatment of sewer water in its treatment facility

3. With adjacent service areas, YUIMA and PAUMA CSD share a common interest in maintaining reliable utility services (water and sewer) to Pauma Valley community members.

4. Both parties recognize the likelihood that emergencies and/or non-routine operating circumstances will arise periodically in the future with the potential to temporarily interrupt or otherwise adversely affect the ability of PAUMA CSD to maintain adequate, reliable sewer treatment services.

5. The purpose of this Agreement is to provide a contractual framework under which YUIMA agrees, under certain circumstances, to provide occasional operational assistance to PAUMA CSD.

**IT IS, THEREFORE, AGREED:**

1. Commencing March 25, 2024, YUIMA agrees, at the request of PAUMA CSD to provide such technical expertise, labor, equipment and/or materials as may be required to assist PAUMA CSD and its staff in responding effectively to such events or circumstances for the benefit of PAUMA CSD customers; more specifically, an emergency temporary water service to the District's potable water system for the purposes of mitigating and emergency situation.
2. PAUMA CSD agrees to reimburse Yuima for said Emergency Service connection in accordance with the Board adopted rates and charges in effect at the time the service is provided. The current Emergency Service Fees and charges are as follows for the installation of the Emergency Service connection during normal working hours:



**EMERGENCY SERVICE:** *(rate code N)*

**Water rate:** Highest adopted rate Plus applicable pump zone and meter charge

Deposit Required:	\$	300.00
Installation charge:		175.00
Removal charge:		175.00

Yuima will allow PAUMA CSD to pay the \$300 deposit one time and said deposit will be kept on account for PAUMA CSD until the cancellation or non-renewal of the agreement.

3. Should PAUMA CSD require emergency services after normal business hours, PAUMA CSD shall be charged by YUIMA at the Board adopted overtime rate at the time of service (currently \$99.46 per labor hour). Any necessary equipment (such as a backhoe or welding equipment) necessary at time shall be billed to PAUMA CSD by YUIMA at the current Board approved rates at the time of service. Materials and supplies, including sales tax, freight and delivery charges; tools and equipment used in the work at prevailing rental rates for similar tools and equipment; the actual invoice costs to District of services performed by others; plus fifteen percent (15%) of the sum of all the above amounts for District's overhead and general administrative expense.
4. PAUMA CSD must contact the District Operations Manager or General Manager to request all services and YUIMA Operations Staff shall not perform any services without approval of YUIMA management and an approved service order.
5. This Agreement may be terminated by either party upon giving at least one (1) month's written notice of such termination to the other.
6. PAUMA CSD agrees that a number of factors make the following indemnity and liability limitations reasonable, necessary, valid, enforceable and not contrary to public policy. These factors include, but are not limited to the following:
  - (a) The nature and extent of the services
  - (b) The services are not suitable for public regulation.
  - (c) The services are of great public importance
  - (d) YUIMA is performing the services as an accommodation to PAUMA CSD and is not seeking to perform the services.
  - (e) PAUMA CSD is able to obtain insurance with respect to its property and its indemnity.
  - (f) The amount of compensation to be paid.
  - (g) YUIMA is a public agency with limited personnel and financial resources.

- (1) The potential liability to YUIMA without the limitations and liability could impede the public purposes for which YUIMA exists and adversely affect its taxpayers and other water users.

To the fullest extent permitted by law, YUIMA, its directors, officers, employees, agents and volunteers shall not be held liable for any claims, liabilities or damages to any property of any person including that of PAUMA CSD, nor for personal injury to or death to any person caused by or resulting from any acts or omissions (active, passive or comparative, negligence included) of YUIMA or its directors, officers, employees, agents or volunteers arising out of, or alleged to have arisen out of, the performance or the failure to perform any of its obligations under this Agreement. PAUMA CSD agrees to indemnify and hold free and harmless YUIMA and its directors, officers, employees, agents, and volunteers against any such claims, liabilities and damages and any cost and expense incurred by them on account thereof. It is agreed that this indemnity is not limited in any way by the extent of any policy of insurance held by either party or by any limitation on the types of damages, compensation or benefits payable under worker's compensation acts, disability acts, or other employee acts. The foregoing limitation on liability and indemnity shall not apply to physical damage to the property of third parties or to personal injury or death that is determined to have been caused or resulted solely and exclusively by the fault or negligence of a party indemnified.

7. It is understood and agreed by the parties hereto that nothing in this Agreement shall obligate YUIMA to provide any of the services or materials contemplated by this Agreement to PAUMA CSD if, in the sole judgment of YUIMA's Management, providing such services or materials would compromise or jeopardize the interests of YUIMA, its employees or its customers.
8. PAUMA CSD shall maintain comprehensive or commercial general liability insurance in amounts not less than \$2,000,000 per occurrence with insurance companies acceptable to the district. All such policies shall name YUIMA, its directors, officers, employees, agents and volunteers as additional insured under the policy and provide District with certificate of insurance and endorsements. Said policies shall have a clause requiring that 30 days' written notice be given to YUIMA prior to any material change or cancellation of said policies.
9. PAUMA CSD agrees that the provisions of California Civil Code Section 1668 do not apply to this Agreement. Civil Code Section 1668 provides:

All contracts which have for their object, directly or indirectly, to exempt anyone from the responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent, are against the policy of the law.

10. All acts of YUIMA under this Agreement will be performed with the express understanding that YUIMA makes no warranties, expressed or implied, with respect thereto.


11. This Agreement expires June 30, 2025 and will be reviewed for renewal annually.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties by their duly authorized officer.

PAUMA VALLEY COMMUNITY SERVICES  
DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, President

YUIMA MUNICIPAL WATER DISTRICT

By:   
Roland Simpson, President

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 22**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Employee Handbook Update**

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**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Approve the amended Employee Handbook.
2. Discuss and take other action as appropriate.

**BACKGROUND**

In September of 2022, former legal counsel, Best, Best and Kreiger (BB&K) provided a draft of a newly revised Employee Handbook. One of the primary reasons to update the Employee Handbook was to eliminate job descriptions from the Handbook, as it prevented essential modifications to job descriptions by management. There were additional recommendations from BB&K to ensure that the District is compliant with new labor laws, as well as consistent with the best management practices of public agencies.

**DISCUSSION**

Several meetings have been conducted with the Vice President, Michael Esparza, management staff, and current District General Counsel. Attached to this Board letter you will find the currently adopted Employee Handbook, in addition to the finalized version reviewed and approved by both General Counsel and managerial staff.

**Notable changes and modifications:**

- Language that ensures compliance with current labor laws within the state of California, along with additional policies that are consistent with the best management practices of public agencies.
  - This includes language on employee complaints and concerns.
  - This includes language associated with vehicle usage policies.
  - This includes language on types of employee leave and establishes parameters for each category.
- Language that better defines “Wages and Pay”, including parameters of authority for the General Manager and merit wage increases.
  - This includes interim roles, or duties that are classified at a higher paying job classification.
- Language that authorizes the General Manager to hire a temporary, or part time employee at any time to facilitate mandatory District business.
- Language that modifies the probationary interval from ninety (90) days to one hundred and eighty (180) days, and subject to modification at any time at the discretion of the General Manager.
- Language that further defines job abandonment.
- Language providing a monetary Health Reimbursement Account (HRA) increase of one hundred dollars (\$100) per month to those employees who choose to opt out of medical coverage via the District.
- Language limiting the use of the HRA benefit to employees who successfully complete their 180-day probationary interval.

- Language modifying the sick time benefit accrual to a bi-weekly payout, as opposed to the current pro-rated lump sum hourly payout.
- Language to provide additional bereavement leave of two (2) days to those employees who must travel outside of the State or at least one thousand (1,000) miles upon authorization and evidence of the travel.
- Language added to notify employees of the District’s utilization of security cameras.
- A new uniform policy for Utility and Security staff that provides compensation to ongoing employees for the purpose of uniform upkeep.
- Language pertaining to a rehabilitation program for employees.
- Language adjusting the Security Supervisor’s shift upon District General Manager approval.

**FISCAL IMPACT**

The only fiscal impact that can be effectively measured is the new uniform policy:

- Utility uniform maintenance annual cost:
  - Two hundred and fifty dollars (\$250) annually per employee
  - District employs one Utility Worker
  - **Two hundred and fifty dollars (\$250) annually**
- Security Patrol uniform maintenance annual cost:
  - One hundred and fifty dollars (\$150) annually per employee
  - District employs five Patrol Officers, this includes the Security Supervisor
  - **Seven hundred and fifty dollars (\$750) annually**
- Security Gate Attendant's uniform maintenance annual cost
  - Fifty dollars (\$50) annually per employee
  - District employs five Gate Attendants, this includes Gate Attendant Supervisor
  - **Two hundred and fifty dollars (\$250) annually**

It is important to note that items have been replaced as needed in the past, at management’s discretion. Therefore, these would not be entirely new costs but rather fixed and measurable costs.

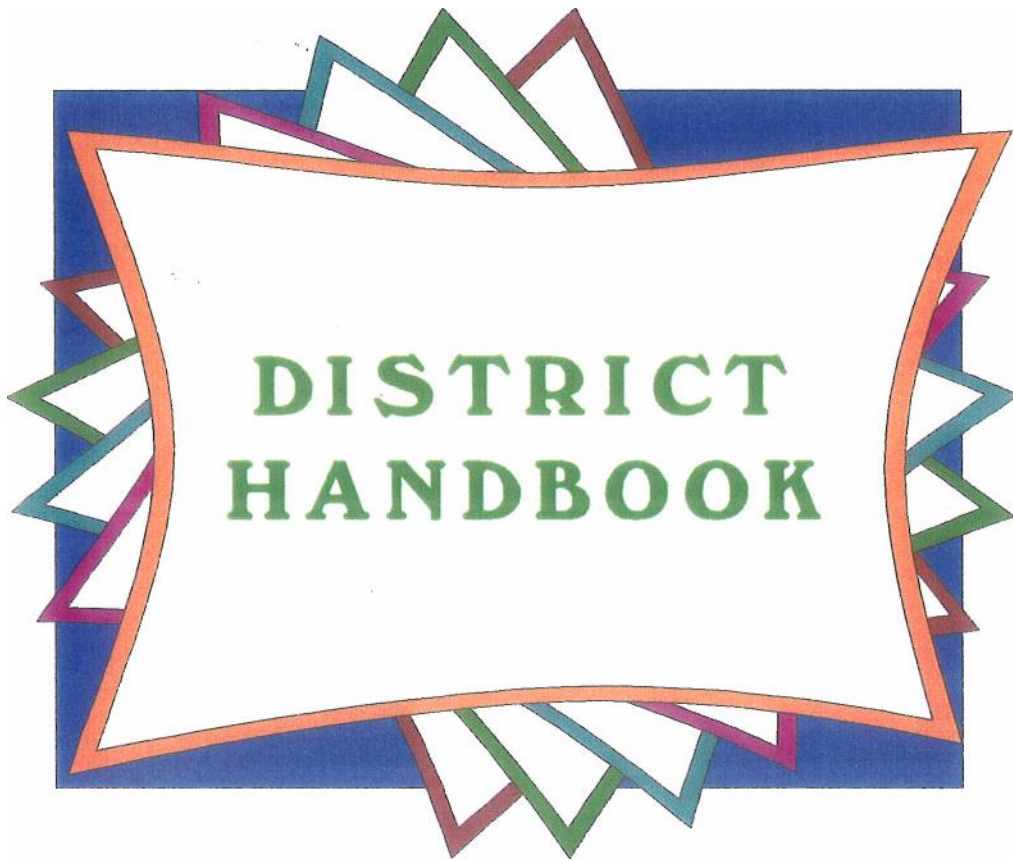
**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Approve the amended Employee Handbook.
2. Discuss and take other action as appropriate.

**Attachments**

1. Current Approved Employee Handbook
2. Amended Employee Handbook

**Pauma Valley  
Community Services District**



## 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 to 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.

Nothing in this District Handbook or in other statements of PVCSD policies, including statements made in the course of the evaluation and wage 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 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, 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. DISTRICT PROPERTY DAMAGE
  12. DEPARTMENTAL TRANSFER
  13. HOURS OF WORK
  14. OVERTIME
  15. ABSENCE FROM WORK
  16. HOLIDAYS
  17. HEALTH BENEFITS
  18. HEALTH REIMBURSEMENT ACCOUNT BENEFITS
  19. LIFE INSURANCE BENEFITS
  20. RETIREMENT BENEFITS
  21. 457 SUPPLEMENT RETIREMENT INCOME BENEFITS
  22. VACATION
  23. SICK LEAVE
  24. BEREAVEMENT
  25. PREGNANCY DISABILITY LEAVE
  26. DISCRETIONARY LEAVE
  27. EXPECTATIONS FOR PVCSD PERSONNEL
  28. FUNDAMENTAL RULES OF SAFETY
  29. DRESS CODE
  30. 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, 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.

#### 1. Definition

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:

- a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- b. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;

- c. 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.

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 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. EMPLOYMENT CLASSIFICATION

Job Title: General Manager

Job Description:

a. Functional Statement

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, cash receipts, capital assets, job costing and collections functions; and performs related work.

b. Duties

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.

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 Department Captain or Security Supervisor and the Utility Department Supervisor, and to contract water and 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.

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 related issues. Manage the operating affairs of the District, including supervision of Administrative Assistants, Water Quality Data Techs, and Office Assistants. 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; file 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 employee files and assist as needed with administration of benefits. Monitor all regulatory compliance for all entities. Support bookkeeping services for contract services. 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.

Job Title: Administrative Assistant

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 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; 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 the District website is 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.

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 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 for the District. 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 Managers role in completing the monthly invoicing for Rancho Pauma Mutual Water Company.

Job Title: Utility Department Supervisor

Job Description:

a. Functional Statement

To perform duties under the supervision of the General Manager 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; prepares budget for assigned area, 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; evaluated 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 .

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.

Job Title: Water Distribution Service Worker I -  
Waste Water Plant Maintenance Worker I

Job Description:

- a. Functional Statement  
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. Duties  
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. Obtain certifications deemed necessary by the District.

Job Title: Water Distribution Service Worker II -  
Waste Water Plant Maintenance Worker II

Job Description:

- a. Functional Statement  
To perform duties under the supervision of the Utility Department Supervisor.
- b. Duties:  
RPMWC - 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 devices, 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).  
  
PVCSD - 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).  
  
Maintain certifications deemed necessary by the District.

Job Title: Security Department Supervisor

Reports to: General Manager

Job Description:

a. 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.

b. Duties

The Security Department Supervisor will confer with the General Manager on an as-needed basis regarding all District security matters and make appropriate recommendations.

The Security Department Supervisor will work 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..

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 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 24x7x365, unless on PTO or sick leave. Further he will insure that other agencies are promptly and properly informed so that they may provide assistance, should that be necessary.

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, 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: Security Patrol Officer

Job Description:

a. Functional Statement

To perform duties under the direction of the Supervisor.

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 District residents during the period of his or her assigned watch.

In order that this responsibility be met, the Security Patrol Officer will, by utilizing proper patrol procedures and vehicular/foot patrol, insure the physical security of all residences, shops, utility and commercial buildings, schools, etc. within 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 insure 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, insure that communications are maintained at all times with the dispatcher.

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.

Job Title: Security Gate Attendant Supervisor

Job Description:

a. Functional Statement

To perform duties under the direction of the Security Department Supervisor.

b. Duties

Under the supervision of the Security Department Supervisor, the Gate Attendant Supervisor 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 running reports and operating in the dwellingLIVE software application..

The Gate Attendant Supervisor will be uniformed, with appropriate identification.

The Gate Attendant Supervisor 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 Gate Attendant Supervisor 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 Supervisor 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.

Job Title: Security Gate Attendant

Job Description:

c. Functional Statement

To perform duties under the direction of the Security Supervisor and Security Gate Supervisor.

d. Duties

Under the supervision of the Security Supervisor or Gate Attendant Supervisor, 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.

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 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.

5. VEHICLE USE

The Pauma Valley Community Services District and the Rancho Pauma Mutual Water Company provide vehicles for their employees to use while on "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 ONLY be used to fill the District's Patrol and Utility vehicles. No gasoline shall be dispensed for personal vehicles.

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 \$.55 per mile. This reimbursement does not apply to employees with a vehicle allowance.

6. PROFESSIONAL CERTIFICATION

All applicants applying for vacant positions requiring certification must present evidence of certification prior to employment. District policy requires copies of certificates required to meet standards. 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. Wage rates are determined on the basis of job evaluation and wage surveys conducted for 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 addition to any overtime logged for the work required. Any call out after defined work hours shall be for a minimum of 2 hours. 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 is paid at a rate of \$50 per day in addition to any overtime 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 discretion.

Deductions that are required by state and federal law to be withheld from gross wages are: 1) Federal Income Tax; 2) Federal FICA Taxes; 3) California State Income Tax; 4) California State Disability Insurance (SDI); 5) PERS retirement program; and 6) 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.

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 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 work less than 30 hours per week. This employee may share weekend and holiday coverage as required by the job. Part-time employees’ eligibility for medical, vacation or sick leave benefits is determined individually at the discretion of the Board of Directors. Part-time employees working 1000 hours or more per fiscal year are required to participate in the PERS retirement program.

## 9. PROBATION

All employees are considered to be on probationary status for ninety (90) 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. Employees will be evaluated prior to the end of the probationary period. 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.

## 10. 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.

11. DISTRICT PROPERTY DAMAGE

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.

12. 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.

13. 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 4:00 P.M. five (5) days per week. Security 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. Time-Keeping

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. Meal Breaks

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.

14. 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. 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) per day and is paid at 1.5 times the regular pay rate; the first 8 hours on the 7<sup>th</sup> 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 7<sup>th</sup> 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 hours worked and at 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.

15. ABSENCE FROM WORK

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, if possible, at least two (2) hours before the start of the shift. The supervisor 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 each day they are out unless otherwise instructed. Employees who fail to notify the supervisor in advance of absenteeism may be subject to disciplinary action or dismissal.

16. 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.

17. HEALTH BENEFITS

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.

18. 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.

19. LIFE INSURANCE BENEFITS

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<sup>st</sup> of the month following the end of an employee's ninety (90) days of employment. This benefit is offered by the District at no charge to employees.

20. RETIREMENT BENEFITS

PVCSD provides, through the California Public Employees Retirement System (CalPERS), a retirement plan for eligible employees. Employees 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 benefit visit the CalPERS website.

21. 457 SUPPLEMENT RETIREMENT BENEFITS

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.

22. VACATION

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 Supervisor. At no point will an employee be allowed to have a negative balance.

B. Use of Vacation

In order to request vacation time, employees should submit a Vacation Request form to their Supervisor. Every effort will be made to accommodate all employees' requests for specific vacation leave time. However, the Supervisor 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 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.

23. 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 full time 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 amount of sick hours based on the amount of pay periods left in the calendar year.

Verification

Employees are required to notify their supervisor 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. Use of Sick Leave

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.
4. 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.
  - c. PVCSD shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. 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.

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 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. Use of Sick Leave During Training Sessions and Other Off-Site Events

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.

24. 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.

25. PREGNANCY DISABILITY LEAVE

A. Eligibility

In accordance with 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. Pregnancy Disability Leave

1. 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.
2. 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. Leave Due to Normal Childbirth

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

D. Leave/Transfer and Other Reasonable Accommodation Requests

1. 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.
5. 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. Intermittent Leave



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.

1. 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.
2. 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.
3. 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. Temporary Transfers

1. 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.
2. 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:
  - a. Create additional employment;
  - b. Discharge another employee;
  - c. Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the employee’s transfer; or
  - e. Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

1. 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:
  - a. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. 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.

I. 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

1. 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.
2. 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.
3. 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

1. 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.
  - c. 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:
  - a. 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
  - b. 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.
3. 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:
  - a. There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 working days thereafter; or
  - b. 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. Seniority and Benefits

1. In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
2. 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 her share of the premium as well as his or her 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.

26. DISCRETIONARY LEAVE

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.

27. 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 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.

## 28. 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 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. Employees are required to report all personal injuries, regardless of how serious, to the supervisor or 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.

## 29. 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. 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.

30. DRUG AND ALCOHOL POLICY

It is PVCSD's desire 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 satisfactory manner.

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. They may also wish to discuss these matters with the General Manager to receive assistance or referrals to appropriate resources in the community.

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**

<b>VIOLATIONS OF DISTRICT RULES AND REGULATIONS</b>
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.

\* This is not an exhaustive list of potential violations of PVCSD rules and regulations.

**Pauma Valley Community Services District**

**District Policy for Security Personnel**

July 27, 2020

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:**

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

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

**First Offence:** Verbal and/or written warning.

**Second Offence:** 3 Day Suspension without Pay.

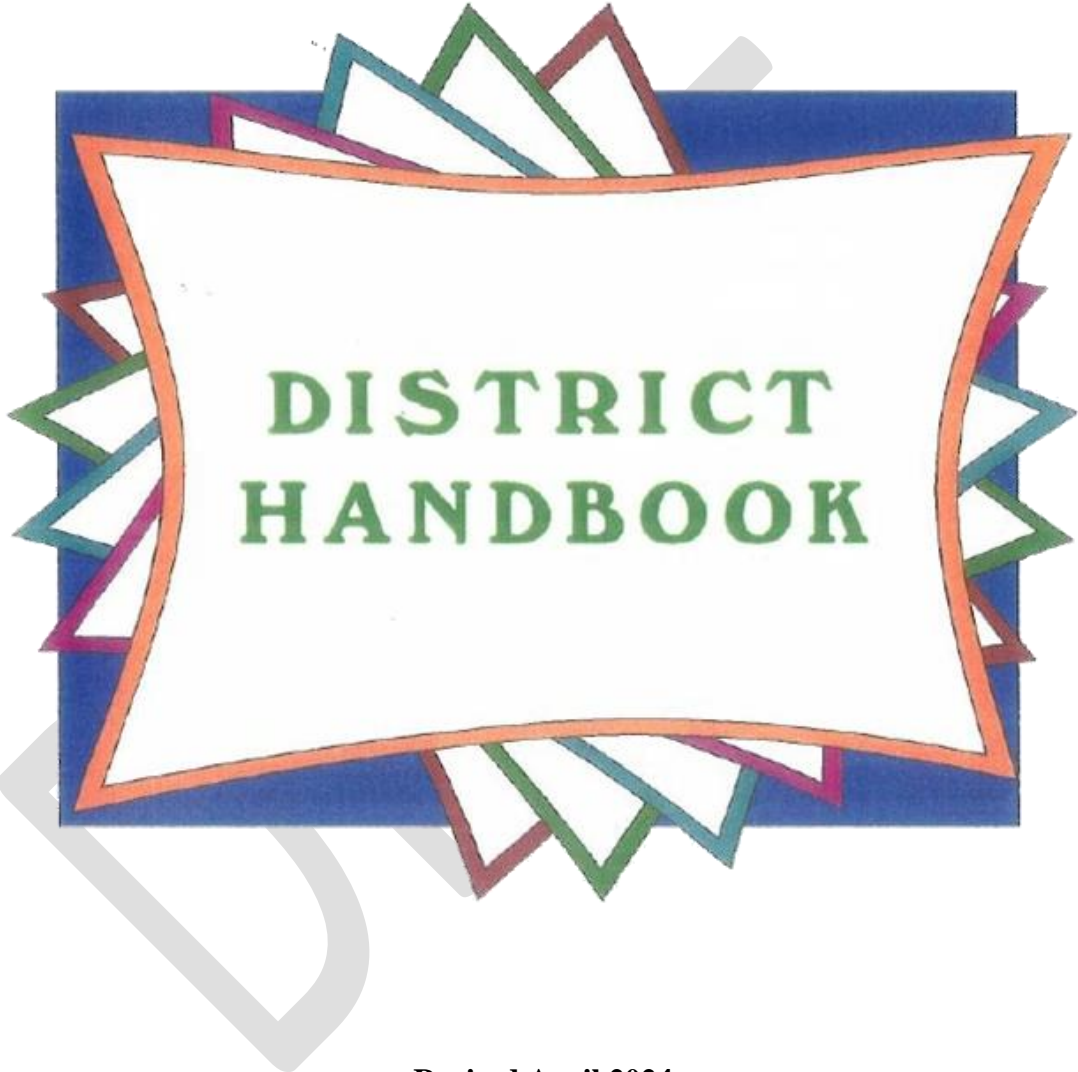
**Third Offence:** Supervisory Review/Subject to Termination.

**Employee:** (print name) \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Security Supervisor:** \_\_\_\_\_

**General Manager:** \_\_\_\_\_

**PAUMA VALLEY  
COMMUNITY SERVICES DISTRICT**



**Revised April 2024**



## INTRODUCTION

For employees who are commencing employment with the Pauma Valley Community Services District (“PVCSD” or the “District”), let me extend a warm and sincere welcome. For employees who have been with us, thank you for your past and continued service.

This Employee Handbook (“Handbook”) is designed to help employees get acquainted with the organization. It describes some basic terms and conditions of employment with the District.

Employees are expected to read this Handbook carefully and to know and understand its contents. PVCSD reserves the right to make changes to this Handbook. Employees are responsible for knowing about and understanding those changes once they have been disseminated. PVCSD also reserves the right to interpret the provisions of this Handbook. For this reason, employees should check with the General Manager to obtain information regarding specific employment guidelines, practices, policies or procedures.

Employees should not interpret anything in this Handbook as creating a contract or guarantee of continued employment. In addition, this Handbook is not intended to cover all possible situations that may arise in your employment relationship with the District.

This Handbook is the property of the District and it is intended for the personal use and reference by employees of PVCSD.

Every employee is responsible for completing the following within two (2) weeks of receiving this Handbook: reading and signing the Handbook Acknowledgment Form and returning it to the General Manager. This Acknowledgment Form contains important points for employees and provides the District with a record that each employee has received this Handbook.

**This Handbook supersedes all prior handbooks.**

## 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, PVCSD Resolutions, State, or Federal laws. PVCSD reserves the right to delete, amend, or add handbook provisions at any time, without notice.

Nothing in this Handbook or in other statements of PVCSD policies, including statements made in the course of an employee performance review and/or wage review, 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 with approval of the District Board.

## 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/Approved April 2024

Revised July 2020

Revised July 2019

Revised April 2019

Revised July 2017

Revised April 2016

Revised December 2015

Revised July 2014

Revised August 2012

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1. AT-WILL EMPLOYMENT

All employment with PVCSD is “at will.” This means that both employees and PVCSD have the right to terminate employment at any time, with or without notice, and with or without cause. 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.

PVCSD reserves the right to transfer, demote, suspend and administer discipline to employees with or without cause or advance notice.

None of the policies, procedures, contents of this manual, or any other documents provided to employees are intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific period of time. Employees should ask PVCSD’s General Manager if they have any questions about their status as an employee at-will.

2. PROBATIONARY PERIOD

PVCSD attempts to hire the most qualified employees for each position. To ensure this, PVCSD provides for an introductory period of employment for the employee to assess PVCSD and the job content, and for PVCSD to evaluate the new employee on his or her job performance. All new employees must complete, to PVCSD’s satisfaction, a 180-day (six (6) months) introductory period beginning after the date of initial appointment. Consistent with the PVCSD’s Employment At-Will policy, during the introductory period, an employee may be discharged by PVCSD for any reason, at any time, and without advance notice. Similarly, the employee may resign employment for any reason, at any time, and without advance notice during this period.

At PVCSD’s discretion, an employee’s introductory period may be extended one or more times. On successful completion of the introductory period, an employee will become a regular employee. Successful completion of the introductory period does not, however, guarantee employment for a specific duration.

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.

3. EQUAL EMPLOYMENT OPPORTUNITY

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 (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and gender expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), sexual orientation, sex stereotyping, age (40 years and older), medical condition, marital status, domestic partner status, pregnancy, physical or mental disability (including HIV and AIDS), military status, veteran status; legally protected medical condition or information (including genetic information), protected medical leaves (requested or approved), status as a victim (of domestic violence, sexual assault or stalking), enrollment in a public assistance program, 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). Any such discrimination is unlawful and all persons involved

in the operations of the PVCSD are prohibited from engaging in this type of conduct. Please contact PVCSD's General Manager if you have any questions or concerns.

PVCSD's commitment to comply with all applicable laws providing equal employment opportunities applies to all persons involved in the District's operations and prohibits unlawful discrimination by any employee of the District, 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 employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of PVCSD's General Manager. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

PVCSD utilizes the same complaint procedures for complaints of discrimination as it does for complaints of harassment. Please see the Reporting and Complaint Procedure. California law and PVCSD also prohibit retaliation against any employee for making a good faith complaint of discrimination or for cooperating, assisting, testifying, or participating in any of the discrimination complaint procedures in the separate Policy Against Harassment.

4. POLICY ON REASONABLE ACCOMMODATION[WH1]

PVCSD is committed to providing equal opportunity for all applicants and employees, and will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

**Reasonable Accommodations Related to Disability and Religion:** PVCSD will provide reasonable accommodations for applicants and employees with disabilities in accordance with the Americans with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely-held religious beliefs, practices, or observance under state and federal law. Employees seeking such accommodations should promptly notify PVCSD's General Manager.

**Reasonable Accommodations Relating to Pregnancy:** PVCSD will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify PVCSD's General Manager. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

**Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault:** PVCSD will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to PVCSD, and (ii) the employee requests an accommodation for the employee's safety while at work.

In such circumstances, PVCSD will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault or stalking. Six (6) months after the date of each previous certification, PVCSD may request a recertification of such status. PVCSD will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual

assault or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

Retaliation and Discrimination Prohibited: PVCSD prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in PVCSD's separate policy on harassment, discrimination and retaliation, PVCSD prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual's disability, religion, religious creed, sex (including pregnancy, childbirth and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

## 5. LACTATION ACCOMMODATION POLICY

PVCSD provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. A lactation accommodation request may be made verbally or in writing, should indicate the need for an accommodation in order to express breastmilk at work, and should be directed to PVCSD's General Manager. PVCSD shall respond to such requests in a reasonable manner, not exceeding five (5) business days. PVCSD will provide a room or other location (not a bathroom) for employees to express breastmilk in private. PVCSD will ensure that the lactation room or location will:

- Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk;
- Be clean, safe and free of hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain a place to sit; and
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, PVCSD will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, PVCSD will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space. [WH2]

PVCSD shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and PVCSD will compensate her for such time.

If PVCSD cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to PVCSD's District's General Manager that describes the nature of the change that is requested.

PVCSD prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to PVCSD's General Manager. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

## 6. OPEN DOOR POLICY

The District has a specific procedure detailed in the separate Policy Against Harassment, Discrimination and Retaliation that should be used to report any concerns or complaints related to possible sexual harassment,

or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, the District has an Employee Concerns Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The District believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, or with the General Manager, as soon as possible after the event(s) that cause the concern. The District will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

## 7. PROCEDURE FOR REPORTING EMPLOYEE COMPLAINTS

The purpose of this Procedure for Reporting Employee Complaints is to establish a process for all employees of the District to use to notify the District of their work-related concerns, and to give the District the opportunity to learn about, address, and resolve the complaint. This policy is intended to supplement the Open Door Policy set forth in this Handbook, which states the District's philosophy that all employees have free access to their immediate supervisors or to other District supervisors of their choice or the General Manager to informally express their work-related concerns. As noted in the Open Door Policy, the District has a specific procedure detailed in its Policy Against Harassment, Discrimination, and Retaliation that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.

Importantly, when the nature of the concern pertains to an actual or suspected violation of the law District policy, or an ethical violation, all employees, directors, and officers of the District are required to file a complaint using the procedure below. This includes reporting any activity that is considered by the person making the complaint to be illegal or dishonest. Any questions regarding whether a concern is subject to this mandatory reporting policy should be resolved in favor of filing the complaint. This procedure includes:

1. **Filing of Complaint:** Individuals should file written complaints with the District's General Manager as soon as possible after the events that give rise to the work-related concerns. The written complaint should set forth in detail the bases for the complaint including but not limited to alleged violations of policy or law.
2. **Investigation:** The District's General Manager will date and log all written complaints and send the employee an acknowledgment that the complaint is under review. The District's General Manager, or his/her/its designee will investigate the complaint, meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. The District will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.
3. On completion of the investigation, the complainant and the employee being complained about will receive an oral or written report of the District's finding(s) which are listed below. Except where required by law, the details of the investigation and the basis of the investigation's findings will not be provided to the complainant.
4. Each allegation in a complaint shall have one of the following findings:
  - a. **UNFOUNDED:** The alleged act did not occur.
  - b. **EXONERATED:** The alleged act occurred but was justified, legal and proper.
  - c. **NOT SUSTAINED:** The investigation produced insufficient information to prove or disprove the allegation.
  - d. **SUSTAINED:** The District member committed all or part of the alleged act(s) of misconduct or poor service.



- e. **MISCONDUCT NOTED:** The District member violated a section of the Districts Ordinances, Policies, Rules, or Procedures not originally in the complaint.
  - f. If the complaint is resolved to the complainants satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of the General Manager.
5. Appeal: If the complaint is not resolved to the complainants’ satisfaction, the complainant may submit a written request for review of the complaint to the District General Manager, or District Board President. Decisions resulting from appeal reviews will be final.

The District will not tolerate retaliation against individuals for reporting a good faith concern under this policy; participating in or cooperating in any internal investigations of reported concerns; or otherwise engaging in conduct protected by law. Prohibited retaliation can be adverse employment actions, like termination, compensation decreases, or poor work assignments, or even threats of physical harm. Such retaliation is a separate violation of District policy. It also may violate applicable law. Anyone who believes that he or she has been retaliated against for reporting a good faith concern, for participating in or cooperating in an internal investigation of a concern, or for exercising his or her rights, or otherwise engaging in conduct protected by law, should immediately notify the District using the same Procedure described above. The General Manager or any District Board member has the discretion to utilize the complaint procedure to evaluate complaints initiated by members of the public.

8. 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. The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The General Manager may discipline any employee for cause.

9. POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION

The District is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with the District’s high expectations of ethical conduct. This necessarily means that the District prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. This includes harassment based on sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned or is (or is perceived to be) transitioning, sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by federal, state, or local laws.

The District strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, the District will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with

whom the District employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

#### 10. REPORTING AND INVESTIGATING HARASSING, DISCRIMINATORY AND RETALIATORY CONDUCT

All employees, independent contractors, interns, and volunteers of the District must promptly report any incidents of harassment, discrimination, and retaliation so that the District can take appropriate action. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the District from having the opportunity to correct the situation.

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any District personnel or any other person, or any conduct believed to violate this policy, must be reported immediately to the District's General Manager, who is responsible for investigating harassment complaints. An individual is not required to bring a complaint to the General Manager if the individual is uncomfortable doing so for any reason. In that case, complaints may be reported to the District Board President or any other District Board member.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation AND for ensuring that everyone in their Division is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the General Manager or other appropriate District official so that an investigation may be initiated.

Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the District. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Office Manager or other District official responsible for the investigation, will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, the District will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

The District prohibits conduct severe enough to be unlawful. Yet even more, the District’s workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, the District prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, the District will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

The District will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of District policy and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

11. RESPECTFUL CONDUCT

The District is committed to providing a professional and respectful work environment. In addition to prohibiting all forms of discrimination and harassment, the District also prohibits any “intimidation or bullying” in the workplace or at any work-related events.

Bullying is abusive conduct that a reasonable person would be hostile, offensive, and unrelated to the District’s legitimate business interests. It may include repeated infliction of verbal abuse, derogatory remarks, insults, epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance.

Disciplinary action, up to and including termination, may be taken against any employee found to have violated this policy, amongst other appropriate actions.

Any individual who believes that they have been the subject of bullying should immediately report concerns to their direct supervisor or the General Manager, if needed. No employee will be subject to any form of retaliation for reporting an incident of bullying or for participating in the investigatory process, if needed.

12. VEHICLE USAGE

The District provides vehicles for employees to use while on “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 PVCSD boundaries during all duty status hours with the exception of utilizing for necessary District business. PVCSD vehicles are not to be used for any form of after-hours activities, unless authorized by the General Manager in writing. The District’s gasoline tank is to ONLY be used to fill PVCSD’s vehicles. No gasoline shall be dispensed for employee’s personal use. The General Manager may in his or her discretion provide up to one (1) gallon of gas or a reasonable equivalent of electric vehicle charging to assist stranded motorists within the District.

District employees and Board members may, in the course of District business, drive District vehicles equipped with global positioning system (GPS) technology. GPS technology provides the District with business-related purposes such as vehicle, fuel use, diagnostic data, speed, location, routing, idling, and utilization information. Additionally, GPS technology greatly enhances District job performance, personnel safety, and distribution of District resources.

The District may participate in the California Department of Motor Vehicles (DMV) Employer Pull Notice (EPN) Program. Employees whose job description requires the possession of a valid California driver’s license must maintain their driver’s license with no limitations for operating District vehicles. Such employees are required to report any restrictions or validity of their DMV license status to the Office Manager and/or General Manager within twenty-four (24) hours or by the next business day upon notification by the DMV, law enforcement agency, or court.

Any violation of the aforementioned regulations will subject the employee to disciplinary action, up to and including termination. When an employee is authorized to use his/her personal vehicle in the performance of District work, he/she shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

13. PROFESSIONAL CERTIFICATION

All applicants applying for vacant positions requiring certification must present evidence of certification prior to employment. District policy requires copies of certificates required to meet standards. The cost of renewal of certifications will be paid for by PVCSD as long as employment continues.

14. WAGES AND PAY DAY

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. Wage rates are determined on the basis of job evaluation and wage surveys conducted for 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.

Based on applicants’ knowledge, skills, certifications and abilities for the job position, the General Manager may assign base pay for newly hired employees at any range within the published salary schedule for the position the applicant was hired for.

All District supervisors or managers will conduct an annual performance review for each employee under their charge. The evaluation will be based on work performance, job skills, job duties, and District goals. Upon completion of the evaluation the supervisor or manager will review the evaluation with the employee. The performance evaluation will be signed by the employee and supervisor. The General Manager will review to approve the evaluation, sign the evaluation, and file the forms in the employee’s personnel file. Employees with below average, average, or above average work performance scores will be eligible for an annual merit increase of up to 5% within the published salary schedule.

The General Manager at his or her discretion may increase an employee's base pay an additional 5%-10% for interim job assignments of a higher paying job classification. The General Manager may increase employee salary outside of their earned merit increases up to 10% of their current salary upon justification and approval of the majority of the District Board.

Cost of Living (COLA's) adjustments to employees' base salary or annual bonus pay may be approved by the District Board with consideration of economic indicators, the job market comparable and the financial conditions of the District.

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.

15. ON-CALL DUTY

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 unless otherwise approved by the District General Manager. Compensation for that status is paid at a rate of \$10 per day when scheduled in addition to any overtime logged for the work required. Any call out after defined work hours shall be for a minimum of 2 hours at the employee's overtime rate. Each Saturday and Sunday, one utility employee is required to be available for "on call" for an emergency situation, and: (1) be scheduled for overseeing PVCSD's operations unless otherwise approved by the District General Manager, (2) shall be provided the necessary equipment to access the automated SCADA system, and (3) determine if being on-site is required. Compensation for this weekend status is paid at a rate of \$50 per day in addition to any overtime logged for the work required. Compensation for the performance of on-call duty during a District recognized holiday is paid at a rate of \$50. Scheduling for 'On Call' duty is done by the Utility Division Supervisor or the District General Manager. Modification of this is subject to PVCSD review and may change at the discretion of the General Manager.

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 discretion.

16. FULL-TIME VS. PART-TIME EMPLOYMENT

Full-Time: A full-time employee is one who is regularly assigned to work 32 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 work less than 30 hours per week. This employee may share weekend and holiday coverage as required by the job. Part-time employees' eligibility for medical, vacation or sick leave benefits is determined individually at the discretion of the Board of Directors. 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 960 hours of work per fiscal year. The General Manager in his or her discretion may at any time authorize the hiring of a temporary, and/or part-time employee to facilitate the necessary operational and administrative business of the District.

17. DISTRICT PROPERTY AND CONFIDENTIAL INFORMATION

The security and usage of District property is of vital importance to the District. District property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for the District to preserve and protect its confidential information, as well as the

confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times. Further, any damage to District property may be grounds for discipline, up to and including termination.

“Confidential Information” means all information, not generally known, belonging to, or otherwise relating to the business of the District or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that the District has taken reasonable steps to protect from unauthorized use or disclosure. Confidential Information includes but is not limited to trade secrets as well as other proprietary knowledge, information, and know-how; non-public intellectual property rights, including business plans and strategies; manufacturing techniques; formulae; processes; designs; drawings; discoveries; improvements; ideas; conceptions; test data; compilations of data; and developments, whether or not patentable and whether or not copyrightable.

“Personal Identification Information” includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the District regarding an individual’s personal identity. There are laws in the United States and other countries that protect certain types of Personal Identification Information, and employees should not disclose such protected Personal Identification Information that has been acquired and retained by the District about other individuals to any third party or from one country to another without prior managerial approval.

Given the nature of the District’s business, protecting Confidential Information and Personal Identification Information is of vital concern to the District. This information is one of the District’s most important assets. It enhances the District’s opportunities for future growth, and indirectly adds to the job security of all employees. Failure to take reasonable measures to protect the District’s Confidential Information may jeopardize its status as a trade secret. While employed by the District, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the District, except to the extent such use or disclosure is required in connection with performing their jobs. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability.

Nothing in this Guideline limits any rights an employee may have to discuss terms, wages, and working conditions of employment, or disclose information about sexual harassment or other unlawful acts in the workplace, as protected by applicable law. Employees are permitted to disclose Confidential Information that they are required to disclose pursuant to judicial order or other legal mandate. Should such a circumstance arise, the employee agrees to give the District prompt notice, prior to the deadline of the disclosure requirement, and to fully cooperate with any efforts by the District to obtain and comply with any protective order imposed on such disclosure.

Upon separation of employment, whether voluntary or involuntary, all tangible and intangible District property must be returned to the District immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information or Personal Information, and any copies thereof. Also, the terminating employee must immediately notify the District if the employee has Confidential Information or Personal Information stored in the employee’s personal computer, or in a mobile, cloud, or other storage medium, and work with the District to identify all such Information and its location and help ensure it is retrieved and/or permanently deleted by the District (or the District’s designated agent).

18. DIVISIONAL TRANSFER

Any employee making a Division or job position transfer will be subject to a one hundred- and eighty-day (180) day probationary period in the new position. Any employee that does not successfully conclude a one hundred- and eighty-day (180) day probationary period in their new position will be subject to termination or a return to their previous position at the discretion of the District General Manager.

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 once the employee formally assumes the new position and for the lowest rate of any qualified job classification for vacation pay, and the like.

19. 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 4:00 P.M. five (5) days per week. Patrol Officers work ten (10) hour shifts, four (4) days per week whereas the Security Supervisor may work ten (10) hour shifts, four (4) days per week, or with the approval of the District General Manager may work twelve (12) hour shifts three (3) days per week, and four (4) hour shifts remotely per week; Security Gate Attendant Supervisor works nine (9) hours shifts, four (4) days per week; Gate 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 Division Supervisor and based upon the needs of the District. 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.

Employees are expected to be on time daily and remain on the job throughout the regularly scheduled workday. Nonexempt employees are required to accurately record and save all actual time worked on each day using PVCSD's official timekeeping system. Nonexempt employees are prohibited from working "off the clock," meaning working time that is not recorded for payroll purposes. Any nonexempt employee who believes that he or she is expected to or has been asked to work without recording his or her time "off the clock" must immediately contact PVCSD's General Manager.

B. Time-Keeping

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. Each Division Supervisor will review the time records for their employees and then sign the time record before submitting it for payroll processing. The General Manager shall review all time records for accuracy once submitted to payroll.

C. Meal and Rest Periods

The regular hours of work each day for full-time nonexempt employees shall be consecutive except for interruptions for a meal period and two (2) paid fifteen (15) minute breaks (one mid-morning and one mid-afternoon). Part-time nonexempt employees shall be eligible for a compensated fifteen (15) minute break after the completion of four (4) hours of work and shall receive two paid fifteen (15) minute breaks if they work eight (8) hours in a day.

All meal periods will be “duty-free,” where the employee will not be required to perform any duties during his/her meal period. However, some employees, who, due to the nature of their work, are unable to be relieved of all duties during their meal period, may be required to take an on-duty meal period, which is counted as time worked and paid accordingly. All on-duty meal periods must be pre-approved by management.[ES3][WH4]

20. 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.

Overtime is defined as: time worked in excess of forty (40) hours in a work week; (please note that this is limited to only those employees on the eight-hour, five-day week/ or on a 10-hour, four-day week); or time worked on a designated holiday by a full-time employee. Part-time and temporary employees are not eligible for holiday pay. Overtime shall be paid as time and one-half (1 ½ times regular rate). PVCSD recognizes holidays are paid at 2.0 times the regular rate of pay for hours worked on a District observed holiday. 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.

21. EMPLOYEE ABSENCE FROM WORK

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, if possible, at least two (2) hours before the start of the shift. The supervisor 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 each day they are out unless otherwise instructed. Employees who fail to notify the supervisor in advance of absenteeism may be subject to disciplinary action or dismissal. Failure by an employee to return to work within 48 hours of the date he/she is scheduled to return to work from any type of approved leave or regularly scheduled time off, shall be considered job abandonment and an automatic resignation by the employee. The District will consider evidence of extenuating circumstances if it is submitted to the General Manager within 10 calendar days of the day the employee first failed to report to work. Any applicable leave of absence law governs in the event of a conflict with District policy.

22. HOLIDAYS

This policy shall apply to all regular, full-time, employees. Part-time and temporary/seasonal employees are not eligible for and do not receive holiday pay.

PVCSD recognizes the following paid holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Thanksgiving Friday, and Christmas Day. 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.

23. HEALTH BENEFITS

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 60 calendar 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 the 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 26. For more information, please review Appendix C describing the



District's benefits. Employees that elect not to participate in the District's medical insurance program are eligible to receive \$100 a month, \$1200 annually in lieu of health insurance [ME5]. Employees may elect to add this benefit into their Health Reimbursement Account (HRA) subject to HRA limitations. [ES6]

24. 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 PVCSD 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. Newly-hired District employees are eligible to utilize the Health Reimbursement Account only after successful completion of their one hundred and eighty (180) day probational period. The Health Reimbursement account can be used retroactively for any qualifying expenses accumulated during that 180-day probational period. For employees who are subject to a probationary period exceeding 180 days, this benefit will remain "Active" at the 180-day mark regardless of the initial probationary interval. For more information, please review Appendix C describing the District's benefits.

25. LIFE INSURANCE BENEFITS

PVCSD provides a Group Term Life Insurance Policy to all full-time employees at a designated benefit amount to be paid in the event of death of an employee to the employee's designated beneficiary(ies). This benefit will commence on the 1st of the month following the end of an employee's ninety (90) days of employment. This benefit is offered by PVCSD at no charge to employees. For more information, please review Appendix C describing the District's benefits.

26. RETIREMENT BENEFITS

PVCSD provides, through the California Public Employees Retirement System (CalPERS), a retirement plan for eligible employees. Employees 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 benefits visit the CalPERS website and please review Appendix C describing the District's benefits.

27. 457 SUPPLEMENT RETIREMENT BENEFITS

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 PVCSD office and please review Appendix C describing the District's benefits.

28. VACATION POLICY AND ACCRUAL

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 Supervisor. The employee will not thereafter accrue additional vacation benefits until such time as he/she takes sufficient time off to reduce the total accrued vacation benefits below the maximum. At no point will an employee be allowed to have a negative balance. Employees will be eligible to begin accruing vacation upon successful completion of the probationary period.

**B. Use of Vacation**

In order to request vacation time, employees should submit a Vacation Request form to their Supervisor. Every effort will be made to accommodate all employees' requests for specific vacation leave time. However, the Supervisor will also consider the needs of the Division 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.

PVCSD will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in the case of extended illness where available sick leave has exhausted.

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 Division supervisor 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. 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.

**29. 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.

Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to PVCSD's General Manager.

A. Entitlement

Regular, full-time employees are provided with 78 hours of sick leave annually, and are provided with these hours on an accumulation basis each and every pay period. Any[ME7] unused sick leave shall carryover to the following year with a cap of 180 hours.

Part-time are provided with a pro-rated sick leave entitlement based upon their hours worked.

Verification

In order to receive compensation while on sick leave, the employee shall notify his/her supervisor prior to the time for beginning the regular workday, or as soon thereafter as practical, or two days prior in the case of absence for a doctor's appointment.

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury.

PVCSD strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe that they have been discriminated or retaliated against should report their concerns to PVCSD's General Manager.

B. Use of Sick Leave

Sick leave may be applied to the following non-exclusive 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 parent, step-parent, sibling, grandparent, spouse, child (of any age), grandchild, 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.
4. 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.
  - c. PVCSD shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. 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.

Sick leave may also be taken by an employee for the purpose of attending to an ill or injured member of the employee's immediate family as permitted by law, including the "Kin Care" requirements set forth in California Labor Code section 233. Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of Kin Care time. Family members eligible for this coverage is defined in the California Labor Code and might include parents, children, and spouses.

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 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. Use of Sick Leave During Training Sessions and Other Off-Site Events

Training sessions, conferences, and other required PVCSD events that an employee attends for more than six (6) hours in a given workday shall be treated as a full eight (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.

30. BEREAVEMENT

In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3) business days. If and only in the event of bereavement-related travel, limited to outside of the State of California or exceeding 1,000 miles, whichever is greater, may the employee submit a request to the District General Manager for a two (2)-day extension of bereavement. This is in addition to regular sick leave and vacation time. Certification and documentation may be required by the PVCSD Manager. For purposes of this policy and defining an applicable bereavement based event: an employee's immediate family is defined to include spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, domestic partner, or any other person who is a legal dependent of the employee.

31. PREGNANCY-RELATED DISABILITY LEAVE

A. Eligibility

PVCSD recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, PVCSD provides leave for the period of actual disability ("Pregnancy Disability Leave"), up to a maximum of four (4) months. Pregnancy Disability Leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

In accordance with 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. Pregnancy-Related Disability Leave

1. 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.
2. 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 (4) months per pregnancy (88 workdays for a full-time employee).

C. Leave Due to Normal Childbirth

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

D. Leave/Transfer and Other Reasonable Accommodation Requests

1. Whenever possible, an employee should submit a written request for Pregnancy Disability leave to the General Manager as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide 30 calendar days' advance notice to the General Manager of the need for Pregnancy Disability Leave. If it is not practicable to give 30 calendar days' advance notice of the need for such leave, the employee must notify the General Manager as soon as practicable after she learns of the need for such leave. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, PVCSD reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.
2. 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.
3. 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. Intermittent Leave

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.

1. 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.
2. 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.
3. 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. Temporary Transfers

1. 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.
2. 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:
  - a. Create additional employment;
  - b. Discharge another employee;
  - c. Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the employee's transfer; or

- e. Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

1. 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:
  - a. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. 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.

I. 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

1. 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.
2. 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.
3. 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

1. 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 (2) business days, where feasible, after the employee notifies PVCSD of her readiness to return and provides medical certification of her fitness for duty.

- c. Failure to return to work on the next workday 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:
  - a. 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
  - b. 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.
- 3. 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:
  - a. There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 business days thereafter; or
  - b. 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. Seniority and Benefits

- 1. In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- 2. 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 her share of the premium as well as his or her 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 (4) 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.

32. CALIFORNIA FAMILY RIGHTS ACT

The California Family Rights Act (CFRA) authorizes eligible employees to take up a total of 12 weeks of paid or unpaid job-protected leave during a 12-month period. While on leave, employees keep the same employer-paid health benefits they had while working. Eligible employees can take the leave for those reasons specified under the California Family Rights Act (2 CCR § 11087).

Employees must notify PVCSD as soon as they are aware of the need for such leave. For foreseeable leave, the employee must provide 30 calendar days' advance notice. For events not foreseeable 30 days in advance, the employee must give notice as soon as is practicable, and generally must comply with PVCSD's normal call-in or notice procedures. All requests for CFRA Leave should include enough information to make PVCSD aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without a reasonable excuse for the delay, PVCSD reserves the right to delay the start of the leave until at least 30 days after the date on which the employee does provide such notice. Once aware the employee needs leave, PVCSD will inform the employee as to whether the employee is eligible under CFRA for such leave. PVCSD may request documentation evidencing the need for such leave as permitted by law.

Eligible employees who take CFRA Leave should note that they are guaranteed employment in the same or a comparable position upon termination of such leave, subject to any exceptions provided by law.

If PVCSD employs both parents who are entitled to CFRA Leave, both employees are entitled to 12 weeks of leave each.

PVCSD will not discriminate against an employee for exercising CFRA rights or giving information or testimony as to the employee's or another person's CFRA Leave; nor will PVCSD interfere with or limit the exercise or attempted exercise of such rights.

33. MILITARY LEAVE OF ABSENCE

PVCSD will grant employees a military leave of absence to the extent required by applicable federal and state law.

34. MILITARY SPOUSE LEAVE

Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide PVCSD with a written request for such leave within two (2) business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to PVCSD certifying that the military member will be on military leave from deployment.

35. JURY DUTY LEAVE

An employee summoned for jury duty will immediately notify PVCSD Manager. PVCSD will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. PVCSD will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

While serving on a jury, employees will be given a paid leave of absence for the entire duration of their jury service. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. It is also conditional upon the employee's conveyance to PVCSD of any compensation received as a juror, not including any travel allowance.



36. VOTING LEAVE

PVCSD encourages all employees to perform their civic duty by participating in elections. In circumstances where an employee's work schedule does not provide sufficient time off to vote on an election day, PVCSD will provide employees with a reasonable amount of time off to vote during scheduled work time, up to two (2) hours of paid time off. Employees who require time off to vote must notify their supervisor at least two (2) days prior to each election day and must submit proof of voting. PVCSD reserves the right to specify a time period in which employees are permitted to leave work in order to vote. With approval of the General Manager, employees may use vacation pay to cover any work missed in excess of the two (2) hours paid by the District.

37. DISCRETIONARY LEAVE

PVCSD 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, PVCSD 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 business 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 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 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, PVCSD 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, PVCSD 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.

38. LEAVE RELATED TO DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

PVCSD will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. PVCSD requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee

must, within 15 days of the absence, provide PVCSD with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

PVCSD prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

39. CRIME VICTIMS' LEAVE

PVCSD will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. PVCSD requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide PVCSD with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

40. LEAVE FOR ORGAN AND BONE MARROW DONATION

PVCSD will grant an employee the following leaves of absence:

- Bone Marrow Donation: A paid leave of absence of up to five (5) business days in any one-year period for the purpose of donating the employee's bone marrow to another person.
- Organ Donation:
  - A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
  - An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five (5) days of such paid sick or vacation time for a bone marrow donation and up to two (2) weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to PVCSD's District's General Manager that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, PVCSD will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, PVCSD will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. PVCSD may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

41. EXPECTATIONS FOR PVCSD PERSONNEL

Employees are expected to be at their workplace 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 at once.

Employees are required to promptly notify the General Manager of any changes in personal status, such as name, address, telephone, marital status, etc. within five (5) business days of the change.

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.

42. 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 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. Employees are required to report all personal injuries, regardless of how serious, to the supervisor or 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. Willful misconduct (e.g., horseplay, skylarking, initiating workplace physical aggression, etc.) will negate an employee's workers' compensation benefits.

43. WORKPLACE VIOLENCE POLICY

The District recognizes that workplace violence is a concern among employers and employees across the country. The District is committed to providing a safe, violence-free workplace. In this regard, the District strictly prohibits employees, consultants, customers, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the

absence of violent behavior. In an effort to prevent as well as investigate potential workplace violence, the District may utilize security cameras on District vehicles, property or security personnel to monitor workplace locations.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the General Manager for responding to any situation that presents the possibility of violence.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Office Manager or General Manager immediately. Further, employees should notify the Office Manager or General Manager if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence in violation of this policy has occurred, the District will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the District may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the District may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

#### 44. UNIFORM AND PROTECTIVE CLOTHING

PVCSD provides uniforms for all its permanent security patrol, 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.

Should personnel leave employment within their first one hundred and eighty days (180) days of employment, the employee will be responsible for the cost of the uniforms. Pursuant to applicable law, the amount deducted from the employee's final paycheck 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.

##### District Uniform Reimbursement

All reimbursements for any uniforms or protective clothing must be compliant with uniform standards as deemed necessary by PVCSD management and include any applicable logos or design consistent with PVCSD standards as deemed necessary by management. All reimbursements require receipts for proof of purchase prior to the disbursement of reimbursement.

##### Utility Employees

- Up to one hundred dollars (\$100), once per calendar year, for the required steel toe (or safety equivalent) boots.

- Up to one hundred dollars (\$100), once per calendar year, for the cost of replacing denim work pants.
- Up to fifty dollars (\$50), once per calendar year, for the cost of replacing a District long sleeve or short sleeve work shirt.

#### Security Patrol

- Up to one hundred dollars (\$100), once every two (2) calendar years, for the cost of black tactical boots.
- Up to one hundred dollars (\$100), once per calendar year, for the cost of replacing uniform pants, uniform shirts, or any uniform security cap.

#### Security Gate Attendants

- Up to fifty dollars (\$50), once every calendar year, for the cost of replacing any uniform short sleeve shirt, or any qualifying purchase towards black shoes or black pants consistent with the uniform standards as deemed necessary by PVCSD management.

#### 45. DRESS CODE

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.

#### 46. DRUG AND ALCOHOL POLICY

It is PVCSD's desire 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 satisfactory manner. Substance abuse can affect job performance, employee and public safety and the public's perception of the District and its operations. This policy shall apply to all employees of the District. Additional rules and procedures may be applicable to safety-sensitive positions.

***PLEASE NOTE:*** Despite Proposition 64's legalization of marijuana under California law, the District still considers it a prohibited drug for purposes of this policy as it remains illegal under Federal law. Being under the influence of marijuana, at any level of intoxication, is prohibited. No level of cannabinoids in an employee's system is acceptable. Use, possession, purchase, sale, or distribution of marijuana are grounds for discipline, mostly likely termination. Employee use of marijuana is not excused even when used as "medical marijuana."

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.

##### A. Reasonable Suspicion Testing

The District may require a blood test, urinalysis, or other drug and/or alcohol test of employees reasonably suspected of using or being under the influence of a drug or alcohol when on duty or on District property. The type of test to be performed shall be determined by the medical facility, laboratory or collection facility conducting the test. An employee's consent to submit to such a test is required as a condition of the employee's continued employment, and the employee's refusal to consent will be considered insubordination and may result in disciplinary action, up to and including termination of employment, for even a first refusal or any subsequent refusal.

Only the General Manager, Office Manager, Supervisors or other designated individuals[ME8][ES9] who have specific training with respect to recognizing potential substance abuse will have the authority to request a drug or alcohol test based on reasonable suspicion. Employees must report any perceived violation of this policy to the General Manager for further assessment. The General Manager, Office Manager, Division Supervisors or other designated individuals (as applicable) requesting an employee to submit to a drug or alcohol test based on a reasonable suspicion must document in writing the facts constituting reasonable suspicion that the employee in question is using or under the influence of drugs or alcohol.

Employees reasonably believed to be under the influence of drugs or alcohol shall not be permitted to engage in further work. In addition, such employees shall not depart from their assigned workplace without supervision. If it is reasonably suspected that an employee is under the influence of illegal drugs or alcohol, or if it is suspected the employee is being impaired from the use of a legal drug, the District shall arrange for transportation from the assigned workplace to a testing center and/or the employee's residence, as is deemed appropriate.

Any employee who has drugs or alcohol in his or her system that exceed the standards established by the Department of Transportation at the time a drug and alcohol test is performed based upon a reasonable suspicion shall be subject to disciplinary action, up to and including termination.

**B. Department of Transportation and Other Federally Mandated Testing**

The District will institute and comply with any drug and alcohol testing program mandated by state and federal law, including the Drug-free Workplace Act and the U.S. Department of Transportation's testing requirements. These mandates may require employees to undergo additional testing covered by the District's DOT Drug and Alcohol Testing Policy.

**C. Random Drug and Alcohol Testing of Employees in Safety Sensitive Positions**

For those employees in safety sensitive positions, the District may require a blood test, urinalysis, or other drug and/or alcohol test on a random basis. The type of test to be performed shall be determined by the medical facility, laboratory or collection facility conducting the test. Excluded from the random testing under this policy will be those employees who are subject to the DOT testing regulations. The random testing under this policy will be implemented using an independent third-party administrator who will follow a random selection pattern and testing procedures similar to those used under the DOT testing regulations. For more information on those positions that qualify as safety sensitive, please see Appendix D.

**D. Drug Testing in the Event of an Accident**

Employees will be required to undergo alcohol and drug testing if they are involved in an accident with District equipment that results in damage or injury occur, so long as there is reasonable suspicion of possession or intoxication. This includes all employees who are on duty operating the equipment and any others whose performance could have contributed to the accident. This is in order to ensure the safety and health of all District employees.

Following an accident where an employee is to be tested, the employee will be tested as soon as practicable (generally within two (2) hours but not to exceed eight (8) hours). Any employee who leaves the scene of the accident without appropriate authorization prior to submission to a drug and alcohol test will be considered to have refused the test and may be subject to termination of employment.

**E. Procedures Used in All Testing**

1. Prior to any testing, an applicant or employee will be required to sign a consent and release form allowing the District to conduct or order the testing and receive the test results. The signing of a consent and release form is a condition of employment. An employee's refusal to sign a consent and release may be considered insubordination and will subject the

employee to disciplinary action, up to and including termination of employment. An applicant's refusal to sign a consent and release form will result in withdrawal of an offer of employment.

2. The drug or alcohol testing will be conducted in such a manner as to reasonably provide the applicant or employee privacy.
3. The test results will be kept on a need-to-know basis by the District. However, the District reserves the right to submit the test results as evidence in any legal or administrative action, including an action challenging disciplinary action taken by the District against the employee in question. A copy of the test results will be provided to the employee in question upon request.
4. A portion of the biological sample taken in the drug or alcohol test will be provided to the employee or applicant, upon request, so that he or she may have the sample independently analyzed at his or her own expense.
5. Biological samples taken in the drug or alcohol test will not be used for anything other than an analysis for drug or alcohol content.
6. The District shall use specimen collection sites and laboratories certified for drug and alcohol testing by the U. S. Department of Health and Human Services.
7. Testing of current employees will be conducted when the employee is in an on-duty status.
8. If an employee is tested for substance abuse and the test results are positive for drugs and/or alcohol, or if an employee admits to using drugs or alcohol that has affected their job performance, it is left to the General Manager's discretion as to whether the employee shall be immediately terminated from their employment, or if they will be offered the opportunity to participate in a rehabilitation program which may be covered under the District's medical insurance coverage. If the employee is allowed to remain in the employment of the District and they elect to participate in a rehabilitation program, reinstatement to their position will be permitted only if the program was completed and they receive affirmation of their successful completion from the program provider. Before returning to work the employee must submit the results of a new drug and alcohol test which shows an absence of substances for which the test was originally given or any other substance which would be considered illegal, and which would cause impairment. This test will be performed at the same testing facility used by the District or approved in advance by the District. Further, if an employee elects to participate in a rehabilitation program, they may be eligible to use their leave time, or request a leave of absence in order to enter into the program for a period of time to be determined prior to admittance into the program, not to exceed 30 days.

Unless otherwise required by law, an employee will not be guaranteed reinstatement to the position they held at the time they were tested positively for drugs; following the successful completion of a rehabilitation program, reinstatement and the terms and conditions under which reinstatement will occur will be determined on a case-by-case basis, with the final determination made by the District General Manager. The terms and conditions for continued employment or reinstatement shall be contained in a written agreement and at minimum will require the employee to be subject to two (2) random drug and alcohol tests annually for two (2) years from the date of return to work.

Violations of this policy, including an employee's refusal to submit for testing in accordance with 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. They may also wish to discuss these matters with the General Manager to receive assistance or referrals to appropriate resources in the community.

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 (5) days of the conviction.



**Appendix A**

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

<b>VIOLATIONS OF DISTRICT RULES AND REGULATIONS</b>
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.
Dishonesty
Neglect of duty
Incompetence or inefficiency
Misuse of District property
Discourteous treatment of the public or fellow employees

\* This is not an exhaustive list of potential violations of PVCSD rules and regulations.

**Appendix B**

**Pauma Valley Community Services District  
District Policy for Security Personnel**

RE: Uniforms/Equipment

**Effective immediately:** Each Patrol Officer shall have the following while on duty.

- Clean Uniform
- Polished Badge
- Name Tag
- Clean Shoes[ES10][WH11]

**Equipment:**

- Duty Belt
- Chemical Spray
- Handcuffs/keys
- Flashlight

This policy is effective immediately. Failure to comply with District Policy will result in disciplinary action.

**Equipment Subject to inspection at request of the General Manager or Security Supervisor at anytime while the officer is on duty.**

**First Offence:** Verbal and/or Written Warning.

**Second Offence:** 3 Day Suspension without Pay.

**Third Offence:** Supervisory Review/Subject to Termination.

Employee: (print name) \_\_\_\_\_ Signature: \_\_\_\_\_  
Security Supervisor: \_\_\_\_\_  
General Manager: \_\_\_\_\_

## Appendix C

### **Pauma Valley Community Services District Employee Benefits Summary**

#### **HEALTH INSURANCE**

The District currently offers a choice of HMO Gold Plans through California Choice Administrators. The District pays 80% of the premium for health insurance for employees and their dependents. Employees can choose plans annually during the open enrollment period in December or anytime there are major life changing events (i.e. marriage, birth, death). Employees become eligible for this optional benefit the first day of the month following 60 days of employment.

#### **HEALTH REIMBURSEMENT ACCOUNT**

Full time employees will receive an annual Health Reimbursement Account based on their family status. The approved annual amount will commence on January 1 of each year and expire December 31 of each year. The amount is available to all full-time employees after the successful completion of their one hundred and eighty (180) probational period, regardless if health insurance benefits have been elected through the District or not. An employee may use their HRA retroactively to cover qualifying expenses accrued during their probational period. This amount can be used to offset the employee contribution paid each pay period, and/ or receipts for medical services to be reimbursed can be submitted with the completed Request for Reimbursement Form. New hires will receive a prorated amount based on the number of remaining months in the year.

- \$1,250 is provided to an individual.
- \$1,750 is provided to an employee who is married or in a legal partnership.
- \$2,250 is provided to an employee who is married or in a legal partnership with one or more children, or a single parent with one or more children.[ES12][WH13][ES14]

#### **LIFE INSURANCE**

Group Term Life Insurance is provided by Principal Life Insurance Company with a benefit amount of \$50,000 at no cost to the employee. Employees become eligible for this benefit the first day of the month following 90 days of employment for the duration of their employment. Effective 7/1/2022 all new employees must complete the Principal Life Insurance Company Evidence of Insurability Health Questionnaire (EOI). If determined to be ineligible by Principal Life Insurance Company based on the EOI, the Group Term Life Insurance benefit coverage will be \$25,000 at no cost to the employee.

#### **PENSION PLAN**

The District contracts with the California Public Employees Retirement System (CalPERS):

- 3% @ 60 benefit formula for Classic Members – eligible existing members only
- 2% @ 62 benefit formula for PEPRA members – any employee hired after 1/1/2013

#### **SOCIAL SECURITY**

The District participates in the Social Security System. The current employee contribution rate is 6.2%.

### **DEFERRED COMPENSATION**

The district offers an IRS Section 457 Deferred Compensation Plan with CalPERS. The CalPERS 457 is on an individual voluntary basis. Employees are eligible to begin making contributions at any point in their employment and may adjust contribution amounts at any time.

### **HOLIDAYS**

The District observes the following paid holidays. Any employee that works any portion of a shift on the following days shall be paid Double Time for the entire shift worked.

- New Year's Day - January 1
- Martin Luther King Jr. Day – third Monday in January
- Presidents Day - third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veterans' Day – November 11
- Thanksgiving Day - fourth Thursday in November
- Black Friday Day – fourth Friday in November
- Christmas Day - December 25
- One Floating Holiday - to be selected by employee per calendar year

For Administrative Staff and Utility Staff only: If a holiday falls on a Saturday, the preceding Friday will be observed. If any holiday falls on a Sunday, the following Monday will be observed.

### **VACATIONS**

Regular full-time employees accrue vacation hours from date of hire. The annual accumulation is based on completed years of service. Vacation may be taken at any time provided the employee has completed the Vacation Request and submitted to their supervisor for approval or denial.

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)

Employees are permitted to take all or a portion of their vacation each year and to accumulate vacation time up to a maximum of 160 hours. Accumulated hours above 160 will be automatically paid out with payroll. Employees may choose to sell back any unused portion of their vacation accrual. Any employee that has vacation accrual at the time of separation from the District will be paid the balance of the vacation accrual on their final paycheck.

### **SICK LEAVE**

The District offers sick leave accrual of 78 hours per calendar year. Unused sick leave is accumulated from year to

year up to a maximum of 160 hours. This may be used to cover an employee's time off due to illness, injury, attending medical and/ or dental appointments and to care for an immediate family member with any of the aforementioned issues.

### **WORKERS COMPENSATION**

The district is insured with The Zenith for work related injuries. Medical Provider Notices are posted in the District Office for review by any employee.

### **STATE DISABILITY PROGRAM**

Disability Insurance is administered by State of California (SDI) to help protect against wage loss because of a non-occupational illness or injury in which all accrued sick time has been exhausted. More information is available on the EDD website.

### **UNEMPLOYMENT INSURANCE**

Unemployment insurance is payable to employees who have met all of the eligibility requirements of the law. No cost to employee. Please visit the EDD website for more information.

### **USE OF PERSONAL PHONE**

In some cases employees are required to use their personal phone while conducting District business. If this is deemed necessary for your position by the General Manager, a cell phone reimbursement is available in the amount of \$40 per month. If the employee chooses not to use their personal phone a District phone will be issued.

### **ELECTRIC VEHICLE CHARGING**

Employees are permitted to use the electric vehicle charging stations located at the District Office with prior approval from PVCSD management.

### **ADMINISTRATIVE EMPLOYEES ALSO RECEIVE**

*SCHEDULE:* Administrative Employees work five (5) 8-hour shifts per week during the office hours of 8:00 am to 4:00 pm, unless modified by management.

### **UTILITY EMPLOYEES ALSO RECEIVE**

*SAFETY BOOTS:* Utility employees are reimbursed up to a maximum of \$100.00 per calendar year for steel toe safety boots and insoles. Proof of purchase required.

*UNIFORMS:* It is the District's policy that utility employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All utility employees are supplied with tee shirts. Uniform pants and shirts will be reimbursed by the District up to \$150 per calendar year per utility employee with proof of purchase.

*STAND-BY PAY:* Utility Employees assigned stand-by duty shall receive a daily rate of \$10 for weekdays; \$50 for weekends; \$50 for District observed holidays.

*SCHEDULE:* Utility Employees work a 9/80 schedule as follows 7:00 am to 4:00 pm four (4) days a week and have every other Friday off; working Fridays have a schedule of 7:00 am to 3:00 pm, unless modified by management.

**GATE EMPLOYEES ALSO RECEIVE**

*UNIFORMS:* It is the District’s policy that gate employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All gate employees are supplied with shirts, name tag, sweater, jacket and a beanie and/or hat. Uniform articles will be reimbursed by the District up to \$50 per calendar year per gate employee with proof of purchase.

*SHIFT DIFFERENTIAL PAY:* Due to the round the clock nature of this Division the following differentials will be paid on top of the regular pay rate:

- Shift A – 12 midnight to 8 am - \$4.50/ per shift
- Shift B – 8 am to 4 pm - \$0 / per shift
- Shift C – 4 pm to 12 midnight - \$3.50 / per shift

*SCHEDULE:* Gate Employees work five (5) 8-hour shifts per week, unless modified by management.

**SECURITY EMPLOYEES ALSO RECEIVE**

*UNIFORMS:* It is the District’s policy that security employees shall wear complete uniforms during regular working hours and while on duty. Employees are encouraged to appear neat in appearance, especially when dealing with the public. All security employees are supplied with blouses, matching pants, a badge, all weather jacket and a beanie. Uniform boots will be reimbursed by the District up to \$100 per every two (2) calendar years per security employee with proof of purchase. Uniform articles needing to be replaced will be reimbursed up to one hundred dollars (\$100), once per calendar year.

*SHIFT DIFFERENTIAL PAY:* Due to the round the clock nature of this Division the following differentials will be paid on top of the regular pay rate:

- Shift A – 12 midnight to 8 am - \$4.50/ per shift
- Shift B – 8 am to 4 pm - \$0 / per shift
- Shift C – 4 pm to 12 midnight - \$3.50 / per shift

*SCHEDULE:* Security Employees work four (4) 10-hour shifts per week, unless modified by management.

**Appendix D**

**Pauma Valley Community Services District  
Safety Sensitive Positions**

General Manager  
Security Supervisor  
Security Patrol Officers  
Utility Division Supervisor  
Utility Worker I  
Utility Worker II

**Acknowledgement of Receipt of EMPLOYEE HANDBOOK**

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of the Employee Handbook, issued by **Pauma Valley Community Services District** (the District or PVCSD) on \_\_\_\_\_, 20\_\_\_. I have promptly read and fully understand its contents. I agree to observe and abide by the conditions of employment, policies, and rules contained in this Handbook. I understand that this Handbook refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

*I understand and agree that my relationship with the District is “at-will,” which means that my employment is for no definite period and may be terminated by me or by the District at any time and for any reason with or without cause or advance notice.*

I understand that the District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the District. I understand and agree that the terms of my at-will employment may not be modified or superseded except by a written agreement signed by me and the General Manager of the District, and as authorized by the District’s Board of Directors, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the General Manager of the District.

I also acknowledge receipt of the District’s Harassment, Discrimination and Retaliation policy set forth in this Handbook, and I certify that I have read it, understand it, and agree to comply with its terms and conditions.

My signature below certifies that I understand that the foregoing agreement is between the District and me concerning my employment and the circumstances under which my employment may be terminated. I also understand that if I violate the rules, policies, and procedures set forth herein, that I may be subject to discipline, up to and including termination of my employment. This Handbook supersedes all prior agreements, understandings, and representations concerning my employment. I understand that if I have questions regarding the Handbook, I can discuss those with my supervisor or General Manager.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_



**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 23**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Revised Salary Schedule for the Position of "Office Clerk"**

---

**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Approve the revised salary schedule "Exhibit B" via Resolution.
2. Discuss and take other action as appropriate.

**BACKGROUND**

On June 26th, 2023, the Board of Directors approved a new "Office Clerk" position due to organizational changes as the District was separating from the Rancho Pauma Mutual Water Company (RPMWC). This role was created to support the Office Manager in maintaining administrative operations and fulfilling the District's mission.

**DISCUSSION**

The Office Clerk position has played a pivotal role for the management team by maintaining essential duties required at the District office. It has also allowed the District to maintain effective coverage at the office, ensuring business hours are honored and staff availability is always provided to the public. Additionally, it is critical that we maintain key talent and exceptional customer service. Since this position has become available, the pay scale has resulted in difficulty attracting quality employees.

The role is currently filled by a temporary worker from a temp agency, and the Office Manager recommends hiring this individual permanently, with fair compensation in order to retain the employee for the long term. The District Board of Directors will consider the pay scales of similar positions and the "Exhibit B" salary range to ensure retention of essential talent. Supporting documentation is attached to this Board Letter to bolster this recommendation.

I intend to perform the same salary study of all positions within the District so that we may attract and retain the talent of highly effective employees. Additionally, this will assist the District in becoming an employer of choice, similar to our neighboring public agencies such as:

- Yuima Municipal Water District
- Valley Center Municipal Water District
- Rainbow Municipal Water District

Attached to this Board Letter you will find the following documentation:

1. **City of Richmond (CA) Part Time Office Clerk**
  - a. \$17.65 - \$21.42 per hour
2. **Indeed's Average Office Clerk Salary in San Diego, CA**
  - a. \$19.38 per hour
3. **A position on Indeed for Clerical Assistant I**
  - a. \$16.98 - \$20.37 per hour
4. **Downloaded Data for Office Clerk on Transparent California (2022 Data)**
  - a. Average hourly pay from the data shown for this position: \$25.42

Current hourly rate for this position starts at below the San Diego County minimum wage (\$16.00 per hour):

- **\$15.50 - \$18.60.**

The salary recommendation for this position based on the available and attached data:

- **\$17.00 - \$21.00.**

**FISCAL IMPACT**

The fiscal impact for this position increase would be \$4,992 annually, assuming the maximum pay rate of \$21.00 per hour.

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Approve the revised salary schedule “Exhibit B” via Resolution.
2. Discuss and take other action as appropriate.

**Attachments**

1. City of Richmond Pay Reference
2. Indeed Office Clerk Pay Reference
3. Transparent California Pay Reference
4. Resolution and Salary Schedule Exhibit A
5. Resolution and Salary Schedule Exhibit B



## City of Richmond (CA) Office Clerk - Cashier (Part-Time)

<b>SALARY</b>	\$17.65 - \$21.42 Hourly	<b>LOCATION</b>	CA 94804, CA
<b>JOB TYPE</b>	Part Time	<b>JOB NUMBER</b>	2024-1841 PTC
<b>DEPARTMENT</b>	Multiple Departments	<b>OPENING DATE</b>	04/09/2024

### Introduction



[Part-Time/Hourly Seasonal Opportunity](#)

Do you have a talent for organizing things and communicating well with others? Do you want to make a splash in your next job? Look no further than the Aquatics Program of the City of Richmond! We're seeking an **Office Clerk-Cashier** for part-time seasonal positions in the Recreation Department. In this role, you'll perform administrative duties related to aquatic programs and other exciting tasks as required. **Join our team and make waves with us!**

**Please Note:** The vacancy could exist in either the Recreation or Finance departments to assist with special projects.

**Hourly salary for this classification is as high as \$21.42.**

In addition to the salary shown, there is a 4% Cost-of-Living Adjustment effective 01/01/2025.

**Additionally, City-paid benefits include** sick leave in accordance with state law.

### Position Description and Duties

This part-time Office Clerk-Cashier position assists administrative staff with clerical and other office responsibilities as needed and may be assigned to other administrative positions based on staffing needs.

**The City of Richmond is the City of Pride and Purpose, and we value those traits in our employees!**

*The intent of this job specification is to provide a representative summary of the major duties and responsibilities performed by employees in this job. Employees perform job-related tasks other than those specifically presented in this description.*

- Receives and accounts for monies received from swimming class registration, pool usage and equipment rental.
- Conducts sales transactions, operates the cash register and other office equipment.
- Performs record keeping and related clerical duties.
- Provides information and assistance to customers and patrons in person and over the telephone.
- Explains programs, policies and procedures.
- Enforces facility rules and regulations.
- Maintains efficient functioning of office area.
- Controls admittance to the facility.
- Provides security for patrons' personal belongings checked into baggage claim area.
- Administers first aid/CPR.
- Understands and performs customer service to all patrons.



## Minimum Qualifications

### Required Education and Experience

- Fifteen (15) years of age.
- Graduation from or currently enrolled in an educational institution working toward a high school diploma, GED, or equivalent.

### Required Licenses or Certifications

- Positions assigned to aquatics facilities require valid First Aid and CPR certificates.

### COVID-19 Vaccination Requirement:

- The City's policy is that all persons hired on or after October 18, 2021, must be fully vaccinated, including the booster, for COVID-19. New employees will be required to provide proof of complete vaccination or have an approved medical or religious accommodation before employment may commence. If you have any questions regarding this policy, please contact Human Resources.

## Required KSA for Successful Performance of Job Duties

### Knowledge of:

- Office practices and procedures, including filing and the operation of standard office equipment.
- Knowledge of both written and spoken communication skills
- Policies and procedures related to the department to which assigned
- Basic use of 10-key adding machine or cash register
- Basic business data processing principles and the use of word processing or personal computing equipment.

**Ability to:**

- Perform detailed clerical work accurately.
- Organize and maintain office files.
- Maintain accurate records and files.
- Make accurate arithmetic calculations.
- Use initiative and sound independent judgment within established guidelines.
- Establish and maintain effective working relationships with those in the course of work.
- Understand and carry out oral and written directions.
- Communicate effectively with personnel and the public in both routine operations and emergency situations.

**Additional Information****Application and Selection Process**

**To Apply:** Interested individuals must [apply online](#) by fully completing the City of Richmond Employment Application, including answers to supplemental questions. Incomplete applications or those lacking in sufficiently detailed information will be rejected. Resumes or prior applications will not be accepted in lieu of a thoroughly completed application. All communication regarding this recruitment will be via email. Each applicant must apply with a monitored email address.

**Qualifying Phase:** All completed applications will be evaluated based on job-related qualifications criteria, which could include desirable qualifications and the specific needs of the hiring department(s). Candidates may be screened for better qualified.

**Selection Process:** The applications of those candidates who meet the minimum qualifications will be submitted to the Departments' hiring manager for further consideration. The better-qualified candidates may be invited to continue in the selection process, which will include an interview. Applications will remain on file for six (6) months.

**About the City of Richmond**

The City of Richmond lies on the eastern shore of San Francisco Bay, five miles north of Berkeley and seven miles northeast across the Bay from downtown San Francisco. A hub of multimodal transportation, many of our residents and businesses are located in Richmond because of its central location and easy access to the Amtrak/Capitol Corridor, BART, AC Transit, the ferry, and two freeways (I-80 & I-580). Residents, visitors, and employees enjoy Richmond's numerous recreational opportunities, which include 32 miles of shoreline and over 3,000 acres of shoreline parks, more segments of the Bay Trail completed than any other city, several recreational boat harbors and yacht clubs, and thousands of acres of contiguous inland regional parks and open space. The City has substantial economic resources but is still affordable compared to other Bay Area cities. Our community is welcoming, diverse, and actively engaged.

**Richmond is truly the City of Pride and Purpose!**

**Immigration Reform Control Act**

In compliance with the Immigration Reform Control Act of 1986, individuals offered employment by the City of Richmond will be required to show documentation of eligibility to work in the United States as a condition of employment.

### **Non-Discrimination Policy**

The City's policy prohibits discrimination against any applicant on the basis of race, color, age, physical or mental disability, religion, creed, sex, sexual orientation, or national origin.

### **Disaster Service Workers**

California Government Code Title I, Sections 3100 - 3109, declare all public employees to be Disaster Service Workers subject to such disaster service activities as may be assigned to them by their superiors or by law. More information can be found [here](#).

EEO/ADA/DRUG-FREE WORKPLACE

WEBSITE: [www.ci.richmond.ca.us](http://www.ci.richmond.ca.us)

Analyst: N. Williams

04/2024

---

#### **Agency**

City of Richmond (CA)

#### **Address**

450 Civic Center Plaza, Suite 310

#### **Phone**

510-620-6602

Richmond, California, 94804-1630

#### **Website**

<https://www.ci.richmond.ca.us>

## **Office Clerk - Cashier (Part-Time) Supplemental Questionnaire**

### **\*QUESTION 1**

I certify that all information provided in my application and this Supplemental Questionnaire is true to the best of my knowledge and I understand that an incomplete application or false information will lead to disqualification from the selection process.

- Yes  
 No

### **\*QUESTION 2**

**Are you over the age of 18?**

- Yes  
 No

### **\*QUESTION 3**

**If you answered "no" to question #2, do you have a valid work permit?**

- Yes  
 No

### **\*QUESTION 4**

**What is the highest level of education that you have completed?**

- High School graduate or equivalent.
- Attended college (no degree)
- Associates Degree
- Bachelor's Degree
- Master's Degree or higher
- Currently enrolled in an educational institution working toward a high school diploma, GED or equivalent
- Not Applicable

**\*QUESTION 5**

**How many years of experience do you have in clerical work, record-keeping, cash handling, and customer service?**

- 0 to less than 1 year
- 1 year to less than 2 years
- 2 years to less than 3 years
- 3 years or more

**\*QUESTION 6**

**What type of Red Cross Certificate(s) do you hold? (List the expiration date of each Certificate)**

**\*QUESTION 7**

**What are your hobbies or special recreational interests? Please list.**

**\*QUESTION 8**

**Describe any experience in the recreation of group work (paid or volunteer) not included on the Application or any leadership opportunity not already listed that you believe is relevant to this application. (Please state activity, location, and how long)**

**\*QUESTION 9**

**Please indicate your availability by selecting all the days and times of the week you can work.**

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday
- Mornings
- Afternoons (3:00 pm - 6:00 pm)
- Evenings

**\*QUESTION 10**

**Please list any languages other than English in which you are fluent. Otherwise, please answer "N/A". (Bilingual skills are preferred but not required.)**

**\*QUESTION 11**

**Please list three (3) professional references, excluding any relatives.**

\* Required Question





Sign in



What Job title, keywords, or com

Where San Diego, CA

Find Jobs

# Clerical Assistant I

City of San Diego · 4.0 ★

1222 1st Avenue, San Diego, CA 92101

\$35,318.40 - \$42,369.60 a year

## City of San Diego



★★★★☆ 224 reviews

[Read what people are saying about working here.](#)

You must create an Indeed account before continuing to the company website to apply

Apply now



## Profile insights

Find out how your skills align with the job description

### Licenses

Do you have a valid **Non-CDL Class C** license?

Yes

No

### Skills

Do you have experience in **Typing**?

Yes

No

### Education

Do you have a **High school diploma or GED**?

Yes

No

## Location

1222 1st Avenue, San Diego, CA 92101

## Full job description

### JOB INFORMATION

**See NOTE(S) below for future wage increases and/or additional compensation opportunities.**

Clerical Assistant I positions work in a variety of City of San Diego departments and perform routine clerical work according to specific instructions; answer and route telephone calls; provide routine information to the public; type forms, reports and correspondence from rough drafts; distribute mail, office supplies, books and other materials; sort, index, alphabetize and file cards, letters, or documents; and perform other duties as assigned.

### NOTES:

- Employees in job classifications represented by Municipal Employees Association (MEA) are scheduled to receive the following general wage increases:  
  
4% effective 7/1/24  
2% effective 1/1/25  
5% effective 7/1/25
- Eligible benefitted employees originally hired on or after July 10, 2021, will be automatically enrolled in the San Diego City Employees Retirement System (SDCERS).
- The ability to type at a corrected speed of 30 or 50 words per minute on a computer keyboard may be required for some positions

### MINIMUM REQUIREMENTS

You must meet the following requirements on the date you apply, unless otherwise indicated.

AGE: 18 years of age or older; except for high school graduates (or persons with GED equivalency) who are 17.

### NOTES:

- Applicants less than age 18 must obtain a work permit prior to starting work.
- Work permits are obtained through the school system.
- Applicants who are age 17 and are high school graduates, or have passed the California High School Proficiency Exam (CHSPE) or General Education Development (GED) examination, are not required to have a work permit.

CITIZENSHIP: You must be a United States citizen or have the current legal right to work in the United States.

LICENSE: A valid California Class C Driver License may be required at the time of hire.

### SCREENING PROCESS

Please ensure all information is complete and accurate as the responses you provide on the supplemental questions will be reviewed using an automated evaluation system. If you are successful in this initial screening process, your application will be reviewed for applicable education, experience, and/or training to ensure all minimum requirements have been met. Successful candidates will be placed on a list which will be used to fill position vacancies during the next six months (180 days). For each vacancy, only those candidates with the most appropriate qualifications will be contacted by the hiring department for an interview.

### SUPPLEMENTAL INFORMATION

PRE-EMPLOYMENT REQUIREMENTS: Employment offers are conditional pending the results of all screening processes applicable to this position, which may include the following: confirmation of citizenship or legal right to work in the United States; completion of a pre-employment medical review and exam (which may include drug and alcohol testing); reference checks; and fingerprinting. Fingerprints will be submitted to the Federal Bureau of Investigation and the California Department of Justice for a conviction record report. Certain positions may require additional screening processes, including a polygraph examination and/or background investigation. All screening processes must be successfully completed before employment begins. A positive test result for alcohol, cannabis/marijuana, illegal drugs, or inadequately explained prescription drugs, or misrepresentation, falsification, or omission of pertinent facts in any step of the screening or selection process, may constitute cause for disqualification or termination of employment. Nothing in this job posting constitutes an express or implied contract for employment with the City of San Diego. Candidates must notify the Personnel Department of any change in their name, mailing address, email address, or phone number, otherwise they may miss employment opportunities.

Rev. 3 - July 3, 2023 (Pay Note Added)


## Report job

[Clerical Assistant jobs in San Diego, CA](#)

[Jobs at City of San Diego in San Diego, CA](#)

[Clerical Assistant salaries in San Diego, CA](#)

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## Build a career you'll love

Office clerk

San Diego, CA

Overview

**Salaries**

Skills

Jobs

Questions



[Home](#) [Career Explorer](#) [Office Clerk](#) [Salaries](#)

## Office clerk salary in San Diego, CA

How much does an Office Clerk make in San Diego, CA?

Average base salary

# \$19.38

Per hour



**same** as national average

**Average** \$19.38

**Low** \$17.01

**High** \$22.07



Non-cash benefit

**401(k)**

[View more benefits](#)

The average salary for a office clerk is \$19.38 per hour in San Diego, CA. 55 salaries reported, updated at March 31, 2024

Is this useful?



Maybe



## Top companies for Office Clerks in San Diego, CA

**Boys & Girls Clubs of the Peninsula**



4.2 ★ \$24.25 per hour

[16 reviews](#) [23 salaries reported](#)

**SCA Health**



2.9 ★ \$20.94 per hour

[360 reviews](#) [6 salaries reported](#)

**US Got People**



3.6 ★ \$18.83 per hour

[78 reviews](#) [5 salaries reported](#)

**Administrative Resource Options**



4.0 ★ \$18.49 per hour

[123 reviews](#) [7 salaries reported](#)



**Cal Micro Recycling**

**\$18.00** per hour >

3.0 ★ [25 reviews](#) [6 salaries reported](#)

[Show more companies](#) ▾

Is this useful?   Maybe

## Highest paying cities for Office Clerks near San Diego, CA

**San Francisco, CA**

\$23.02 per hour



19 salaries reported

**Fremont, CA**

\$22.47 per hour



35 salaries reported

**Oakland, CA**

\$20.81 per hour



7 salaries reported

**Los Angeles, CA**

\$20.40 per hour

79 salaries reported



**Santa Ana, CA**

\$20.25 per hour

16 salaries reported



[Show more nearby cities](#) ▾

Is this useful?



Maybe



### Where can an Office Clerk earn more?

Compare salaries for Office Clerks in different locations

Enter a location

San Diego, CA

vs

Enter a location

Enter a location

Compare

[Explore Office Clerk openings](#)

Is this useful?



Maybe

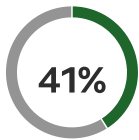


### Most common benefits for Office Clerks

- 401(k)
- 401(k) matching

- Dental insurance
- Disability insurance
- Employee assistance program
- Employee discount
- Flexible spending account
- Health insurance
- Life insurance
- Paid time off
- Vision insurance

Is this useful?  Maybe



**Salary satisfaction**  
Based on 3,746 ratings

41% of Office Clerks in the United States think their salaries are enough for the cost of living in their area.

Is this useful?  Maybe

### How much do similar professions get paid in San Diego, CA?

**Clerk**  
100 job openings  
**Average \$20.44 per hour**

**Administrative C**  
100 job openings  
**Average \$23.43 |**




Is this useful?  Maybe

**Was this page helpful?**

Not helpful

Slightly helpful



-  Helpful
-  Fairly helpful
-  Very helpful



**Roles and responsibilities**  
Is this career a good fit for you?



**What's your next step?**  
Get targeted career advice for your role



**Find your next role**  
Search by location, salary and ratings



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## 'Office Clerk Ii' search results

96 employee records found – Page 1 of 2

*Sponsor this agency:*

Sponsor

*Search within these records:*

Office Clerk Ii

2022

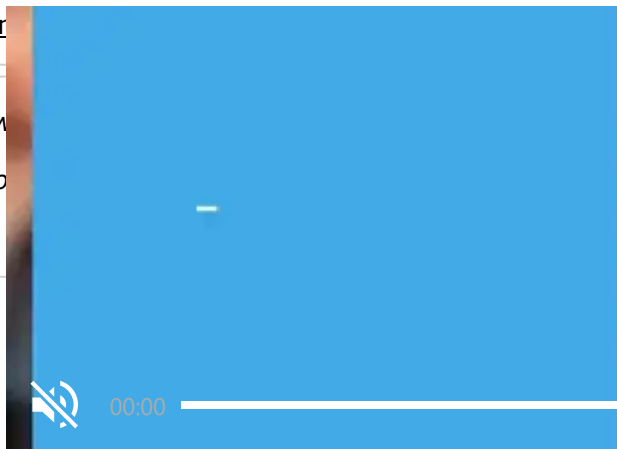


Search

[Download](#)

*This data was*

*Yo*



<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Maria C. Calderon</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$82,308.00	\$2,152.71	\$1,643.51	\$86,104.22	\$29,624.45	\$115,728.67
<u>Mayra Nunez</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$66,654.00	\$0.00	\$0.00	\$66,654.00	\$45,311.00	\$111,965.00
<u>Jodee A Acosta</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$65,033.00	\$0.00	\$0.00	\$65,033.00	\$44,423.00	\$109,456.00
<u>Lorena Aguilar</u>	<u>Central</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$65,033.00	\$0.00	\$0.00	\$65,033.00	\$44,423.00	\$109,456.00
<u>Lori L Piper</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$63,421.00	\$0.00	\$0.00	\$63,421.00	\$44,038.00	\$107,459.00

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<b>Name</b>	<b>Job title</b>	<b>Regular pay.</b>	<b>Overtime pay</b>	<b>Other pay.</b>	<b>Total pay.</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Blanca Graciela Davila</u>	<u>School Office Clerk</u> <u>Ii</u> <u>Garden Grove Unified, 2022</u>	\$63,083.00	\$0.00	\$0.00	\$63,083.00	\$43,448.00	\$106,531.00
<u>Maria Esther Gonzalez</u>	<u>School Office Clerk</u> <u>Ii</u> <u>Garden Grove Unified, 2022</u>	\$63,040.00	\$0.00	\$0.00	\$63,040.00	\$43,438.00	\$106,478.00
<u>Rocio Lopez</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte Union High, 2022</u>	\$61,854.08	\$0.00	\$6,647.68	\$68,501.76	\$37,113.35	\$105,615.11
<u>Christina Mae Parra</u>	<u>Central Office Clerk</u> <u>Ii</u> <u>Garden Grove Unified, 2022</u>	\$60,381.00	\$0.00	\$0.00	\$60,381.00	\$42,811.00	\$103,192.00
<u>Teresa Frias</u>	<u>School Office Clerk</u> <u>Ii</u> <u>Garden Grove Unified, 2022</u>	\$59,182.00	\$0.00	\$740.00	\$59,922.00	\$43,003.00	\$102,925.00
<u>Lorena Casillas</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte Union High, 2022</u>	\$62,003.00	\$0.00	\$1,230.00	\$63,233.00	\$37,152.37	\$100,385.37

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Claudia G. Anaya</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$61,993.00	\$0.00	\$1,230.00	\$63,223.00	\$36,284.37	\$99,507.37
<u>Elizabeth A Flickinger</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Attendance</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$55,796.00	\$0.00	\$962.00	\$56,758.00	\$42,170.00	\$98,928.00
<u>Athena P Mantas</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$55,278.00	\$0.00	\$987.00	\$56,265.00	\$42,554.00	\$98,819.00
<u>Tanya Christine Fisk</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$55,278.00	\$0.00	\$987.00	\$56,265.00	\$41,554.00	\$97,819.00
<u>Virginia H Gonzalez</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,934.00	\$0.00	\$962.00	\$54,896.00	\$41,733.00	\$96,629.00

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Diane M Smith</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,934.00	\$0.00	\$962.00	\$54,896.00	\$41,733.00	\$96,629.00
<u>Paula Gonzalez</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Attendance</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$57,648.00	\$0.00	\$744.00	\$58,392.00	\$37,780.00	\$96,172.00
<u>Elva C Villalobos</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,975.00	\$0.00	\$950.00	\$54,925.00	\$41,243.00	\$96,168.00
<u>Paula Michelle Honda</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,934.00	\$0.00	\$962.00	\$54,896.00	\$41,233.00	\$96,129.00
<u>Stacy Michelle Gardner</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$52,277.00	\$0.00	\$1,827.00	\$54,104.00	\$41,841.00	\$95,945.00

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Priscilla Rodriguez</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,095.00	\$0.00	\$938.00	\$54,033.00	\$41,778.00	\$95,811.00
<u>Linda C Lee</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Attendance</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,095.00	\$0.00	\$938.00	\$54,033.00	\$41,528.00	\$95,561.00
<u>Emma Jimenez</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Attendance</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$52,157.00	\$90.00	\$938.00	\$53,185.00	\$41,813.00	\$94,998.00
<u>Doris S Morgan</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$53,018.00	\$0.00	\$438.00	\$53,456.00	\$41,532.00	\$94,988.00
<u>Natalie A Grace</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$52,802.00	\$0.00	\$927.00	\$53,729.00	\$40,961.00	\$94,690.00
<u>Martha A. Guerrero</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$58,526.80	\$0.00	\$1,135.40	\$59,662.20	\$34,867.91	\$94,530.11

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Theresa L Perez</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$52,615.00	\$0.00	\$938.00	\$53,553.00	\$40,918.00	\$94,471.00
<u>Fathima Naadiya Salihue</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$50,654.00	\$1,820.00	\$893.00	\$53,367.00	\$40,459.00	\$93,826.00
<u>Tara Lynn Miller</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Attendance</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$51,778.00	\$0.00	\$438.00	\$52,216.00	\$41,483.00	\$93,699.00
<u>Tracy Lynn Hinojosa</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$51,475.00	\$0.00	\$962.00	\$52,437.00	\$41,114.00	\$93,551.00
<u>Nora Sandoval Homeres</u>	<u>School</u> <u>Office Clerk</u> <u>Ii</u> <u>Garden Grove</u> <u>Unified, 2022</u>	\$51,661.00	\$0.00	\$916.00	\$52,577.00	\$40,696.00	\$93,273.00

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Yesenia Ordorica</u>	<u>School Office Clerk Ii Garden Grove Unified, 2022</u>	\$50,174.00	\$0.00	\$1,578.00	\$51,752.00	\$41,343.00	\$93,095.00
<u>Linda Maricela Ramos</u>	<u>School Office Clerk Ii Garden Grove Unified, 2022</u>	\$50,948.00	\$68.00	\$666.00	\$51,682.00	\$40,513.00	\$92,195.00
<u>Edgar Carreon</u>	<u>Office Clerk Ii El Monte Union High, 2022</u>	\$56,193.00	\$0.00	\$1,115.00	\$57,308.00	\$34,867.91	\$92,175.91
<u>Evangelina Sears</u>	<u>Central Office Clerk Ii Garden Grove Unified, 2022</u>	\$53,882.00	\$0.00	\$707.00	\$54,589.00	\$36,528.00	\$91,117.00
<u>Christine Ann Emde</u>	<u>School Office Clerk Ii Garden Grove Unified, 2022</u>	\$50,076.00	\$0.00	\$666.00	\$50,742.00	\$40,313.00	\$91,055.00

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Karina Garcia</u>	<u>School Office Clerk Ii Garden Grove Unified, 2022</u>	\$50,575.00	\$0.00	\$0.00	\$50,575.00	\$40,431.00	\$91,006.00
<u>Lydia Moya</u>	<u>Office Clerk Ii El Monte Union High, 2022</u>	\$53,099.82	\$0.00	\$972.65	\$54,072.47	\$34,914.85	\$88,987.32
<u>Elsa Cecilia Ortega</u>	<u>Office Clerk Ii El Monte Union High, 2022</u>	\$52,287.00	\$0.00	\$1,520.00	\$53,807.00	\$34,785.19	\$88,592.19
<u>Carmen B. Castillo</u>	<u>Office Clerk Ii El Monte Union High, 2022</u>	\$62,004.00	\$670.73	\$1,230.00	\$63,904.73	\$24,590.27	\$88,495.00
<u>Arlene Carmen Oyola</u>	<u>Office Clerk Ii El Monte Union High, 2022</u>	\$62,004.00	\$0.00	\$1,230.00	\$63,234.00	\$24,590.27	\$87,824.27
<u>Monique Paulina Addcox</u>	<u>Dist Office Clerk Ii-Conf East Whittier City Elementary, 2022</u>	\$53,704.00	\$580.71	\$846.00	\$55,130.71	\$32,559.68	\$87,690.39

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<b>Name</b>	<b>Job title</b>	<b>Regular pay</b>	<b>Overtime pay</b>	<b>Other pay</b>	<b>Total pay</b>	<b>Benefits</b>	<b>Total pay &amp; benefits</b>
<u>Maria C. Muse</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$62,004.00	\$0.00	\$1,230.00	\$63,234.00	\$24,160.27	\$87,394.27
<u>Theresa Recendez</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$62,004.00	\$0.00	\$1,230.00	\$63,234.00	\$24,160.27	\$87,394.27
<u>Jenny My Quynh Cao</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$47,487.94	\$0.00	\$4,776.94	\$52,264.88	\$33,545.79	\$85,810.67
<u>Silvia Perez</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$53,737.16	\$0.00	\$992.84	\$54,730.00	\$30,562.13	\$85,292.13
<u>Emily Vite</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$51,465.82	\$0.00	\$5,065.20	\$56,531.02	\$27,480.27	\$84,011.29

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<b><u>Name</u></b>	<b><u>Job title</u></b>	<b><u>Regular pay.</u></b>	<b><u>Overtime pay</u></b>	<b><u>Other pay</u></b>	<b><u>Total pay.</u></b>	<b><u>Benefits</u></b>	<b><u>Total pay &amp; benefits</u></b>
<u>Leslie Rubio Larrinaga</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$56,193.00	\$0.00	\$1,115.00	\$57,308.00	\$22,743.81	\$80,051.81
<u>Maria G. Yanez</u>	<u>Office Clerk</u> <u>Ii</u> <u>El Monte</u> <u>Union High,</u> <u>2022</u>	\$53,100.82	\$0.00	\$2,972.65	\$56,073.47	\$21,922.75	\$77,996.22

« Previous
Next »



Employee Name Job Title	Base Pay	Overtime Pay	Other Pay	Benefits	Total Pay & Year	Notes	Agency	Status
Maria C. Ca Office Clerk li	<b>82308</b>	2152.71	1643.51	29624.45	115728.7	2022 None	El Monte Union High	
Mayra Nune School Office Clerk li	<b>66654</b>	0	0	45311	111965	2022 None	Garden Grove Unified	
Jodee A Acc School Office Clerk li	<b>65033</b>	0	0	44423	109456	2022 None	Garden Grove Unified	
Lorena Agu Central Office Clerk li	<b>65033</b>	0	0	44423	109456	2022 None	Garden Grove Unified	
Lori L Piper School Office Clerk li	<b>63421</b>	0	0	44038	107459	2022 None	Garden Grove Unified	
Blanca Gra School Office Clerk li	<b>63083</b>	0	0	43448	106531	2022 None	Garden Grove Unified	
Maria Esthe School Office Clerk li	<b>63040</b>	0	0	43438	106478	2022 None	Garden Grove Unified	
Rocio Lope Office Clerk li	<b>61854.08</b>	0	6647.68	37113.35	105615.1	2022 None	El Monte Union High	
Christina M Central Office Clerk li	<b>60381</b>	0	0	42811	103192	2022 None	Garden Grove Unified	
Teresa Fria School Office Clerk li	<b>59182</b>	0	740	43003	102925	2022 None	Garden Grove Unified	
Lorena Cas Office Clerk li	<b>62003</b>	0	1230	37152.37	100385.4	2022 None	El Monte Union High	
Claudia G. Office Clerk li	<b>61993</b>	0	1230	36284.37	99507.37	2022 None	El Monte Union High	
Elizabeth A School Office Clerk li Attendance	<b>55796</b>	0	962	42170	98928	2022 None	Garden Grove Unified	
Athena P M School Office Clerk li	<b>55278</b>	0	987	42554	98819	2022 None	Garden Grove Unified	
Tanya Chris School Office Clerk li	<b>55278</b>	0	987	41554	97819	2022 None	Garden Grove Unified	
Virginia H G School Office Clerk li	<b>53934</b>	0	962	41733	96629	2022 None	Garden Grove Unified	
Diane M Sr School Office Clerk li	<b>53934</b>	0	962	41733	96629	2022 None	Garden Grove Unified	
Paula Gonz School Office Clerk li Attendance	<b>57648</b>	0	744	37780	96172	2022 None	Garden Grove Unified	
Elva C Villa School Office Clerk li	<b>53975</b>	0	950	41243	96168	2022 None	Garden Grove Unified	
Paula Mich School Office Clerk li	<b>53934</b>	0	962	41233	96129	2022 None	Garden Grove Unified	
Stacy Mich School Office Clerk li	<b>52277</b>	0	1827	41841	95945	2022 None	Garden Grove Unified	
Priscilla Ro School Office Clerk li	<b>53095</b>	0	938	41778	95811	2022 None	Garden Grove Unified	
Linda C Lee School Office Clerk li Attendance	<b>53095</b>	0	938	41528	95561	2022 None	Garden Grove Unified	
Emma Jime School Office Clerk li Attendance	<b>52157</b>	90	938	41813	94998	2022 None	Garden Grove Unified	
Doris S Mor School Office Clerk li	<b>53018</b>	0	438	41532	94988	2022 None	Garden Grove Unified	
Natalie A G School Office Clerk li	<b>52802</b>	0	927	40961	94690	2022 None	Garden Grove Unified	
Martha A. G Office Clerk li	<b>58526.8</b>	0	1135.4	34867.91	94530.11	2022 None	El Monte Union High	
Theresa L P School Office Clerk li	<b>52615</b>	0	938	40918	94471	2022 None	Garden Grove Unified	
Fathima Na School Office Clerk li	<b>50654</b>	1820	893	40459	93826	2022 None	Garden Grove Unified	
Tara Lynn M School Office Clerk li Attendance	<b>51778</b>	0	438	41483	93699	2022 None	Garden Grove Unified	
Tracy Lynn School Office Clerk li	<b>51475</b>	0	962	41114	93551	2022 None	Garden Grove Unified	
Nora Sandc School Office Clerk li	<b>51661</b>	0	916	40696	93273	2022 None	Garden Grove Unified	

Yesenia Or School Office Clerk li	<b>50174</b>	0	1578	41343	93095	2022	None	Garden Grove Unified
Linda Maric School Office Clerk li	<b>50948</b>	68	666	40513	92195	2022	None	Garden Grove Unified
Edgar Carr Office Clerk li	<b>56193</b>	0	1115	34867.91	92175.91	2022	None	El Monte Union High
Evangelina Central Office Clerk li	<b>53882</b>	0	707	36528	91117	2022	None	Garden Grove Unified
Christine Al School Office Clerk li	<b>50076</b>	0	666	40313	91055	2022	None	Garden Grove Unified
Karina Garc School Office Clerk li	<b>50575</b>	0	0	40431	91006	2022	None	Garden Grove Unified
Lydia Moya Office Clerk li	<b>53099.82</b>	0	972.65	34914.85	88987.32	2022	None	El Monte Union High
Elsa Cecilia Office Clerk li	<b>52287</b>	0	1520	34785.19	88592.19	2022	None	El Monte Union High
Carmen B. Office Clerk li	<b>62004</b>	670.73	1230	24590.27	88495	2022	None	El Monte Union High
Arlene Carr Office Clerk li	<b>62004</b>	0	1230	24590.27	87824.27	2022	None	El Monte Union High
Monique Pa Dist Office Clerk li-Conf	<b>53704</b>	580.71	846	32559.68	87690.39	2022	None	East Whittier City Elementary
Maria C. M Office Clerk li	<b>62004</b>	0	1230	24160.27	87394.27	2022	None	El Monte Union High
Theresa Re Office Clerk li	<b>62004</b>	0	1230	24160.27	87394.27	2022	None	El Monte Union High
Jenny My Q Office Clerk li	<b>47487.94</b>	0	4776.94	33545.79	85810.67	2022	None	El Monte Union High
Silvia Perez Office Clerk li	<b>53737.16</b>	0	992.84	30562.13	85292.13	2022	None	El Monte Union High
Emily Vite Office Clerk li	<b>51465.82</b>	0	5065.2	27480.27	84011.29	2022	None	El Monte Union High
Leslie Rubi Office Clerk li	<b>56193</b>	0	1115	22743.81	80051.81	2022	None	El Monte Union High
Maria G. Ya Office Clerk li	<b>53100.82</b>	0	2972.65	21922.75	77996.22	2022	None	El Monte Union High
Lydia Arella Office Clerk li	<b>54293.22</b>	0	972.65	22225.26	77491.13	2022	None	El Monte Union High
Geri G. And Office Clerk li	<b>53097.82</b>	0	1972.65	21922.75	76993.22	2022	None	El Monte Union High
Linh Hue Ly Office Clerk li	<b>53592</b>	0	1065	22109.02	76766.02	2022	None	El Monte Union High
Edith Orteg Office Clerk li	<b>39387.13</b>	0	7240.71	29172.15	75799.99	2022	None	Westmorland Union Elementary
Jones Lori District Office Clerk li	<b>48080</b>	0	3981	21041	73102	2022	None	Galt Joint Union Elementary
Janette Zan District Office Clerk li	<b>40889.51</b>	0	2133.02	28428.06	71450.59	2022	None	East Whittier City Elementary
Kathleen Ar Dist Office Clerk li-Conf	<b>52785.82</b>	0	3337.92	14962.27	71086.01	2022	None	East Whittier City Elementary
Gabriel Mis Office Clerk li	<b>47641.84</b>	0	2263.09	20640.82	70545.75	2022	None	El Monte Union High
Padilla Sus District Office Clerk li	<b>50330</b>	0	5408	14439	70177	2022	None	Galt Joint Union Elementary
Maria Gutie Confidential Office Clerk li	<b>41211</b>	18	11074	4316	68593.93	2022	None	Santa Mari FT
Giordano Je District Office Clerk li	<b>45708</b>	0	2879	19808	68395	2022	None	Galt Joint Union Elementary
Jazmin Qui Central Office Clerk li	<b>40204</b>	0	157	26259	66620	2022	None	Garden Grove Unified
Diana Flore Office Clerk li	<b>44086.67</b>	0	965	19744.25	64795.92	2022	None	El Monte Union High
Maria Guad District Office Clerk li	<b>32017.75</b>	0	1433.25	31069.49	64520.49	2022	None	East Whittier City Elementary
Luz Maria C Office Clerk li	<b>38708.44</b>	0	601.56	24385.87	63695.87	2022	None	El Monte Union High

Lisa Jo Lopez School Office Clerk li Attendance	<b>24459</b>	0	4481	34411	63351	2022 None	Garden Grove Unified
Amy E Para School Office Clerk li Attendance	<b>48356</b>	1334	0	11736	61426	2022 None	Garden Grove Unified
Ayumi Hatfi School Office Clerk li	<b>48977</b>	32	417	11899	61325	2022 None	Garden Grove Unified
Victor M. Pi Office Clerk li	<b>47433.6</b>	0	546.71	11606.63	59586.94	2022 None	El Monte Union High
Pamela Anç Office Clerk li	<b>42151</b>	76	2315	12041	56583	2022 None	Murrieta Valley Unified
Cindy E Sei School Office Clerk li	<b>32777</b>	0	1076	21940	55793	2022 None	Garden Grove Unified

Note: Downloaded search results generated on April 10th 2024 12:52 are limited to the first 1000 results.

AVERAGE BASE SALARY: **52873.83**  
AVERAGE HOURLY PAY: **\$25.42**

**RESOLUTION NO. 118**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
ADOPTING THE REVISED SALARY SCHEDULE FOR EMPLOYEES**

WHEREAS, the Public Employees' Retirement Law ("PERL"), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations ("CCR") require employee pay rates to be paid pursuant to a publicly available pay schedule; and

WHEREAS, Government Code Section 20636 defines compensation earnable for "Classic" members and Government Code Section 7522.34 defines pensionable compensation for "New" PEPRA members employed by the District; and

WHEREAS, the California Public Employees Retirement System ("CalPERS") adopted the California Code of Regulations, Title 2, Section 570.5; and

WHEREAS the adoption and approval of the pay schedule will ensure proper documentation of base salaries for retirement purposes; and

WHEREAS the Regulations require that the pay schedule be made public without reference to another document in lieu of disclosing the pay rate; and

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors to approve and adopt all pay schedules.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pauma Valley Community Services District, a public agency in the County of San Diego, California, that the Salary Schedule attached in Exhibit A is approved and adopted.

PASSED AND ADOPTED BY the Board of Directors of the Pauma Valley Community Services District, Pauma Valley, California, held on the 15th day of April 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Roland Skumawitz, President

ATTEST:

---

Eric Steinlicht  
General Manager



**Exhibit A**

**Pauma Valley Community Services District**

Pay Range Salary Schedule - Effective July 1, 2023-(Revised April 15, 2024)

<b>Job Title</b>	<b>hourly min</b>	<b>PVCSD</b>	<b>hourly max</b>	<b>annual min</b>	<b>PVCSD</b>	<b>annual max</b>
General Manager (FLSA Exempt)		-----		\$115,000	-----	\$185,000
Office Manager (FLSA Exempt)		-----		\$52,000	-----	\$85,000
Water Quality Data Tech & Compliance Admin. (30 hr/wk max)	\$23.00	-----	\$30.50	\$35,880	-----	\$47,580
Administrative Assistant	\$24.04	-----	\$30.50	\$50,003	-----	\$63,440
Office Clerk	\$16.00		\$18.60	\$33,280	-----	\$38,688
Utility Department Supervisor	\$29.71	-----	\$37.92	\$61,797	-----	\$78,874
Water/Wastewater Worker II	\$24.44	-----	\$31.20	\$50,835	-----	\$64,896
Water/Wastewater Worker I	\$19.15	-----	\$24.44	\$39,832	-----	\$50,835
Security Department Supervisor	\$23.92	-----	\$31.50	\$49,754	-----	\$65,520
Patrol Officer	\$19.00	-----	\$22.00	\$39,520	-----	\$45,760
Gate Attendant Supervisor	\$17.85	-----	\$22.79	\$37,128	-----	\$47,403
Gate Attendant	\$16.00	-----	\$18.74	\$33,280	-----	\$38,979

**RESOLUTION NO. 118**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
ADOPTING THE REVISED SALARY SCHEDULE FOR EMPLOYEES**

WHEREAS, the Public Employees' Retirement Law ("PERL"), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations ("CCR") require employee pay rates to be paid pursuant to a publicly available pay schedule; and

WHEREAS, Government Code Section 20636 defines compensation earnable for "Classic" members and Government Code Section 7522.34 defines pensionable compensation for "New" PEPRA members employed by the District; and

WHEREAS, the California Public Employees Retirement System ("CalPERS") adopted the California Code of Regulations, Title 2, Section 570.5; and

WHEREAS the adoption and approval of the pay schedule will ensure proper documentation of base salaries for retirement purposes; and

WHEREAS the Regulations require that the pay schedule be made public without reference to another document in lieu of disclosing the pay rate; and

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors to approve and adopt all pay schedules.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Pauma Valley Community Services District, a public agency in the County of San Diego, California, that the Salary Schedule attached in Exhibit B is approved and adopted.

PASSED AND ADOPTED BY the Board of Directors of the Pauma Valley Community Services District, Pauma Valley, California, held on the 15th day of April 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Roland Skumawitz, President

ATTEST:

---

Eric Steinlicht  
General Manager

**Exhibit B**

**Pauma Valley Community Services District**

Pay Range Salary Schedule - Effective July 1, 2023-(Revised April 15, 2024)

<b>Job Title</b>	<b>hourly min</b>	<b>PVCSD</b>	<b>hourly max</b>	<b>annual min</b>	<b>PVCSD</b>	<b>annual max</b>
General Manager (FLSA Exempt)		-----		\$115,000	-----	\$185,000
Office Manager (FLSA Exempt)		-----		\$52,000	-----	\$85,000
Water Quality Data Tech & Compliance Admin. (30 hr/wk max)	\$23.00	-----	\$30.50	\$35,880	-----	\$47,580
Administrative Assistant	\$24.04	-----	\$30.50	\$50,003	-----	\$63,440
Office Clerk	\$17.00		\$21.00	\$35,360	-----	\$43,680
Utility Department Supervisor	\$29.71	-----	\$37.92	\$61,797	-----	\$78,874
Water/Wastewater Worker II	\$24.44	-----	\$31.20	\$50,835	-----	\$64,896
Water/Wastewater Worker I	\$19.15	-----	\$24.44	\$39,832	-----	\$50,835
Security Department Supervisor	\$23.92	-----	\$31.50	\$49,754	-----	\$65,520
Patrol Officer	\$19.00	-----	\$22.00	\$39,520	-----	\$45,760
Gate Attendant Supervisor	\$17.85	-----	\$22.79	\$37,128	-----	\$47,403
Gate Attendant	\$16.00	-----	\$18.74	\$33,280	-----	\$38,979

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**BOARD OF DIRECTORS**

**Item: 24**

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

**Issue: Utilize Neste, Brudin and Stone (NBS) to Collect Dues Via the Tax Roll**

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**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to approve an agreement with NBS for the collection and processing of dues.
2. Discuss and take other action as appropriate.

**BACKGROUND**

Historically, the District has collected dues via invoicing District customers in-house. This includes printing several copies of invoices, utilizing a folding machine to enhance efficiency, and collecting payments as they are received via mail.

**DISCUSSION**

The District's administrative team, comprising a General Manager, Office Manager, and Office Clerk, manages office operations. Since my tenure began, there's been a notable rise in tasks, largely due to previously unresolved issues. My role specifically mandates driving innovation, leveraging technology, and improving efficiency.

Adopting NBS for dues collection will simplify office procedures, aligning with our strategic goals. Outsourcing such tasks to a well-resourced partner at a minimal cost not only saves time and increases accuracy for our small team but also elevates productivity, marking a significant step towards the District's success. This strategy underscores our commitment to innovative, efficiency-focused initiatives. Mr. Tim Seufert, Managing Director of NBS, has requested to call-in and provide additional information, in addition to answering any questions the Board of Directors might have.

**FISCAL IMPACT**

The fiscal impact will be as followed:

- One time set-up fee: **\$9,500.**
- Annual administration fee: **\$7,500.**
- Optional D-Fast online fee: **\$1,500.**
- Estimated annual administration fees: **\$500.**
- **Estimated ongoing annual cost: \$9,500.**

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to approve an agreement with NBS for the collection and processing of dues.
2. Discuss and take other action as appropriate.

**ATTACHMENTS – Professional Services Agreement and NBS Proposal**

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**Prepared by:** General Manager, Eric Steinlicht  
**Reviewed by:** Office Manager, Marissa Fehling  
**Approved by:** General Manager, Eric Steinlicht

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
PAUMA VALLEY COMMUNITY SERVICES DISTRICT AND  
“NBS” FOR THE  
“FACILITATION AND COLLECTION OF DISTRICT CHARGES VIA THE COUNTY TAX ROLL”**

This Professional Services Agreement (“Agreement”) is made on this 15<sup>th</sup> day of April, 2024, between PAUMA VALLEY COMMUNITY SERVICES DISTRICT (“PVCSD”), and the NBS Government Finance Group, dba NBS, (“CONTRACTOR”), an independent company, with a principal place of business in Temecula, California.

**ARTICLE 1  
TERM OF CONTRACT**

1.01 This Agreement will become effective on the date stated above, and will continue in effect until the earlier of the completion of services provided for in this Agreement or until terminated as provided under Article 7.

**ARTICLE 2  
SERVICES TO BE PERFORMED BY CONTRACTOR**

**Specific Services**

2.01 CONTRACTOR will perform the deliverables within the scope described in Attachment A. CONTRACTOR will provide PVCSD with periodic reports regarding the progress of services performed, at request of PVCSD. Any changes to the scope of services or timeframes identified in Attachment A must be authorized by PVCSD in writing and shall be set forth as an amendment to this Agreement.

2.02 CONTRACTOR will determine the method, details, and means of performing the above-described services.

**Status of CONTRACTOR**

2.03 CONTRACTOR and its employee(s) are engaged in an independent contractor relationship with PVCSD in performing all work, duties and obligations hereunder. PVCSD shall not exercise any control or direction over the methods by which CONTRACTOR shall perform its work and functions. PVCSD’s sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory and legal manner. The parties agree that no work, act, commission or omission of CONTRACTOR or its employee(s) pursuant to this Agreement shall be construed to make CONTRACTOR or its employee(s) the agent, employee or servant of PVCSD. CONTRACTOR and its employee(s) are not entitled to receive from PVCSD vacation pay, sick leave, retirement benefits, Social Security, workers’ compensation, disability benefits, unemployment benefits or any other employee benefit of any kind.

**Payment of Income Taxes**

2.04 CONTRACTOR shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers’ compensation insurance and for otherwise complying with all other employment law requirements with respect to CONTRACTOR or its employee(s).

2.05 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend and hold PVCSD harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) PVCSD suffers as a result of (a) CONTRACTOR's failure to meet its obligations under paragraph 2.04, or (b) a third party's designation of CONTRACTOR or its employee as an employee of PVCSD, regardless of any actual or alleged negligence by PVCSD.

#### Compliance with Laws/Rules

2.06 CONTRACTOR will perform all services under this Agreement in good faith and in the best interests of PVCSD. In performing the services specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations and ordinances, whether federal, state or local, and any and all PVCSD policies, procedures, departmental rules and other directives applicable to the services to be performed and provided by PVCSD's Project Manager to the CONTRACTOR, including, but not limited to, PVCSD's Contractor Safety Policies and Procedures. Any changes to PVCSD policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.

2.07 CONTRACTOR shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

2.08 CONTRACTOR shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations ("DIR").

2.08.1 CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in Section 2.08 of this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <http://www.dir.ca.gov/dslr>. Copies of the prevailing rate of per diem wages may be accessed at PVCSD's administrative office and shall be made available upon request. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in Section 2.08 of this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to PVCSD, Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold PVCSD and each of their respective officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws.

**Commented [TS1]:** None of this work is subject to DIR and these requirements - delete all of this?

2.08.2 CONTRACTOR and each of its subcontractors shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or

other employee employed by CONTRACTOR or subcontractor in connection with the services performed pursuant to this Agreement. Each payroll shall be certified, available for inspection, and copies thereof furnished as prescribed in California Labor Code section 1776, including any required redactions. CONTRACTOR shall keep PVCSD informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. CONTRACTOR shall inform PVCSD of the location of the payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of any change of location and address. Penalties for noncompliance include a forfeiture of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker until strict compliance is effectuated, which may be deducted from any moneys due CONTRACTOR.

2.08.3 Eight (8) hours of work shall constitute a legal day's work. CONTRACTOR and any subcontractors shall forfeit, as a penalty to PVCSD, Twenty-Five Dollars (\$25) for each worker employed in the execution of services pursuant to this Agreement by CONTRACTOR or any of its subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any calendar week in violation of the provisions of the California Labor Code, in particular, sections 1810 to 1815, thereof, inclusive, except services performed by employees of CONTRACTOR and its subcontractors in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay, as provided in California Labor Code section 1815.

2.08.4 CONTRACTOR'S attention is directed to the provisions of California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning employment of apprentices by CONTRACTOR or any of its subcontractors. If applicable to the services to be performed under this Agreement, CONTRACTOR shall comply with such apprenticeship requirements and submit apprentice information to PVCSD. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards. Knowing violations of section 1777.5 will result in forfeiture not to exceed One Hundred Dollars (\$100) for each calendar day of non-compliance pursuant to section 1777.7.

2.08.5 CONTRACTOR shall require any subcontractors performing services under this Agreement to comply with all of the above.

### **ARTICLE 3 PROJECT TEAM**

3.01 PVCSD has a primary interest in maintaining the individual services of the following key project team members:

1. Greg Davidson et al, CONTRACTOR

No member of the project team shall be removed from the project team or reassigned by CONTRACTOR without prior approval of PVCSD. Such approval shall not be unreasonably withheld or delayed. CONTRACTOR shall be required to immediately inform PVCSD should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to PVCSD for review and approval. An interview may also be required if so desired by PVCSD.

### **ARTICLE 4 COMPENSATION**

4.01 Compensation for all work performed under this Agreement shall be calculated on a time and materials basis. Compensation for the services described in Attachment A shall not exceed Twenty Five Thousand Dollars (\$25,000). This amount shall not be exceeded unless there is a change in scope of

work, in writing and agreed to by both parties and set forth in an amendment to this Agreement. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and PVCSD agree that this fee was arrived at through arms length negotiations between the parties.

#### **Payment of Expenses and Monthly Invoices**

4.02 PVCSD will reimburse CONTRACTOR for all reasonable expenses incurred in performing services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in Section 4.01. CONTRACTOR shall submit invoices to PVCSD'S Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by PVCSD. CONTRACTOR will provide PVCSD with receipts for all expenses. PVCSD shall make payment to CONTRACTOR within forty- five (45) days of receipt of an approved invoice.

### **ARTICLE 5 OBLIGATIONS OF CONTRACTOR**

#### **Non Exclusive Relationship**

5.01 CONTRACTOR may represent, perform services for, and contract with as many additional clients, persons, or companies as CONTRACTOR, in its sole discretion, sees fit.

#### **Tools, Materials, and Equipment**

5.02 CONTRACTOR will supply all tools materials, and equipment required to perform the services under this Agreement.

#### **CONTRACTOR'S Qualifications**

5.03 CONTRACTOR represents that its employee(s) has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of PVCSD. This means CONTRACTOR is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement. CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. Acceptance by PVCSD of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its work. Neither PVCSD's acceptance of, nor payment for any of the services, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **Indemnity, Hold Harmless and Defense**

5.04 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend, and hold PVCSD and each of their respective officials, officers, directors, employees, agents and volunteers (collectively referred to as the "Indemnified Parties") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest,



penalties, attorneys' fees, and costs (collectively referred to as "Liabilities") that such entities or persons may incur that pertain to, arise out of or relate to or are in any manner directly or indirectly connected with the services to be performed pursuant to this Agreement, however caused, including any errors, acts or omissions of CONTRACTOR, including CONTRACTOR's officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom CONTRACTOR is legally responsible, or a breach by CONTRACTOR of any representation or agreement contained in this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall apply regardless of any negligence of Indemnified Parties, except to the extent caused by the sole negligence or willful misconduct of the Indemnified Parties.

5.04.1 CONTRACTOR shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

5.04.2 CONTRACTOR shall defend Indemnified Parties, at CONTRACTOR's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. CONTRACTOR and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and CONTRACTOR shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding and approve the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by PVCSD, CONTRACTOR shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to CONTRACTOR's own legal fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. CONTRACTOR shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf.

5.04.3 If CONTRACTOR is obligated to defend Indemnified Parties pursuant to this Article 5, Section 5.04, and fails to do so after reasonable notice from PVCSD, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and CONTRACTOR shall pay to Indemnified Parties any and all Liabilities incurred in relationship with Indemnified Parties' defense and/or settlement of such proceeding.

5.04.4 CONTRACTOR shall pay and satisfy any judgment, award, liability or decree that may be awarded, imposed or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.

5.04.5 CONTRACTOR's indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any, received by CONTRACTOR or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect CONTRACTOR's indemnity obligations.

5.04.6 CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination or expiration of this Agreement.

## Insurance

5.05 CONTRACTOR shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:

5.05.1 California Workers' Compensation Insurance, as required by the State of California, with statutory limits.

5.05.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.

5.05.3 Automobile Liability Insurance [form number CA 0001, covering code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury and property damage.

5.05.4 Employer's Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury or disease.

5.05.5 Error and Omissions Insurance appropriate to CONTRACTOR's services, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

5.06 The following are required provisions:

5.06.1 CONTRACTOR will provide additional insured insurance coverage and policy endorsements for PVCSD and each of their respective officers, officials, directors, employees, volunteers or agents (collectively referred to as the "Insured Parties") under the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10 and CG 20 37 forms if later revisions to CG 20 10 are used).

5.06.2 CONTRACTOR's insurance shall be primary insurance as respects Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of CONTRACTOR's insurance and shall not contribute to it.

5.06.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

5.06.4 CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

5.06.5 Liability insurance shall include indemnification against loss from liability imposed by law upon,

or assumed under contract by, CONTRACTOR or its subcontractors for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting from the performance or execution of this Agreement by CONTRACTOR or its subcontractors.

5.06.6 Liability insurance shall cover accidents arising out of the use and operation of owned, non-owned and hired automobiles, trucks and/or other mobile equipment.

5.06.7 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled or materially modified by the insured or insurer without thirty (30) days prior written notice by certified mail to PVCSD.

5.06.8 All policies shall specifically cover any contractual liability incurred hereunder.

5.07 CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Insured Parties for all work performed by CONTRACTOR, its employees, agents and subcontractors.

5.08 Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by PVCSD.

5.09 Any deductibles or self-insured retention limits must be disclosed to and approved by PVCSD prior to the execution of this Agreement. At the option of PVCSD, either: the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or CONTRACTOR shall provide a financial guarantee satisfactory to PVCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5.10 CONTRACTOR will furnish PVCSD with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by PVCSD. CONTRACTOR shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement. CONTRACTOR shall, upon request of PVCSD at any time, deliver to PVCSD complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

5.11 If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver the renewed certificate(s) including the general liability and auto liability additional insured endorsements to PVCSD at least ten (10) days prior to the expiration date.

5.12 In the event that CONTRACTOR employs subcontractors to perform any portion of the services to be performed pursuant to this Agreement, it shall be CONTRACTOR's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement.

**Conflict of Interest**

5.13 Upon the award of this Agreement and periodically thereafter, CONTRACTOR may be required to complete and file with PVCSD a Conflict of Interest form, to be provided to CONTRACTOR by PVCSD.

**Assignment**

5.14 Neither this Agreement nor any duties or obligations under this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of PVCSD. PVCSD has entered into this Agreement in order to receive the professional services of CONTRACTOR. The provisions of this Agreement shall apply to any subcontractor to CONTRACTOR. PVCSD shall have the right to approve any subcontractor agreements, in addition to the written consent required by this Section 5.14.

**Safety**

5.15 CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel, including personnel of any subcontractors, during performance of the services. CONTRACTOR shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. CONTRACTOR shall also comply with all contract provisions and PVCSD's policies, procedures, departmental rules and other directives, as provided by PVCSD's Project Manager to CONTRACTOR, relating to the safety of the public and workers,

including, but not limited to, PVCSD's Contractor Safety Policies and Procedures and any project specific requirements.

**ARTICLE 6  
OBLIGATIONS OF  
PVCSD**

6.01 PVCSD agrees to comply with all reasonable requests of CONTRACTOR and provide access to all documents reasonably necessary to the performance of CONTRACTOR's duties under this Agreement.

**Indemnity**

6.02 PVCSD agrees to indemnify, defend, and hold CONTRACTOR free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONTRACTOR may incur as a result of a breach by PVCSD of any representation or agreement contained in this Agreement.

**ARTICLE 7  
TERMINATION OF AGREEMENT**

**Termination for Default**

7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- 7.01.1 CONTRACTOR's failure to complete the services specified in Article 2 of this Agreement.
- 7.01.2 CONTRACTOR's material breach of any representation or term contained in this Agreement.
- 7.01.3 PVCSD's material breach of any representation or agreement contained in this Agreement.

**Termination Without Cause**

- 7.02 Either party may terminate this Agreement without cause upon thirty (30) days written notice.

**Compensation Upon Termination**

- 7.03 Upon termination by either party under Sections 7.01 or 7.02 above, PVCSD will pay to CONTRACTOR any outstanding service fees minus any costs reasonably incurred by PVCSD related to CONTRACTOR's services under this Agreement prior to the notice of termination.

**ARTICLE 8  
PROPRIETARY RIGHTS**

**Confidential Information**

- 8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by PVCSD for CONTRACTOR's use are the sole property of PVCSD. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning PVCSD employees, products, services, prices, operations, and subsidiaries.

- 8.02 CONTRACTOR and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with PVCSD approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONTRACTOR's employees, agents, and subcontractors. On termination of this Agreement, CONTRACTOR will promptly return any confidential information in its possession to PVCSD.

**ARTICLE 9  
GENERAL PROVISIONS**

**Notices**

- 9.01 Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, first class, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.

To PVCSD:	Pauma Valley Community Services District 33129 Cole Grade Road Pauma Valley, California 92061
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Attention: Eric Steinlicht, Project Manager

To CONTRACTOR: NBS  
Mr. Michael Rentner, President  
32605 Temecula Parkway, Suite 100  
Temecula, California 92592

#### **Entire Agreement of the Parties**

9.02 This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties.

#### **Partial Invalidity**

9.03 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **Attorneys' Fees**

9.04 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### **Document and Materials Ownership**

9.05 All original drawings, diskettes, and other copies of documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of PVCSD. PVCSD agrees to indemnify CONTRACTOR for claims, damages, or liabilities caused by any use by PVCSD of the plans, drawings, specifications, and all information gathered by CONTRACTOR on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by CONTRACTOR.

#### **Patent and Copyright Indemnity**

9.06 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to PVCSD under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless PVCSD from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. PVCSD will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without PVCSD's prior

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written consent to any settlement which would require PVCSD to pay money or perform some affirmative act in order to continue using Contractor Products.

9.06.1 If CONTRACTOR is obligated to defend PVCSD pursuant to this section 9.06 and fails to do so after reasonable notice from PVCSD, PVCSD may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to PVCSD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with PVCSD's defense and/or settlement of such proceeding.

9.06.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for PVCSD the right to continue using Contractor Products; or (2) replace or modify Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

9.06.3 Notwithstanding this section 9.06, PVCSD retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

9.06.4 All provisions of Section 5.04, including the subsections thereunder, shall apply to CONTRACTOR's obligation pursuant to this Section 9.06.

#### **Audits**

9.07 If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of PVCSD or as part of any audit of PVCSD, for a period of three (3) years after final payment under the Agreement. CONTRACTOR shall cooperate with PVCSD, including any authorized representative of PVCSD, regarding such audit at no charge to PVCSD.

#### **Counterparts**

9.08 This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

#### **Provisions Required By Law**

9.09 Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

#### **Governing Law**

9.10 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

#### **Jurisdiction, Forum and Venue**

- 11 -

9.11 The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of San Diego. PVCSD and CONTRACTOR agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. PVCSD and CONTRACTOR hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Agreement, whether on grounds of inconvenient forum or otherwise.

**Signature Authority**

9.12 PVCSD and CONTRACTOR do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

Executed in San Diego County, California, on April 15<sup>th</sup>, 2024.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Eric Steinlicht, General Manager

\_\_\_\_\_   
Michael Rentner, Contractor



Attachment A – Scope of Work

## **Wastewater, Security, and Gate Fees Tax Roll Billing and Calculation**

### **KICK-OFF MEETING: MEET WITH CSD STAFF TO DISCUSS:**

- Review the tax roll billing process and appropriate annual timeline.
- Method of application of the charge and the data required.
- Review the process for any appeals or disputes.
- For initial year tax roll billings, NBS will develop format, print, and send a mailing of notice regarding change in billing method to tax roll billing to all property owners (CSD staff to review this change with internal legal counsel).

### **DATA COLLECTION AND MAINTENANCE**

Gather and review data pertinent to the calculation and billing of the Fees. Data will be obtained from various sources such as the CSD's database, Assessor's parcel maps and County Assessor information as determined to be necessary based on the requirements of the formula. Maintain and periodically update a database for all parcels and relevant parcel information within the service area.

### **QUALITY CONTROL**

Perform cross-reference tests looking at the various data sources, land use codes, and other pertinent information to improve accuracy of application of the charges. NBS has a multi-step approach to our quality control. We have built custom analysis tools within our software that assists in this process. Every database is reviewed by a top-level staff member before finalizing..

### **LEVY CALCULATION AND SUBMITTAL**

Calculate the annual levy for each parcel within the District following the guidelines established in the formula. Submit the levy to the County Auditor Controller in the required electronic format. Levies rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not accepted by the County for collection will be invoiced with payment to be directed to the CSD.

### **REPORTING**

Provide an Annual Levy Report. The report will include a parcel listing with levy amounts. Parcel and levy data can be provided electronically if desired.

### **CONSULTING SUPPORT**

NBS will provide a toll-free phone number for use by the CSD, other interested parties and all property owners. Our staff will be available to answer questions regarding the Fees. Bilingual staff is available for Spanish-speaking property owners.

**ATTACHMENT B: PROFESSIONAL FEES**

The appropriate fees are listed below for Tax Roll Billing Administration services.

**ONE-TIME SETUP FEE**

One-Time Setup and Implementation/Prop 218 Notice..... \$9,500

**ANNUAL ADMINISTRATION FEES**

Annual Fees ..... \$7,500

**D-FAST® ONLINE ANNUAL FEE**

Annual Fees ..... \$1,500

**ESTIMATED ANNUAL ADMINISTRATION EXPENSES**

Estimated annual administration expenses (as needed/not to exceed)<sup>1</sup> ..... \$500

<sup>1</sup> Note: Estimated expenses does not include one-time initial costs for mailings or other engagement costs.

**Expenses**

Customary out-of-pocket expenses will be billed to the CSD at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. For the One-time set up/Implementation, there could be one-time printing and mailing costs that exceed the typical annual cap above.

**Annual Fee Increases**

Cost of living increases may be applied to the services listed above on October 1 each year, beginning with the invoices issued on October 1, 2025. The Cost of Living Adjustment (COLA) would be the actual cost of living increase based on the 12-month change from April/May to April/May in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the applicable region.

**Additional Optional Services – Hourly Rates**

The following table shows our current hourly rates. Any optional services authorized by the Pauma Valley CSD but not included in the scope of services will be billed at this rate or the then applicable hourly rate. This may include attendance at additional meetings, notice and ballots, etc.

Title	Hourly Rate
Director	\$250
Associate Director / Engineer	\$225
Senior Consultant / Manager	\$200
Consultant	\$175
Financial Analyst	\$150
Clerical / Support	\$110

**Terms**

Administration services fees are for the first year, with possible COLA in subsequent years, as referenced above. Such fees will be invoiced at the beginning of each quarter. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days' written notice.

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

Item: 25

Date: April 15<sup>th</sup>, 2024

From: Office Manager, Marissa Fehling

Issue: **Outsource Payroll**

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**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to outsource payroll operations.
2. Discuss and take other action as appropriate.

**BACKGROUND**

Historically, the District has managed payroll through an accounting software known as “QuickBooks”. Relying on a manual process that has become increasingly outdated and inefficient. While QuickBooks has served the District adequately in the past, our growing needs and complexities of modern payroll management require a more sophisticated solution to enhance payroll processing efficiency.

**DISCUSSION**

After carefully evaluating and considering our current payroll processes, both administrative staff and District accounting consultants strongly agree that outsourcing payroll operations would be a wise investment. The transition to an outside organization for payroll processing would not only enhance administrative efficiency but provide for improved accuracy.

Key Considerations:

1. **Enhanced Efficiency:** Features that streamline processes and reduce the time spent on manual data entry and calculations. Automating repetitive tasks can significantly increase productivity and free up valuable time for our staff to focus on more high-level activities.
2. **Improved Accuracy:** Manual data entry is prone to errors, which can lead to compliance issues and inaccuracies in employee compensation. Additionally, a small staff cannot effectively compare to an organization with the resources and staff to catch mistakes preemptively.
3. **Compliance Assurance:** Maintaining compliance with ever-evolving tax regulations and labor laws is essential for the avoidance of penalties and legal implications.
4. **Employee Self-Service Portal:** Many modern-day organizations offer a user-friendly self-service portal that empowers employees to access their payroll information, view pay stubs, and update personal details. This reduces the administrative burden on staff and ultimately enhances employee satisfaction by providing convenient access to their payroll-related information.
5. **Human Resources (HR) Support:** HR regulations can be complex and are constantly changing. Having the support of HR professionals available to answer any questions or concerns regarding recruitment, compliance, payroll, and benefits, in addition to training can ensure that all HR-related tasks are being met and handled efficiently.

**FISCAL IMPACT**

The fiscal impact of outsourcing payroll can range anywhere between \$3,500- \$6,500.

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to Outsource Payroll operations.
2. Discuss and take other action as appropriate.

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Prepared by: Office Manager, Marissa Fehling  
Approved and Reviewed by: General Manager, Eric Steinlicht

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

**Item: 26**

Date: April 15<sup>th</sup>, 2024

From: Office Manager, Marissa Fehling

**Issue: Website Revamp and Compliance Implementation**

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**STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to engage Streamline immediately.
2. Discuss and take other action as appropriate.

**BACKGROUND**

For the past several years, District administrative staff has managed the District’s website through the “WIX” platform. While WIX has served the District’s fundamental needs of the past, it has become evident that our website now requires significant enhancements in order to maintain compliance in addition to meeting the potential needs of our community.

**DISCUSSION**

District administrative staff recommends “Streamline”, a specialized web development company tailored specifically for Special Districts like ours. Unlike generic platforms such as WIX, Streamline understands the unique requirements and challenges faced by Special Districts and offers custom-tailored solutions to meet those challenges effectively.

Key Considerations:

1. **Specialized Expertise:** Streamline specializes in creating and maintaining websites for Special Districts, which means they have a deep understanding of our specific requirements and challenges.
2. **Compliance Focus:** Streamline is well-versed in the compliance regulations that govern Special Districts, including ADA guidelines. They can ensure that our website meets all necessary compliance standards, providing equal access to all residents.
3. **One-click Customer Email Communications:** Implementing the one-click customer email communication function with Streamline enhances our ability to connect with customers, deliver exceptional customer service, and foster stronger community engagement.

**FISCAL IMPACT**

The fiscal impact would be approximately \$12,600 annually for utilizing Streamline’s services.

**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to engage Streamline immediately.
2. Discuss and take other action as appropriate.

**Attachments**

1. **Streamline Proposal**

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**Prepared by:** Office Manager, Marissa Fehling  
**Reviewed by:** General Manager, Eric Steinlicht  
**Approved by:** General Manager, Eric Steinlicht

# Pick Your Start-Up Package

Streamline's onboarding experience always includes unlimited ticket, phone, and email support. Every customer receives our best practices site construction and DNS (website domain) assistance. Any additional questions can be directed to your personal onboarding specialist.

<p><b>Core Setup</b></p> <p><b>\$ 500</b></p> <p>&lt; 50 pages, files, images, videos, etc</p>	<p><b>Classic Setup</b></p> <p><b>\$ 1,500</b></p> <p>&lt; 200 pages, files, images, videos, etc</p>	<p><b>Complete+ Setup</b></p> <p><b>\$ 2,500</b> <small>base price</small></p> <p>200+ pages, files, images, videos, etc</p>
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## Choose the Best Plan for Your District

Plans built to fit your district's needs. Pricing set by Annual Operating Revenue. So everyone can have nice things ❤️

<p><b>Compliance Basics</b></p> <p>Essential tools for districts to meet compliance standards &amp; regulations. <b>Look professional while meeting state requirements &amp; best practices.</b></p> <p><b>\$ 350</b> /month</p> <p>Subscription Includes:</p> <ul style="list-style-type: none"> <li>Website hosting + content management</li> <li>Amplify™ design &amp; experience builder (new in 2024)</li> <li>Google maps &amp; locations integration (new in 2024)</li> <li>Social feed integration</li> <li>Annual design reviews</li> <li>Annual board reports</li> <li>Compliance + posting checklist</li> <li>ADA accessibility assistant</li> <li>Meetings assistant</li> <li>One-click social sharing</li> <li>One-click email marketing &amp; subscription building</li> <li>Payments / commerce tools</li> <li>E-Signature Forms</li> <li>Internal communications hub</li> <li>Support with integration of embedded tools</li> <li>Training + support</li> </ul>	<p><b>Community Pro</b></p> <p>Everything that is offered in our compliance plan + design tools, email mktg, payments, e-signatures, &amp; more. <b>Perfect for districts that are active in their community.</b></p> <p><b>\$ 500</b> /month</p> <p>Subscription Includes:</p> <ul style="list-style-type: none"> <li>Website hosting + content management</li> <li>Amplify™ design &amp; experience builder (new in 2024)</li> <li>Google maps &amp; locations integration (new in 2024)</li> <li>Social feed integration</li> <li>Annual design reviews</li> <li>Annual board reports</li> <li>Compliance + posting checklist</li> <li>ADA accessibility assistant</li> <li>Meetings assistant</li> <li>One-click social sharing</li> <li>One-click email marketing &amp; subscription building</li> <li>Payments / commerce tools</li> <li>E-Signature Forms</li> <li>Internal communications hub</li> <li>Support with integration of embedded tools</li> <li>Training + support</li> </ul>	<p><b>Operations Pro</b></p> <p>Everything that is offered in our compliance &amp; community plans + intranet, social feeds, board reports, &amp; reviews. <b>Perfect for districts with want to streamline operations.</b></p> <p><b>\$ 1,050</b> /month</p> <p>Subscription Includes:</p> <ul style="list-style-type: none"> <li>Website hosting + content management</li> <li>Amplify+™ design &amp; experience builder (new in 2024)</li> <li>Google maps &amp; locations integration (new in 2024)</li> <li>Social feed integration</li> <li>Annual design reviews</li> <li>Annual board reports</li> <li>Compliance + posting checklist</li> <li>ADA accessibility assistant</li> <li>Meetings assistant</li> <li>One-click social sharing</li> <li>One-click email marketing &amp; subscription building</li> <li>Payments / commerce tools</li> <li>E-Signature Forms</li> <li>Internal communications hub</li> <li>Support with integration of embedded tools</li> <li>Training + support</li> </ul>
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PAUMA VALLEY COMMUNITY SERVICES DISTRICT

BOARD OF DIRECTORS

Item: 31

Date: April 15<sup>th</sup>, 2024

From: General Manager, Eric Steinlicht

Issue: General Manager's Report

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**BACKGROUND**

The purpose of the General Manager's Report is to provide an executive level overview of operations, administrative activities, challenges, and enhancements that have occurred as of the last Regular Meeting of the Board.

**DISCUSSION**

The last regular meeting of the Board was cancelled, bringing us to April 15<sup>th</sup>, 2024. All items planned for the March 25<sup>th</sup>, 2024, regular meeting of the Board have been brought to the Board via today's special meeting.

**Sanitation Operational Report**

The operations of the Wastewater Treatment Plant (WWTP) have been routinely above standards. Water Quality Specialists (WQS) as of October of last year have continually excelled in meeting compliance obligations. WQS has also been responsive to Supervisory Control and Data Acquisition (SCADA) alerts, ensuring that operations are maintained.

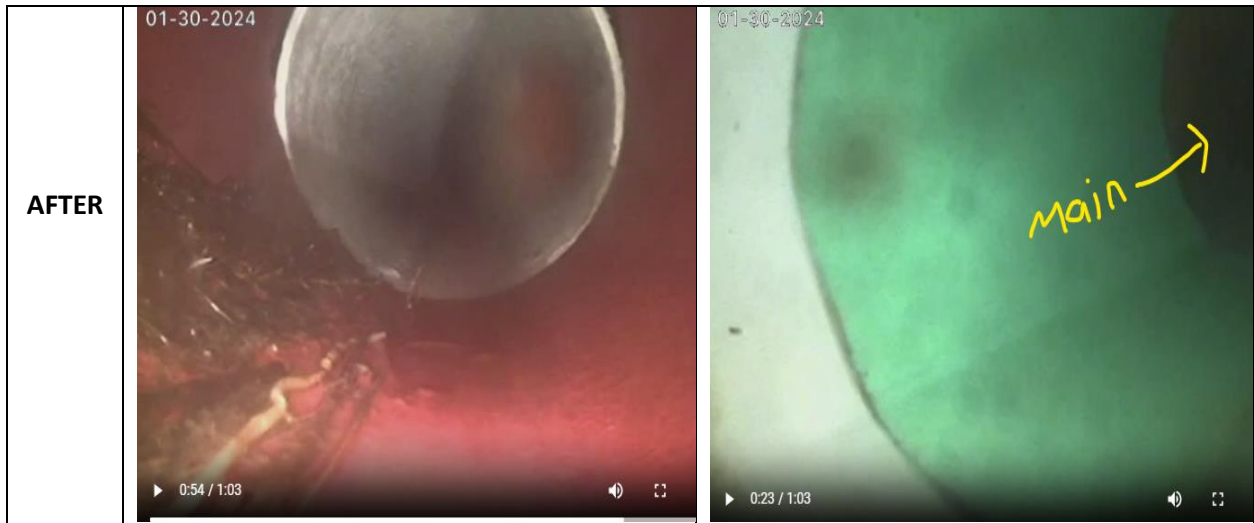
**Wet Weather Events**

During the recent wet weather events, our Wastewater Treatment Plant (WWTP) lift station was overwhelmed with the incoming flow. This indicates that inflow and infiltration (I&I) are the culprits. Our WWTP was hit with approximately more than double the standard flow and with both pumps running at maximum capacity, the flow continued to rise in the wet well at the WWTP lift station. We were able to mitigate the problem by shutting down Oak Tree lift station pumps, allowing the WWTP lift station to "catch up". However, this is not a long-term solution and as such I placed this as an action item on the Agenda for today's meeting.

**Sewer Lateral Disconnected**







Storm Drain Hazard



## District Accounting Consultants and CalPERS Errors

In an effort to improve efficiency, accuracy and availability, I have notified our financial consultant that we will solely be relying on Edie Bailly for our financial consultation needs. Both the Office Manager and I have found a high level of performance in this group, in addition to speed and accuracy. We partially transitioned to a private certified public accountant in an effort to reduce costs but have run into financial statement discrepancies, scheduling unavailability, and an unfamiliarity with the District's accounting software (QuickBooks) that slows down the resolution process.

The progress of the decade long CalPERS error submittals has not yet been resolved. This is a component of reasoning for the switch to Eide Bailly, and they have now taken over this issue so that we move forward.

## General Manager Development



On Saturday, February 3<sup>rd</sup>, 2024, I attended the California Water Environment Association (CWEA) San Diego Section Awards Banquet. It was at this event I was sworn in as a "Second Director" for the CWEA San Diego Section.



Additionally, I have obtained my certification in "How & Why Involvement in LAFCO Matters for Special District's" from the California Special Districts Association (CSDA), and I was formally invited to Encina Wastewater Authority to sit on an Interview Panel for a supervisory role. This was a privilege, learning opportunity, and a result of being on the CWEA SDS Board by networking.

## Utility Vehicle

The new utility vehicle has been leased from Ken Grody Ford in Carlsbad after I had reached out to four other dealerships with less than competitive offers. It was leased (3-year) for seven hundred and one dollars (\$701) with a three thousand dollar (\$3,000) down payment that includes a maintenance plan for the vehicle. Key vehicle specifications:

New 2023/Ford F150 Access Cab Body Style	2.7L V6 with GPS Tracking Intelligent Four-Wheel Drive	Tow Package/Tie Down Points Safety Cameras/Sensors/etc.
BEFORE		
AFTER		

## Salary and Total Compensation Survey

I reached out to Regional Government Services (RGS) who provided a proposal for the Strategic Plan process, to also provide a proposal for a Salary and Total Compensation. A Salary Survey via RGS would cost the District **\$13,600** and a Total Compensation survey would cost the District **\$18,800**.

## Overbudget Review

Below is a recap of how the District is performing under its current budgetary estimations.

ITEM	OVERBUDGET BY	REASON/S
Office Supplies	\$4,385	<ul style="list-style-type: none"> <li>Items removed as a shared cost with RPMWC</li> <li>Extra QuickBooks license needed by consultant and staff (\$850/year)</li> <li>Gate Attendant turnover (Indeed ads)</li> <li>New PC's (Former Office Manager kept PC)</li> </ul>
CalPERS	\$13,325	<ul style="list-style-type: none"> <li>Overbudget amount due to the CalPERS errors</li> </ul>
Oak Tree Lift Station Repairs & Maintenance	\$60	<ul style="list-style-type: none"> <li>Non-rated A-frame being utilized for pump extraction (safety hazard)</li> </ul>
Sewer line Maintenance	\$44,031	<ul style="list-style-type: none"> <li>Dudek's removal of GIS required a new GIS hosting and Data transfer/setup (\$5,458)</li> <li>Public sewer lateral line failure (\$31,500)</li> <li>Increase in costs for sewer mainline maintenance and CCTV assessments (prevailing wage)</li> </ul>
Building Repairs & Maintenance	\$91	<ul style="list-style-type: none"> <li>Lighting failures in GM/OM offices</li> <li>Parking lot streetlights failing</li> </ul>
Plant Uniforms	\$249	<ul style="list-style-type: none"> <li>New Utility Worker required new uniforms</li> </ul>
Plant Vehicle's	\$2,361	<ul style="list-style-type: none"> <li>Loss of RPMWC utility trucks substantiated a new vehicle for Utility</li> </ul>
Drainage	\$8,468	<ul style="list-style-type: none"> <li>Large diameter pipe reported as District responsibility represented a hazard to the community, repaired up to code (\$6,500)</li> <li>Reimbursement provided to the PVCC for the eighth fairway drainage ditch cleaning</li> </ul>
State Maintenance Fees	\$2,110	<ul style="list-style-type: none"> <li>Increased by \$3k</li> </ul>
Accounting	\$11,024	<ul style="list-style-type: none"> <li>Separation with RPMWC                             <ul style="list-style-type: none"> <li>Budget preparation assistance</li> <li>CalPERS errors and remedy</li> <li>Training and review of financials</li> </ul> </li> <li>Long Range Financial Plan (prioritized by the \$54,000+ operating deficit)</li> </ul>
Legal	\$1,248	<ul style="list-style-type: none"> <li>Associated with the separation of RPMWC</li> </ul>
<b>TOTAL</b>	<b>\$87,352</b>	Total Overbudget as of 4/1/2024

## Strategic Planning Initiative

Due to scheduling issues, the Strategic Planning Initiative has been tabled. Once this initiative resumes, there are several items I'd recommend to the Board of Directors for inclusion, based on priority.

## Scheduled Power Outage on Saturday, April 13<sup>th</sup>, 2024, from 8 AM to 4 PM

We received a notification from SDG&E that there will be a planned power outage to facilitate critical maintenance activities that will specifically impact the District office address. I preemptively organized our regularly scheduled maintenance on all District generators to be conducted early, in advance of this planned power outage.

## COMMENDATIONS

Marissa Fehling, Interim Office Manager	√	I commend the efforts and resolve Ms. Fehling has shown throughout this difficult and transitional time with a minimal staff and an ever-growing list of objectives.
Martiza Olmos, Office Clerk	√	I commend Maritza on learning the duties of her new position at a rapid rate, is very punctual and has an extremely positive attitude that all staff and customers appreciate.

## CONCLUSION

Significant progress has been made in aligning the District's operations with the best practices of other governmental agencies. While numerous challenges remain and considerable work lies ahead, the continued efforts of our staff to optimize the use of available resources are essential for fostering positive development and growth within our community.

## Attachments

1. Leased Truck Specifications
2. How & Why Involvement in LAFCO Matters for Special District's Certification
3. Total Compensation and Salary Study Proposal



**VEHICLE DESCRIPTION**  
**F-150**

2023 F-150 4X4 SUPERCRAB  
145" WHEELBASE  
2.7L V6 ECOBOOST  
ELEC. TENSPEED AUTO W/TOW M

EXTERIOR  
OXFORD WHITE  
INTERIOR  
BLACK SPORT CLOTH/40/CONV40

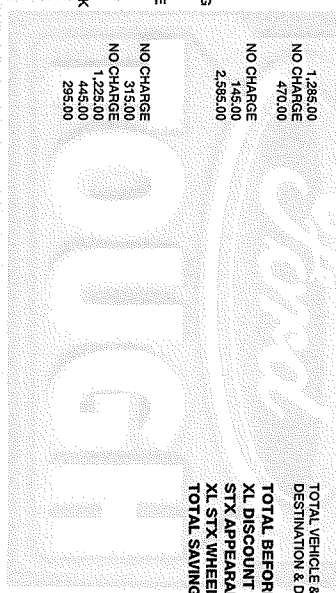
**PK F76902**

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

- EXTERIOR**
  - DAYTIME RUNNING LAMPS
  - EASY FUEL & CAPLESS FILLER
  - FULLY BOXED STEEL FRAME
  - HALOGEN HEADLAMPS
  - HEADLAMPS - AUTO HIGH BEAM
  - HEADLAMPS - AUTO LAMP
  - (ON/OFF)
  - LOCKING REMOVABLE TAILGATE
  - MANUAL FOLD POWER MIRRORS
  - PICKUP BOX TIE DOWN HOOKS
  - POWER TAILGATE LOCK
  - TRAILER SWAY CONTROL
  - WIPERS - INTERMITTENT
- INTERIOR**
  - 4" PRODUCEIVITY SCREEN
  - CRUISE CONTROL
  - DOOR LOCKS - POWER
  - DUAL SUNVISORS
  - ILLUMINATED ENTRY
  - MESSAGE CTR. OUTSIDE TEMP.
  - COMPASS, TRIP COMPUTER
  - POWERPOINTS - 12V
  - TILT/TELESCOPE STR. COLUMN
- FUNCTIONAL**
  - AUTO HOLD
  - CURVE CONTROL
  - DYNAMIC HITCH ASSIST
  - FALL-SAFE COOLING SYSTEM
  - FORPASS CONNECT™ 4G
  - HOTSPOT TELEMATICS MODEM
  - HILL START ASSIST
  - MYKEY®
  - POST-COLLISION BRAKING
  - PRE-COLLISION ASSIST W/EB
  - REVERSE SENSING AND REAR VIEW CAMERA
  - SELECTSHIF™
  - SYNC®4 W/8" SCREEN
- SAFETY/SECURITY**
  - ADVANCEDTRAC™ WITH RSC®
  - AIRBAGS - FRONT SEAT
  - MOUNTED SIDE IMPACT
  - AIRBAGS - SAFETY CANOPY®
  - CTR. HIGH MOUNT STOP LAMP
  - PERMIETER ALARM
  - SOS POST-CRASH ALERT SYS™
  - TIRE PRESSURE MONIT. SYS
- WARRANTY**
  - 3/YR/36,000 BUMPER-TO-BUMPER
  - 5/YR/60,000 POWERTRAIN
  - 5/YR/60,000 ROADSIDE ASSIST
  - 8/YR/100,000 HYBRID BATTERY

**INCLUDED ON THIS VEHICLE**

EQUIPMENT GROUP 101A	(MSRP)	(MSRP)
<b>OPTIONAL EQUIPMENT/OTHER</b>		
2.7L V6 ECOBOOST	1,285.00	
275/60R20 BSW ALL-TERRAIN	NO CHARGE	
3.55 ELECTRONIC LOCK RR AXLE	470.00	
6500# GVWR PACKAGE		
FRONT LICENSE PLATE BRACKET	NO CHARGE	
COLOR-COORDINATED CARPET	145.00	
STX APPEARANCE PACKAGE	2,395.00	
STX 4 W/ENHANCED VOICE RECOG		
SENSE™ W/BLIND SPOT MONITOR		
PRIVACY GLASS W/REAR DEROSTE	NO CHARGE	
50 STATE EMISSIONS	315.00	
CLASS IV TRAILER HITCH	NO CHARGE	
FOG LAMPS	1,225.00	
20" 6-SPOKE MAGNETIC PRT WHLS	445.00	
EXTENDED RANGE 36GAL FUEL TANK		
STX SPORT CLOTH 40/CONV40	295.00	



**PRICE INFORMATION**

BASE PRICE	\$42,995.00
TOTAL OPTIONS/OTHER	6,755.00
TOTAL VEHICLE & OPTIONS/OTHER	49,750.00
DESTINATION & DELIVERY	1,995.00
<b>TOTAL BEFORE DISCOUNTS</b>	<b>51,755.00</b>
<b>XL DISCOUNT</b>	<b>- 750.00</b>
<b>STX APPEARANCE DISC</b>	<b>- 750.00</b>
<b>XL STX WHEEL DISCOUNT</b>	<b>- 595.00</b>
<b>TOTAL SAVINGS</b>	<b>- 2,095.00</b>

FRAMP ONE  
**CASA**

FRAMP TWO

CONVOY

71-DB832 OPT 2

**TOTAL MSRP \$49,660.00**

Whether you decide to lease or finance your vehicle, you'll find the process that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

PK241 N RB 2X 370 005770 10 24 23

**EPA Fuel Economy and Environment**

**Fuel Economy**

**20** MPG  
combined city/hwy

Standard Pickup Trucks range from 12 to 70 MPG. The best vehicle rates 132 MPG.

**5.0** gallons per 100 miles

**You spend \$3,000** more in fuel costs over 5 years compared to the average new vehicle.

**Gasoline Vehicle**

**Annual fuel cost \$2,200**

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)

Best 10 4 10 10

Smog Rating (tailpipe only)

Best 10 9 10

Actual results will vary for many reasons. Including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 38 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.35 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Calculates personalized estimates and compare vehicles

[fuelconomy.gov](http://fuelconomy.gov)

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

<b>Frontal</b>	Driver	★ ★ ★ ★ ★
	Passenger	★ ★ ★ ★ ★
<b>Crash</b>	Front seat	★ ★ ★ ★ ★
	Rear seat	★ ★ ★ ★ ★
<b>Side</b>	Front seat	★ ★ ★ ★ ★
	Rear seat	★ ★ ★ ★ ★
<b>Rollover</b>		★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).  
[www.safercar.gov](http://www.safercar.gov) or 1-888-321-4236

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**WARNINGS:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

**46 BUILT YEARS TOUGH F-SERIES AMERICAS BEST SELLING TRUCKS**

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Smartphone QR Code

46 BUILT YEARS TOUGH F-SERIES AMERICAS BEST SELLING TRUCKS

See your Ford dealer for details.

# Certificate of Completion



*How & Why Involvement in LAFCO Matters for Special District*  
2/21/2024

## Eric Steinlicht

Pauma Valley Community Services District

A handwritten signature in black ink, reading "Neil C. McCormick", is written over a horizontal line.

Neil C. McCormick, CSDA Chief Executive Officer

California Special Districts Association

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT  
APPROXIMATE TIMELINE AND COST FOR COMPENSATION STUDY OPTIONS**

The following is a draft timeline and cost for both a total compensation study (salary and benefits) and a salary survey (salary only). The cost of conducting the comparable agency analysis to determine the agencies included in the study has also been identified.

**WORK SCHEDULE**

RGS Advisors will be prepared to start work on the compensation study as soon as an agreement between the Agency and RGS is executed. The following is a tentative project timeline that may be modified with mutual agreement between the Agency and RGS. Staff availability and responsiveness of the comparable agencies during the data collection process will be critical in meeting the study timeline as presented. Meetings with the Agency’s point(s) of contact will be scheduled as required. Progress reports will be provided throughout the project. RGS strives to manage the timeline to ensure deadlines are met.

Compensation Study	Tentative Dates	Responsible Party
Professional Services Agreement (PSA)/contract executed. RGS receives and reviews all relevant documents for the study.	Week 1	AGENCY/RGS
Kick-Off Meetings with Agency point(s) of contact to discuss project.	Week 2	RGS
Comparable agencies, benchmark classes, and benefits components established.	Weeks 3	AGENCY/RGS
Establish match classes in each agency; collect salary and benefit data from comparable agencies.	Weeks 4-6	RGS
Review and analysis of compensation survey data. Develop draft recommendations.	Weeks 7-8	RGS
Status meeting to discuss findings/ recommendations.	Week 8	AGENCY/RGS
Draft compensation report and compensation worksheet sent to the Agency for review.	Week 10	RGS
Feedback from the Agency regarding draft report.	Week 12	AGENCY
Finalize the compensation report and submit it to the Agency.	Week 12	RGS
Present study findings and recommendations as needed.	TBD	RGS



## FEE SCHEDULE

At RGS, we bill only actual hours attributable to the project at the rate of the actual Advisor or technician. Work will commence upon notification by the Agency of the project award. Work is performed as agreed and subsequently billed each month based on hours actually worked. RGS Advisors are skilled at prioritizing projects and working within the budget of partner agencies. Mileage, if applicable, will be calculated/invoiced using the current IRS rate.

The total project cost for a **total compensation study (including a comparable agency analysis)** would **not exceed \$18,800**. Estimated project costs include:

Compensation Study Phases	Estimated Cost
Kick-off meeting; review of City's documents; status reports/meetings; correspondence with City staff.	\$1,800
Collect, compile, and analyze compensation data from comparable agencies.	\$13,300
Prepare data worksheet and draft/final compensation report.	\$2,300
Presentation of study results and recommendations, as required.	1,400
<b>Total Estimated Cost Not To Exceed:</b>	<b>\$18,800</b>

The total project cost for a **Salary Survey (including a comparable agency analysis)** would **not exceed \$13,600**. Estimated project costs include:

Compensation Study Phases	Estimated Cost
Kick-off meeting; review of City's documents; status reports/meetings; correspondence with City staff.	\$1,800
Collect, compile, and analyze compensation data from comparable agencies.	\$8,700
Prepare data worksheet and draft/final compensation report.	\$1,700
Presentation of study results and recommendations, as required.	1,400
<b>Total Estimated Cost Not To Exceed:</b>	<b>\$13,600</b>

If the District provides RGS with a list of comparable agencies to be included in the study, the costs for both the total compensation study and salary survey would be reduced by approximately \$2,000.