

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

NOTICE OF PUBLIC MEETING

DATE: Monday, August 23, 2021
TIME: OPEN Session - 10:00 a.m.
PLACE: 33129 Cole Grade Rd. Pauma Valley, CA 92061
<https://us02web.zoom.us/j/87133536921>
Phone: (669) 900-6833 Passcode: 871 3353 6921

AGENDA

1. Call to Order
2. Roll Call
3. Open for Public Comments
 - a. Anyone wishing to address any matter pertaining to District business may do so at this time. If a comment pertains to an item on the agenda the comment will be heard during that agenda item. The public comment period is limited to three (3) minutes per person.
4. Discussion on Joining California Special Districts Association (CSDA)
5. Approval of Previous Minutes
 - a. Regular Meeting July 26, 2021
 - b. Special Meeting August 3, 2021
6. Financial Report
 - a. Review of BS, P&L as of 7/31/2021
 - b. Accounts Receivable
7. Security Report
 - a. Daily Activity Report
 - b. Gate Penalty Assessment Report
8. General Manager's Report
9. Employee Handbook
 - a. The Board will consider approving updates to the Employee Handbook to include the job titles Senior Gate Attendant and Senior Patrol Officer

10. Purchasing Policy Update

- a. The Board will consider an update to the Purchasing Policy

11. Guard House Leases

- a. The Board will consider three lease agreements for the Guard Houses
 - i. Pauma Heights Entrance - Lease Agreement with Rancho Pauma Mutual Water Company
 - ii. Pauma Valley Drive Rear Entrance - Lease Agreement with Terraces HOA
 - iii. Pauma Valley Drive Front Entrance - Lease Agreement with Pauma Valley Roadway Association

12. Discussion on Contents of a CSD Newsletter

13. Set Meeting Date and Time for GM 6 Month Review

14. Other Business

- a. Requested items for next or future agendas (Directors and Staff Only)
- b. Board comments

15. Adjournment

- a. Next Regular Meeting on September 27, 2021 at 10:00 a.m.

August 20, 2021

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

Held on July 26, 2021

Directors Present: Sam Logan, Michael Esparza, Bill Jacobs, Bill Schultz, and Jim Cipriano
Also Present: Residents Charles Mathews, Ron Krohn, General Manager Bobby
Graziano, Office Manager Amber Watkins, Administrative Assistant
Marissa Fehling

- 7.1 Call to Order: Regular Meeting was called to order at 10:00 a.m. by President Sam Logan.
- 7.2 Roll Call: Graziano took roll call.
- 7.3 Open for Public Comments: Logan stated that he understands that some may be upset that not all requested items are on the agenda. Logan expressed that he understands that there are some policies that need some refreshing and informed that they would be updated in time. Cipriano inquired on who should be contacted if he sees a violation to the "Road Access Policy". Graziano informed that the Front Gate should be contacted to dispatch Security. Cipriano expressed that he believes customers should have been informed that an increase in rates was coming and hopes this can be fixed. Cipriano mentioned that the Board's goal should be to communicate with the community. Graziano stated that when one comment is received, we should not always feel the need to react. Graziano informed that the District did give the community a 45-day notice of potential rate increases, which invited the public to get involved. Graziano added that the minutes are stored on the website and are also very informative about everything going on within the District. Esparza mentioned that we do have an opportunity to keep our community informed and share the few things we have going on and the reasoning behind it. Graziano mentioned that a discussion occurred to consider sending out a notice to the community regarding the new vehicles and it was decided not to send it out. The Board and Staff agreed with Cipriano on notifying the community on major items by mail and that a notice could be developed to highlight the progresses made.
- 7.4 Approval of Previous Minutes:
- a. Regular Meeting June 28, 2021 - Cipriano suggested that item 6.7 lines 14 and 15 were inaccurate and should reflect the inaccuracy of the transaction. Jacobs informed that a considerable amount of time was spent trying to decide what would be done with the 3 Ford Explorers. Jacobs informed that the Board officially approved the purchase of the new vehicles via the budget approval, noting that he had suggested the Tesla Model 3 during that time. Jacobs noted that according to our policy all the right decisions and correct steps were taken. Esparza informed that minutes reflect what was said, so therefore cannot be changed whether we agree or disagree on the comments made. Jacobs mentioned that he confirmed with legal counsel this morning that the budget does approve the expenditures. Mathews disagreed. Esparza stated that he believes the public should see the contract. Esparza made a motion to share the contract with the community. Logan informed he would seek legal advice on this. Motion was not seconded, therefore Esparza withdrew his motion. Graziano noted it is important to be consistent and stated he feels Cipriano is singling out this particular acquisition because they were Tesla's. Cipriano disagreed with Graziano's statement. Cipriano made a correction stating that section 6.19 Other Business, should include his request for the lease agreement cleanup between PVCSD and Pauma Valley Roadway Association. Esparza motioned to approve the Regular Meeting Minutes of June 28, 2021, with the changes requested herein, seconded by Cipriano, and unanimously adopted.
- 7.5 Financial Report:
- a. Review of BS, P&L as of 06/30/2021 - Cash Assets reflect \$1,182,205, Accounts Receivable of \$24,853 and Accounts Payable of \$47,730. Watkins noted that these financial statements are

preaudit and subject to change upon completion of the audit. Watkins informed that this was the final month in this fiscal year and noted that she has begun working with the auditor to close out the financial statements. Watkins reported that the Profit and Loss reflects the property tax revenue received which puts that item better than budget for the year. Watkins reported that \$1275 was received in June for the sales of Radio Frequency Identification Device (RFID) tags. Watkins informed that the P&L also reflected miscellaneous items needed for the new security vehicles. Watkins reported that roughly \$10,000 of the year end total for Legal fees were SGMA related. Jacobs inquired on where the income from the sale of the old Patrol vehicles were reflected; Watkins informed it would be in the next Fiscal Year. Jacobs mentioned that we did great on the budget. Graziano reported that we budget for CalPERS expenses based on the bi-weekly payroll percentage and then the accountant makes adjustments based on year end reporting from CalPERS and that is the reason the P&L shows a negative net income. Cipriano motioned to adopt the financial report as presented, seconded by Schultz, and unanimously adopted.

b. Accounts Receivable – Presented for review.

c. Fiscal year end audit – Watkins noted that the 2020-2021 Financial statements audit is scheduled for August.

7.6 Security Report:

a. Daily Activity Report - Graziano presented the Security Report. Jacobs inquired on whether unit 2's AC was working; Graziano confirmed that it is. Esparza inquired on whether the radios and frequencies were pulled out of the Explorers prior to selling them. Graziano informed that they were sold "As Is". Graziano noted that all decals on vehicles were removed right away by the purchaser. Upon a motion by Esparza, second by Cipriano and unanimous vote, the Daily Activity Report was accepted and ordered filed.

b. Gate Penalty Assessment Report - Presented for review.

7.7 Open Public Hearing on FCSA Delinquent Accounts – The public hearing on FCSA delinquent accounts was opened by Logan. Watkins presented that the report listing all parcels and amounts owed to be considered for placement on county Tax Rolls for collection.

7.8 Close Public Hearing on FCSA Delinquent Accounts – Logan closed the public hearing on the FCSA Delinquent Accounts.

7.9 Resolution 106:

a. Consider Adoption of Resolution 106 to place delinquent accounts on County Tax Rolls for collection – Cipriano motioned to adopt Resolution 106 to place the delinquent accounts as presented on County Tax Rolls for collection, seconded by Schultz and unanimously adopted.

7.10 Sewer System Management Plan (SSMP) 5 Year Update:

a. Board will consider adoption of the revised SSMP prepared by V.W. Housen & Associates – Esparza inquired on whether there are training requirements for the SSMP. Graziano informed that training is scheduled with V.W. Housen & Associates. Esparza inquired on whether the District would follow county specifications. Graziano informed that for sewer we could follow county specifications. Esparza motioned to adopt the updated Sewer System Management Plan as presented, seconded by Cipriano and unanimously adopted.

b. Weblink: <https://www.paumavalleycsd.com/sewer-system-management-plan>

- 7.11 General Manager's Report: Graziano presented the report. Jacobs gave a detailed bid analysis that was performed by himself and Graziano. He informed that the bidding process they conducted of the final three contractors and informed that they would have the bid analysis and a recommended contractor ready for presentation at the next meeting. Graziano discussed the different CalPERS Unfunded Accrued Liability (UAL) payoff options and informed that he presented a business case to the Rancho Pauma Mutual Water Company (RPMWC) Board of Directors for paying off the UAL. Graziano informed that RPMWC did not pay their portion of the fiscal years ending 2016, 2017, 2018, 2019 totaling \$97,382 and informed that this amount would be invoiced to them as it is an administrative correction. Graziano discussed taking a loan from RPMWC and noted that legal was consulted. Graziano informed that legal advises PVCSD is limited of 5% of yearly revenues with a payback period of 5 years or less. Legal provided an alternative option of selling an asset to RPMWC and buy it back over time with interest. Esparza inquired on taking the funds out of our reserves and replenish the reserves with the savings overtime. Graziano informed that was a possibility as well. Esparza inquired on how the district would cover a catastrophic emergency if the reserves are depleted. Graziano informed that PVCSD has insurance for those types of scenarios and assured that the reserves would be replenished quickly. Cipriano inquired on the 2011 agreement between PVCSD and RPMWC, stating RPMWC pays 50% of fully loaded employee costs. Graziano explained the breakdown and how they came up with 37.28% through a 5-year payroll analysis and reminded that the UAL total includes all departments, RPMWC only pays a percentage for Utility and Administrative staff. Graziano informed he will request a pay-off statement from CalPERS for some time in November. Mathews noted that although he does believe paying down the UAL debt as soon as possible is a great idea, the issue with draining down the reserves and possibility of needing the funds could put the district in a dangerous situation. Mathews suggested reaching out to a financial institution regarding a Standby Facility Note. Mathews also suggested showing on paper how the district will rebuild reserves over 5 years. Graziano informed he would map this out. Graziano suggested that RPMWC could likely serve as a Standby Facility institution if we decided to use reserves.
- 7.12 Lease Agreement – Airport Hangar Lease for Solar System:
a. The Board will consider the lease agreement with Pauma Valley Country Club for use of the club owned airplane hangar rooftop and electrical appurtenances for the installation of a solar system – Graziano explained the details of the final lease agreement. Esparza inquired on how we would monitor the usage. Graziano informed that the bill shows usage patterns, and we would investigate if needed. Cipriano questioned if Best Best & Krieger reviewed the final lease. Graziano confirmed. Cipriano inquired on whether the charging stations would be open to rate payers. Graziano informed that the idea is not to open to the public, but they will be available to the PVCC members through this lease agreement as a benefit after office hours and by appointment. Upon a motion by Logan, second by Schultz and unanimous vote, the Airport Hangar Lease for the Solar System was approved. Logan executed the document.
- 7.13 Amendment 2 to the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin:
a. The Board will consider authorizing President Logan to sign the amendment updating the basin boundary map – Graziano presented the updated basin boundary map and explained the boundary changes. Upon a motion by Cipriano, seconded by Jacobs and unanimous vote the amendment updating the basin boundary map was authorized. Logan executed the document.
- 7.14 Employee Handbook –
a. The Board will consider approving updates to the Employee Handbook – Jacobs informed that Esparza took the lead on the changes, and he reviewed the modifications. Graziano suggested having counsel review these modifications prior to adopting. Esparza explained the review

process and suggested tabling this item until legal has reviewed. Jacobs stated he feels that the Senior Security position should be a daytime position. Esparza informed that in his experience there should only be one Senior position per department. Esparza suggested having Graziano seek advice on this matter from legal. Jacobs informed that he disagrees with employees working under 20 hours a week should be not eligible for benefits. Esparza explained his views on life insurance and how employees should be enrolled in it right away.

7.15 Purchasing Policy Update:

a. The Board will consider an update to the Purchasing Policy – Esparza explained the suggested changes to the purchasing policy. Graziano stated that he would like a chance to give his input on any policies that affect his position and suggested setting up a workshop to discuss this further prior to considering approval. Esparza stated that the policies should be followed or fixed and that all the Board has good intentions for the community.

7.16 Other Business:

a. Requested items for next or future agendas (Directors and Staff Only)- None

b. Board comments- None

7.17 Adjournment:

a. Regular Meeting scheduled on August 23, 2021, at 10 a.m. – The next meeting date is scheduled for August 23, 2021, at 10:00 am. Upon a motion from Logan, second by Schultz and unanimous vote, the meeting adjourned at 12:17 pm.

Marissa Fehling

Marissa Fehling, Recording Secretary

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

Held on August 3, 2021

Directors Present: Sam Logan, Michael Esparza, Bill Jacobs, Bill Schultz, and Jim Cipriano
Also Present: Residents Charles Mathews, General Manager Bobby Graziano, Office
Manager Amber Watkins, Administrative Assistant Marissa Fehling

- 8.1 Call to Order: Special Meeting was called to order at 8:00 a.m. by President Sam Logan.
- 8.2 Roll Call: Watkins took roll call.
- 8.3 Open for Public Comments: None
- 8.4 Hangar Solar Project:
a. The Board will review the final bids on the Hangar Solar Project and consider authorizing the General Manager to award a contract – Logan thanked everyone for attending the meeting and informed that the purpose of the solar project is to save the community money by saving on electrical costs at the pump stations, treatment plant and district building. Jacobs explained the highlights of the preparation work done and explained the bidding and interview process and outcome. Jacobs explained that there were 3 contractors that we submitted bid letters to with 9 days to respond. Jacobs informed that they met with Jansing from Century Sun & Solar on July 29, 2021, and clarified specs and informed that all received reference responses were off the charts in ratings in reference to the company's installation quality, response time, and post installation customer service. After explaining each contractors review process, Jacobs made a recommendation to approve Century Sun & Solar's bid. Upon a motion by Jacobs, seconded by Logan and unanimously voted, Century Sun & Solar's bid was approved for acceptance. Cipriano inquired on if the district qualifies for any rebates, tax credits, or other incentives. Graziano informed that we are not counting on any tax credits since tax credits do not apply to tax exempt agencies. Cipriano inquired on an estimated timeline of completion for the solar project. Jacobs informed it would be around 28-29 weeks. Graziano requested authorization for permission to sign the proposal and provide the 20% down payment to initiate the project with Century Sun & Solar. Upon a motion by Esparza, seconded by Cipriano and unanimous vote, the Board approved the amendment to the initial motion to include authorization for Graziano to sign the proposal and provide the initial down payment. Esparza inquired on where this project would be paid from. Jacobs informed it would be out of the Capital Budget. Esparza commented that he was very impressed where we are with this project. Esparza recommended checking with SDG&E on how we can prepare for long period power outages. Graziano informed that we have generators that would cover the District Office, charging stations, lift stations and Wastewater Treatment Plant.
- 8.5 Capital Equipment Plan:
a. The Board will consider adopting the capital expenditure plan – Graziano explained the Capital Equipment Plan. Graziano explained how historically the district amends the previously approved CapEx. Cipriano inquired on whether the district is due for refunds from Tesla. Graziano informed we are expecting \$2,000 per vehicle in refunds. Graziano noted that the office expenditure gives him the ability to handle I.T., general facility and interior & exterior upgrades. Cipriano moved to amend the Fiscal Year 2021 CapEx schedule as presented, seconded by Esparza and unanimously adopted. Cipriano moved to amend the Fiscal Year 2022 CapEx schedule as presented, seconded by Logan and unanimously adopted.
- 8.6 Other Business:
a. Requested items for next or future agendas (Directors and Staff Only)- None
b. Board comments- None

- 8.7 Adjournment:
- a. Regular Meeting scheduled on August 23, 2021, at 10 a.m. – The next meeting date is scheduled for August 23, 2021, at 10:00 am. Upon a motion from Logan, second by Cipriano and unanimous vote, the meeting adjourned at 8:49 am.

Marissa Fehling

Marissa Fehling, Recording Secretary

PV COMMUNITY SERVICES DISTRICT

Balance Sheet ~ Pre Audit

As of July 31, 2021

Accrual Basis

	Jul 31, 21
ASSETS	
Current Assets	
Checking/Savings	
Cash	
100 □ Petty Cash	421
102 □ Checking	290,012
110 □ ResFunds/L.A.I.F.	945,037
Total Cash	1,235,469
111 □ LAIF Fair Market Value	89
Total Checking/Savings	1,235,558
Accounts Receivable	
120 □ Accounts Receivable	25,544
Total Accounts Receivable	25,544
Other Current Assets	
125 □ Due from RPMWC	26,179
140 □ Prepaid Insurance	31,449
140.6 □ PrePaid Wkrs Comp Ins	1,914
Total Other Current Assets	59,542
Total Current Assets	1,320,645
Fixed Assets	2,728,005
Other Assets	
196 □ Deferred Outflows of Resources	293,789
Total Other Assets	293,789
TOTAL ASSETS	4,342,439
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201 □ Accounts Payable	30,807
Total Accounts Payable	30,807
Other Current Liabilities	22,864
Total Current Liabilities	53,671
Long Term Liabilities	1,547,317
Total Liabilities	1,600,988
Equity	
460 □ Retained Earnings	2,664,888
Net Income	76,562
Total Equity	2,741,451
TOTAL LIABILITIES & EQUITY	4,342,439

PV COMMUNITY SERVICES DISTRICT
Profit & Loss Budget Performance
Pre Audit

	Jul 21	Budget	Jul 21	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
661 Sewer Charges	37,373	37,373	37,373	37,373	448,481
661.5 Security Patrol Charges	44,829	44,829	44,829	44,829	537,949
662 Property Tax	-10	9,583	-10	9,583	115,000
662.1 Connection Fees	0	0	0	0	0
663 Interest	-872	417	-872	417	5,000
663.1 LAIF Fair Market Value Revenue	0	0	0	0	0
664 Other	109,795	451	109,795	451	5,413
665 Security Gate Charge	35,062	35,062	35,062	35,062	420,744
666.5 RFID Tags	675	583	675	583	7,000
667 Delinquent Charges	0	0	0	0	0
668 Vacant Lot/Sewer Availability	396	396	396	396	4,752
670 Reimbursement Revenue	63		63		
Total Income	227,311	128,695	227,311	128,695	1,544,339
Gross Profit	227,311	128,695	227,311	128,695	1,544,339
Expense					
Depreciation	10,123	10,091	10,123	10,091	121,095
Dwelling Live	675	683	675	683	8,200
Electrical Utilities	4,029	3,181	4,029	3,181	22,189
Equipment Rentals	0	42	0	42	500
Group Health Ins.	6,511	7,049	6,511	7,049	84,590
Liability Insurance	3,724	3,753	3,724	3,753	45,040
Miscellaneous Expense	205	1,100	205	1,100	13,197
Office Expense	1,260	2,169	1,260	2,169	26,022
Operator Contract Services	5,500	5,500	5,500	5,500	66,000
Payroll Taxes	2,164	5,033	2,164	5,033	60,390
PERS Retirement	71,283	74,192	71,283	74,192	124,997
Repairs & Maintenance	5,641	9,723	5,641	9,723	116,682
Salaries	24,326	52,946	24,326	52,946	635,350
Security Expense	473	452	473	452	5,430
Uniforms	589	267	589	267	3,200
Vehicles	1,099	756	1,099	756	9,076
Workers' Comp. Insurance	1,576	1,577	1,576	1,577	18,920
6560 Payroll Expenses	0		0		
701 Drainage	0	833	0	833	10,000
712.1 State Maint. Fee	0	0	0	0	24,420
730 Water Tests & Analysis	553	720	553	720	8,640
815 Fees	1,010	222	1,010	222	2,666
816 Engineering	0	542	0	542	6,500
818 Schools & Meetings	596	575	596	575	6,900
819 Accounting	6,000	0	6,000	0	10,000
820 Legal	3,411	2,500	3,411	2,500	30,000
821.2 SGMA Technical Study	0	0	0	0	50,000
921 Guard Houses /Roadway Lease	2	2	2	2	2
Total Expense	150,749	183,908	150,749	183,908	1,510,006
Net Ordinary Income	76,562	-55,213	76,562	-55,213	34,333
Net Income	76,562	-55,213	76,562	-55,213	34,333

A/R Aging Summary

As of August 19, 2021

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>> 180</u>	<u>TOTAL</u>
CSD-001	0.00	-3,256.00	0.00	0.00	0.00	-3,256.00
CSD-002	0.00	0.00	0.00	0.00	-1,491.00	-1,491.00
CSD-003	0.00	-1,232.00	0.00	0.00	0.00	-1,232.00
CSD-004	0.00	-402.00	-400.00	-356.00	0.00	-1,158.00
CSD-005	0.00	0.00	-1,141.23	0.00	0.00	-1,141.23
CSD-006	0.00	0.00	0.00	-830.00	0.00	-830.00
CSD-007	0.00	-578.00	-221.00	0.00	0.00	-799.00
CSD-008	0.00	-568.00	-145.00	0.00	0.00	-713.00
CSD-009	0.00	-592.00	0.00	0.00	0.00	-592.00
CSD-010	0.00	-564.00	0.00	0.00	0.00	-564.00
CSD-011	0.00	0.00	0.00	0.00	-448.00	-448.00
CSD-012	0.00	0.00	0.00	-240.00	-108.00	-348.00
CSD-013	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-014	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-015	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-016	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-017	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-018	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-019	0.00	-296.00	0.00	0.00	0.00	-296.00
CSD-020	0.00	-295.00	0.00	0.00	0.00	-295.00
CSD-021	0.00	-289.00	0.00	0.00	0.00	-289.00
CSD-022	0.00	-289.00	0.00	0.00	0.00	-289.00
CSD-023	0.00	-289.00	0.00	0.00	0.00	-289.00
CSD-024	0.00	-289.00	0.00	0.00	0.00	-289.00
CSD-025	0.00	-282.00	0.00	0.00	0.00	-282.00
CSD-026	0.00	0.00	-275.00	0.00	0.00	-275.00
CSD-027	0.00	-258.86	0.00	0.00	0.00	-258.86
CSD-028	0.00	0.00	0.00	-229.00	0.00	-229.00
CSD-029	0.00	-202.00	0.00	0.00	0.00	-202.00
CSD-030	0.00	-202.00	0.00	0.00	0.00	-202.00
CSD-031	0.00	-196.00	0.00	0.00	0.00	-196.00
CSD-032	0.00	-73.00	0.00	0.00	0.00	-73.00
CSD-033	0.00	-10.54	0.00	0.00	0.00	-10.54
CSD-034	0.00	-10.00	0.00	0.00	0.00	-10.00
CSD-035	0.00	-4.00	0.00	0.00	0.00	-4.00
CSD-036	0.00	0.00	0.00	0.00	0.00	0.00
CSD-037	1.00	0.00	0.00	0.00	0.00	1.00
CSD-038	2.00	0.00	0.00	0.00	0.00	2.00
CSD-039	4.00	0.00	0.00	0.00	0.00	4.00
CSD-040	4.00	0.00	0.00	0.00	0.00	4.00
CSD-041	5.00	0.00	0.00	0.00	0.00	5.00
CSD-042	5.00	0.00	0.00	0.00	0.00	5.00
CSD-043	7.00	0.00	0.00	0.00	0.00	7.00
CSD-044	7.00	0.00	0.00	0.00	0.00	7.00
CSD-045	7.00	0.00	0.00	0.00	0.00	7.00

A/R Aging Summary

As of August 19, 2021

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>> 180</u>	<u>TOTAL</u>
CSD-046	7.00	0.00	0.00	0.00	0.00	7.00
CSD-047	7.00	0.00	0.00	0.00	0.00	7.00
CSD-048	7.00	0.00	0.00	0.00	0.00	7.00
CSD-049	7.00	0.00	0.00	0.00	0.00	7.00
CSD-050	10.00	0.00	0.00	0.00	0.00	10.00
CSD-051	12.00	0.00	0.00	0.00	0.00	12.00
CSD-052	12.00	0.00	0.00	0.00	0.00	12.00
CSD-053	14.00	0.00	0.00	0.00	0.00	14.00
CSD-054	14.00	0.00	0.00	0.00	0.00	14.00
CSD-055	14.00	0.00	0.00	0.00	0.00	14.00
CSD-056	14.00	0.00	0.00	0.00	0.00	14.00
CSD-057	14.00	0.00	0.00	0.00	0.00	14.00
CSD-058	14.00	0.00	0.00	0.00	0.00	14.00
CSD-059	14.00	0.00	0.00	0.00	0.00	14.00
CSD-060	14.00	0.00	0.00	0.00	0.00	14.00
CSD-061	14.00	0.00	0.00	0.00	0.00	14.00
CSD-062	14.00	0.00	0.00	0.00	0.00	14.00
CSD-063	47.24	0.00	0.00	0.00	0.00	47.24
CSD-064	60.00	0.00	0.00	0.00	0.00	60.00
CSD-065	90.00	0.00	0.00	0.00	0.00	90.00
CSD-066	194.00	0.00	0.00	0.00	0.00	194.00
CSD-067	202.00	0.00	0.00	0.00	0.00	202.00
CSD-068	202.00	0.00	0.00	0.00	0.00	202.00
CSD-069	202.00	0.00	0.00	0.00	0.00	202.00
CSD-070	202.00	0.00	0.00	0.00	0.00	202.00
CSD-071	202.00	0.00	0.00	0.00	0.00	202.00
CSD-072	202.00	0.00	0.00	0.00	0.00	202.00
CSD-073	202.00	0.00	0.00	0.00	0.00	202.00
CSD-074	202.00	0.00	0.00	0.00	0.00	202.00
CSD-075	202.00	0.00	0.00	0.00	0.00	202.00
CSD-076	202.00	0.00	0.00	0.00	0.00	202.00
CSD-077	202.00	0.00	0.00	0.00	0.00	202.00
CSD-078	202.00	0.00	0.00	0.00	0.00	202.00
CSD-079	202.00	2.00	0.00	0.00	0.00	204.00
CSD-080	202.00	2.00	0.00	0.00	0.00	204.00
CSD-081	206.00	0.00	0.00	0.00	0.00	206.00
CSD-082	224.00	0.00	0.00	0.00	0.00	224.00
CSD-083	224.00	0.00	0.00	0.00	0.00	224.00
CSD-084	295.00	0.00	0.00	0.00	0.00	295.00
CSD-085	295.90	0.00	0.00	0.00	0.00	295.90
CSD-086	296.00	0.00	0.00	0.00	0.00	296.00
CSD-087	296.00	0.00	0.00	0.00	0.00	296.00
CSD-088	296.00	0.00	0.00	0.00	0.00	296.00
CSD-089	296.00	0.00	0.00	0.00	0.00	296.00
CSD-090	296.00	0.00	0.00	0.00	0.00	296.00

A/R Aging Summary

As of August 19, 2021

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>> 180</u>	<u>TOTAL</u>
CSD-091	296.00	0.00	0.00	0.00	0.00	296.00
CSD-092	296.00	0.00	0.00	0.00	0.00	296.00
CSD-093	296.00	0.00	0.00	0.00	0.00	296.00
CSD-094	296.00	0.00	0.00	0.00	0.00	296.00
CSD-095	296.00	0.00	0.00	0.00	0.00	296.00
CSD-096	296.00	0.00	0.00	0.00	0.00	296.00
CSD-097	296.00	0.00	0.00	0.00	0.00	296.00
CSD-098	296.00	0.00	0.00	0.00	0.00	296.00
CSD-099	296.00	0.00	0.00	0.00	0.00	296.00
CSD-100	296.00	0.00	0.00	0.00	0.00	296.00
CSD-101	296.00	0.00	0.00	0.00	0.00	296.00
CSD-102	296.00	0.00	0.00	0.00	0.00	296.00
CSD-103	296.00	0.00	0.00	0.00	0.00	296.00
CSD-104	296.00	0.00	0.00	0.00	0.00	296.00
CSD-105	296.00	0.00	0.00	0.00	0.00	296.00
CSD-106	296.00	0.00	0.00	0.00	0.00	296.00
CSD-107	296.00	0.00	0.00	0.00	0.00	296.00
CSD-108	296.00	0.00	0.00	0.00	0.00	296.00
CSD-109	296.00	0.00	0.00	0.00	0.00	296.00
CSD-110	296.00	0.00	0.00	0.00	0.00	296.00
CSD-111	296.00	0.00	0.00	0.00	0.00	296.00
CSD-112	296.00	0.00	0.00	0.00	0.00	296.00
CSD-113	296.00	0.00	0.00	0.00	0.00	296.00
CSD-114	296.00	0.00	0.00	0.00	0.00	296.00
CSD-115	296.00	0.00	0.00	0.00	0.00	296.00
CSD-116	296.00	0.00	0.00	0.00	0.00	296.00
CSD-117	296.00	0.00	0.00	0.00	0.00	296.00
CSD-118	296.00	0.00	0.00	0.00	0.00	296.00
CSD-119	296.00	0.00	0.00	0.00	0.00	296.00
CSD-120	296.00	0.00	0.00	0.00	0.00	296.00
CSD-121	296.00	0.00	0.00	0.00	0.00	296.00
CSD-122	296.00	0.00	0.00	0.00	0.00	296.00
CSD-123	296.00	0.00	0.00	0.00	0.00	296.00
CSD-124	296.00	0.00	0.00	0.00	0.00	296.00
CSD-125	296.00	0.00	0.00	0.00	0.00	296.00
CSD-126	296.00	0.00	0.00	0.00	0.00	296.00
CSD-127	296.00	0.00	0.00	0.00	0.00	296.00
CSD-128	296.00	0.00	0.00	0.00	0.00	296.00
CSD-129	296.00	0.00	0.00	0.00	0.00	296.00
CSD-130	296.00	0.00	0.00	0.00	0.00	296.00
CSD-131	296.00	0.00	0.00	0.00	0.00	296.00
CSD-132	296.00	0.00	0.00	0.00	0.00	296.00
CSD-133	296.00	0.00	0.00	0.00	0.00	296.00
CSD-134	296.00	0.00	0.00	0.00	0.00	296.00
CSD-135	296.00	0.00	0.00	0.00	0.00	296.00

A/R Aging Summary

As of August 19, 2021

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>> 180</u>	<u>TOTAL</u>
CSD-136	296.00	0.00	0.00	0.00	0.00	296.00
CSD-137	296.00	0.00	0.00	0.00	0.00	296.00
CSD-138	296.00	0.00	0.00	0.00	0.00	296.00
CSD-139	296.00	0.00	0.00	0.00	0.00	296.00
CSD-140	296.00	0.00	0.00	0.00	0.00	296.00
CSD-141	296.00	0.00	0.00	0.00	0.00	296.00
CSD-142	296.00	0.00	0.00	0.00	0.00	296.00
CSD-143	296.00	0.00	0.00	0.00	0.00	296.00
CSD-144	296.00	0.00	0.00	0.00	0.00	296.00
CSD-145	296.00	0.00	0.00	0.00	0.00	296.00
CSD-146	296.00	0.00	0.00	0.00	0.00	296.00
CSD-147	296.00	0.00	0.00	0.00	0.00	296.00
CSD-148	296.00	0.00	0.00	0.00	0.00	296.00
CSD-149	296.00	0.00	0.00	0.00	0.00	296.00
CSD-150	296.00	0.00	0.00	0.00	0.00	296.00
CSD-151	296.00	0.00	0.00	0.00	0.00	296.00
CSD-152	296.00	0.00	0.00	0.00	0.00	296.00
CSD-153	296.00	0.00	0.00	0.00	0.00	296.00
CSD-154	296.00	0.00	0.00	0.00	0.00	296.00
CSD-155	296.00	0.00	0.00	0.00	0.00	296.00
CSD-156	296.00	0.00	0.00	0.00	0.00	296.00
CSD-157	296.00	0.00	0.00	0.00	0.00	296.00
CSD-158	296.00	0.00	0.00	0.00	0.00	296.00
CSD-159	296.00	0.00	0.00	0.00	0.00	296.00
CSD-160	296.00	0.00	0.00	0.00	0.00	296.00
CSD-161	296.00	0.00	0.00	0.00	0.00	296.00
CSD-162	296.00	0.00	0.00	0.00	0.00	296.00
CSD-163	296.00	0.00	0.00	0.00	0.00	296.00
CSD-164	296.00	0.00	0.00	0.00	0.00	296.00
CSD-165	296.00	0.00	0.00	0.00	0.00	296.00
CSD-166	296.00	0.00	0.00	0.00	0.00	296.00
CSD-167	296.00	0.00	0.00	0.00	0.00	296.00
CSD-168	296.00	0.00	0.00	0.00	0.00	296.00
CSD-169	296.00	0.00	0.00	0.00	0.00	296.00
CSD-170	296.00	0.00	0.00	0.00	0.00	296.00
CSD-171	296.00	0.00	0.00	0.00	0.00	296.00
CSD-172	296.00	0.00	0.00	0.00	0.00	296.00
CSD-173	296.00	0.00	0.00	0.00	0.00	296.00
CSD-174	296.00	0.00	0.00	0.00	0.00	296.00
CSD-175	296.00	7.00	0.00	0.00	0.00	303.00
CSD-176	296.00	7.00	0.00	0.00	0.00	303.00
CSD-177	296.00	7.00	0.00	0.00	0.00	303.00
CSD-178	296.00	7.00	0.00	0.00	0.00	303.00
CSD-179	296.00	7.00	0.00	0.00	0.00	303.00
CSD-180	296.00	7.00	0.00	0.00	0.00	303.00

A/R Aging Summary

As of August 19, 2021

	<u>Current</u>	<u>1 - 60</u>	<u>61 - 120</u>	<u>121 - 180</u>	<u>> 180</u>	<u>TOTAL</u>
CSD-181	296.00	7.00	0.00	0.00	0.00	303.00
CSD-182	296.00	7.00	0.00	0.00	0.00	303.00
CSD-183	296.00	7.00	0.00	0.00	0.00	303.00
CSD-184	296.00	7.00	0.00	0.00	0.00	303.00
CSD-185	296.00	7.00	0.00	0.00	0.00	303.00
CSD-186	296.00	10.00	0.00	0.00	0.00	306.00
CSD-187	308.00	0.00	0.00	0.00	0.00	308.00
CSD-188	308.00	0.00	0.00	0.00	0.00	308.00
CSD-189	308.00	0.00	0.00	0.00	0.00	308.00
CSD-190	296.00	14.99	0.00	0.00	0.00	310.99
CSD-191	320.00	0.00	0.00	0.00	0.00	320.00
CSD-192	332.00	0.00	0.00	0.00	0.00	332.00
CSD-193	202.00	202.00	0.00	0.00	0.00	404.00
CSD-194	202.00	302.00	0.00	0.00	0.00	504.00
CSD-195	296.00	289.00	0.00	0.00	0.00	585.00
CSD-196	296.00	294.00	0.00	0.00	0.00	590.00
CSD-197	296.00	296.00	0.00	0.00	0.00	592.00
CSD-198	592.00	0.00	0.00	0.00	0.00	592.00
CSD-199	296.00	296.00	0.00	0.00	0.00	592.00
CSD-200	296.00	296.00	0.00	0.00	0.00	592.00
CSD-201	296.00	296.00	0.00	0.00	0.00	592.00
CSD-202	296.00	296.00	0.00	0.00	0.00	592.00
CSD-203	206.00	407.00	0.00	0.00	0.00	613.00
CSD-204	296.00	350.00	0.00	0.00	0.00	646.00
CSD-205	673.90	0.00	0.00	0.00	0.00	673.90
CSD-206	296.00	585.00	0.00	0.00	0.00	881.00
CSD-207	296.00	585.00	0.00	0.00	0.00	881.00
CSD-208	296.00	585.00	0.00	0.00	0.00	881.00
CSD-209	966.00	0.00	0.00	0.00	0.00	966.00
CSD-210	112.00	224.00	224.00	224.00	560.07	1,344.07
CSD-211	202.00	402.00	400.00	400.00	999.99	2,403.99
CSD-212	296.00	585.00	578.00	578.00	1,444.99	3,481.99
CSD-213	296.00	585.00	578.00	578.00	1,445.00	3,482.00
CSD-214	9,224.00	25.00	0.00	0.00	0.00	9,249.00
TOTAL	<u>52,704.04</u>	<u>-4,947.41</u>	<u>-402.23</u>	<u>125.00</u>	<u>2,403.05</u>	<u>49,882.45</u>

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

SECURITY REPORT

July 15 2021 – August 15 2021

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

Vehicle Maintenance Report

We have gotten rid of our old patrol units and switched to Tesla units. They are part of the district plan to go green, and to cut down on yearly maintenance and gas costs.

- Tesla 01 (2,737) – Pass all inspection this month.
- Tesla 02 (2,133) – Pass all inspection this month.

German Colin, Vehicle Maintenance Officer

Gate Report

Cleaning and sanitary supplies continue to be coordinated and received from the District Office. We plan to keep the guardhouse stocked with available masks due to the volume of strangers that come into close contact with the Gate Attendants. The two newest gate attendants Gonzalez and Larimore continue to move through probationary periods and gain CSD experience. Our additional temporary/on-call Gate Attendant has been of great help during this busy time. All gate equipment and systems are operating normally.

Matthew Carson, Gate Supervisor

HIGHLIGHTS

- **July 15th 2021 at 2032 – Burglary Alarm.** Officer Chau responded to Sheriffs entering the community for an alarm on Wiskon Way West. The resident received a call from their alarm company and had his neighbor check on the house while he was out of town. The Sheriffs cleared the building and did not find any signs of forced entry.
- **July 16th 2021 at 0901 – Jump Start.** Officer Florez responded to a jump start on Taspas Court. Officer Florez successfully jumped the vehicle.
- **July 17th 2021 at 1120 – Resident Concern.** Officer Florez responded to a call on Womsi Road for a rabbit head on a driveway. The resident was concerned that a neighbor could've put the head there, but after inspecting the head, Officer Florez believes a coyote attacked it. Officer Florez removed and disposed of the carcass.
- **July 18th 2021 at 0745 – Public Assist.** During routine patrol, Officer Colin noticed a water pipe leak on Pauma Valley Drive. Officer Colin helped direct traffic until the water line was shut off.
- **July 20th 2021 at 1309 – Public Assist.** Officer Florez responded to a stuck box truck on Temet Drive. Green's Maintenance was on scene with a backhoe and successfully pulled the truck out of the dirt.
- **July 21st 2021 at 1523 – Resident Concern.** Officer Chau responded to a call for an individual going door to door and soliciting Solar inside the community on Luiseno Circle Drive. Officer Chau made contact with the individual and informed them that about the complaints and that it was prohibited to solicit in PVCCE. The individual stated they were finished with their appointments with clients and will head out of the community.
- **July 21st 2021 at 1930 – Medical.** Officer Torres responded to a medical call at the Country Club. A guest was unconscious, and Paramedics transported the individual to the hospital.
- **July 22nd 2021 at 2116 – Lift Assist.** Officer Colin responded to a lift assist on Pauma Valley Drive. The resident slipped in the shower and was unable to get back up. Officer Colin successfully lifted the resident and no injuries occurred.
- **July 22nd 2021 at 2329 – Traffic Collision.** During routine patrol, Officer Colin noticed a vehicle turned over on Highway 76. The driver fled, and Officer Colin stayed until Sheriffs and CalFire arrived on scene.
- **July 23rd 2021 at 0818 – Resident Concern.** During routine patrol, Officer Albert was flagged down by a resident on Womsi Road. The resident was concerned that their door has been left open a couple of times in the past week but showed no signs of forced entry. The resident stated their relative is losing cognitive function and could possibly not remember leaving the door open. Officer Albert advised the resident to block the door afterhours and possibly set up a camera. Control One has been informed for future incidences.
- **July 24th 2021 at 0953 – Snake Call.** Officer Florez responded to a call for a rattlesnake on Pauma Valley Drive. Officer Florez successfully removed and relocated the snake.

- **July 24th 2021 at 1357 – Gate Crasher.** Officer Florez responded to a gate crasher at the Back Gate. Officer Florez patrolled the community but was not able to locate any vehicles matching the description.
- **July 24th 2021 at 1432 – Resident Concern.** Officer Florez responded to a call on Womsi Road for two residents arguing with each other. Due to past history with the two, Officer Florez suggested to both parties to file a restraining order and avoid making contact within the community.
- **July 24th 2021 at 2315 – Public Assist.** Officer Chau and Officer Colin responded to a call for a guest at the Front Gate but Control One was unable to make contact with the resident on Luiseno Circle Drive to allow entry. Both Officers made contact with the resident and informed them that their guest has been waiting at the Front Gate. The guest was granted entry.
- **July 25th 2021 at 1242 – Medical.** Officer Florez responded to a medical call on Womsi Road. The resident started to feel pain in their joints and was lightheaded. Paramedics transported the individual to the hospital.
- **July 25th 2021 at 1358 – Trespassing.** Officer Florez responded to a call at the Front Gate for an ex-employee of The Country Club entering the community. Control One was not notified of the individual's termination nor was the individual added to their restricted list. The ex-employee was dropping off his significant other, who is a employee of The Country Club. Officer Florez made contact with the Assistant General Manager of The Country Club and added the former employee's name to the restricted list.
- **July 25th 2021 at 1919 – Medical.** Officer Torres responded to a medical call on Pauma Valley Drive. A resident's daughter had dropped a glass bowl and cut her hand. CalFire was on scene to clean and bandage the hand. Paramedics did not transport the individual to the hospital.
- **July 26th 2021 at 0715 – Resident Concern.** During routine patrol, Officer Colin was flagged down by a resident on Luiseno Circle Drive. The resident believed one of their guests this past weekend took their phone and car. Officer Colin assisted by lending a phone to attempt to make contact.
- **July 28th 2021 at 1451 – Resident Concern.** Officer Chau responded to a call for an individual going door to door and soliciting solar inside of the PVCCE on Luiseno Circle Drive. This individual had a prior complaint for the same reason already recorded. Officer Chau patrolled the area and the rest of the community but the vehicle matching the description was not found.
- **July 28th 2021 at 1708 – Welfare Check.** Officer Chau responded to a welfare check on Luiseno Circle Drive. The resident's daughter said she had not heard from the resident in hours and was concerned. Officer Chau made contact with the resident who stated their phone doesn't ring when a call comes in and will be calling their daughter back.
- **July 28th 2021 at 1744 – Resident Concern.** Officer Chau responded to a call for the same individual soliciting on Temet Drive. Officer Chau made contact with the individual and informed them that going door to door was still not allowed and if there is another complaint they will not be allowed back in the community.
- **July 28th 2021 at 1817 – Resident Concern.** Officer Chau responded to a call for the same individual inside Oak Tree. Officer Chau made contact with the individual who stated they did not

know it was the same community. Officer Chau informed the individual that next time they need to come back into the community, to bring a list of their clients so Control One can confirm and grant access into the community. The individual has not been back since.

- **July 28th 2021 at 2109 – Medical.** Officer Torres responded to a medical call on Wiskon Way West. The resident fell and twisted their ankle. Paramedics were on scene but did not transport the individual to the hospital.
- **August 3rd 2021 at 1608 – Public Assist.** Officer Chau responded to a call on Temet Drive for a resident locking themselves out of their house. Officer Chau and the resident were unable to find an open door or window. The resident called a locksmith.
- **August 5th 2021 at 0942 – Snake Call.** Officer Chau responded to a snake call on Pauma Valley Drive. The resident's landscaper noticed a rattlesnake outside while working. Officer Chau successfully removed and relocated the snake.
- **August 6th 2021 at 0918 – Process Server.** Officer Chau responded to a process server on Pauma Valley Drive with Adult Protective Services. Officer Chau successfully escorted the agent to and from the property with no complications.
- **August 6th 2021 at 2006 – Public Assist.** Officer Colin responded to a call for a fallen tree on Pauma Valley Drive. Officer Colin set up cones as the tree was blocking one of the traffic lanes near The Country Club.
- **August 8th 2021 at 1455 – Gate Crasher.** Officer Florez responded to a gate crasher at the Back Gate. Officer Florez patrolled the community but was not able to find any vehicles matching the description.
- **August 9th 2021 at 1127 – Snake Call.** Officer Florez responded to a call for a rattlesnake on Womsi Lane. Officer Florez successfully removed and relocated the snake.
- **August 9th 2021 at 1505 – Jump Start.** Officer Chau and Officer Florez responded to a jump start at Saint Francis Church. Both officers successfully jumped the vehicle.
- **August 11th 2021 at 1430 – Snake Call.** Officer Chau responded to a snake call at the District Office. The snake looked to be a very small gopher snake and was underneath the computers. Officer Chau successfully removed and relocated the snake.
- **August 12th 2021 at 1919 – Resident Concern.** Officer Colin responded to a call on Luiseno Circle Drive. The resident heard some noises and their dogs were barking. Officer Colin patrolled the house and surrounding areas but saw nothing out of the ordinary.
- **August 14th 2021 at 2116 – Medical.** Officer Colin responded to a medical call on Womsi Road. The resident had chest pain and high blood pressure. Paramedics transported the individual to the hospital.
- **August 15th 2021 at 1856 – Medical.** Officer Florez responded to a medical on Highway 76 near Saint Francis Church. A pedestrian walking along Highway 76 fell and broke their ankle. Paramedics transported the individual to the hospital.

RFID Entries					
Front Gate		Center Gate		Back Gate	
6,581		549		3,513	
Dispatch By Location					
Inside PVCCE	Oak Tree	School	Business Dist.	PVCC	HWY 76
29	1	0	1	1	2
Highlights by Shift Periods					
A: 2200-0600		B: 0600-1400		C: 1400-2200	
2		13		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)	4			28
Gravel Yard(GY)	2			10
Saint Francis(SF)	1		2	62
Pauma School(PS)	4			13
Pauma Building(PB)				27
Airport Hangars(AH)	3			6
Treatment Plant(TP)				25
Pauma Village(PV)				31
Residential Houses/Other			1	2

Patrol Activity				Gate Activity	
				Activity/Malfunctions	Totals
Medicals	6	Resident Concern	9		
Welfare Checks	1	Suspicious Activity		Unresponsive	7
Lift Assist	1	Noise Complaint		Will Not Close	3
Domestic Dispute		Process Server	1	False Read	2
Traffic Collisions	1	911 Hang up Call		Loss of Controls	0
Gate Runner/ Gate Crashers	2	Loose Dogs		Video Loss	3
Public Assists	5	Snake Call	4	Device Entries	10,643
Jump Start	2	Trespassing	1	Passes Issued	2,593
Notice of Violation	4	Other		Pass Entries	4,005

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

Gate Damages

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

Gate Runners

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

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

General Manager's Report

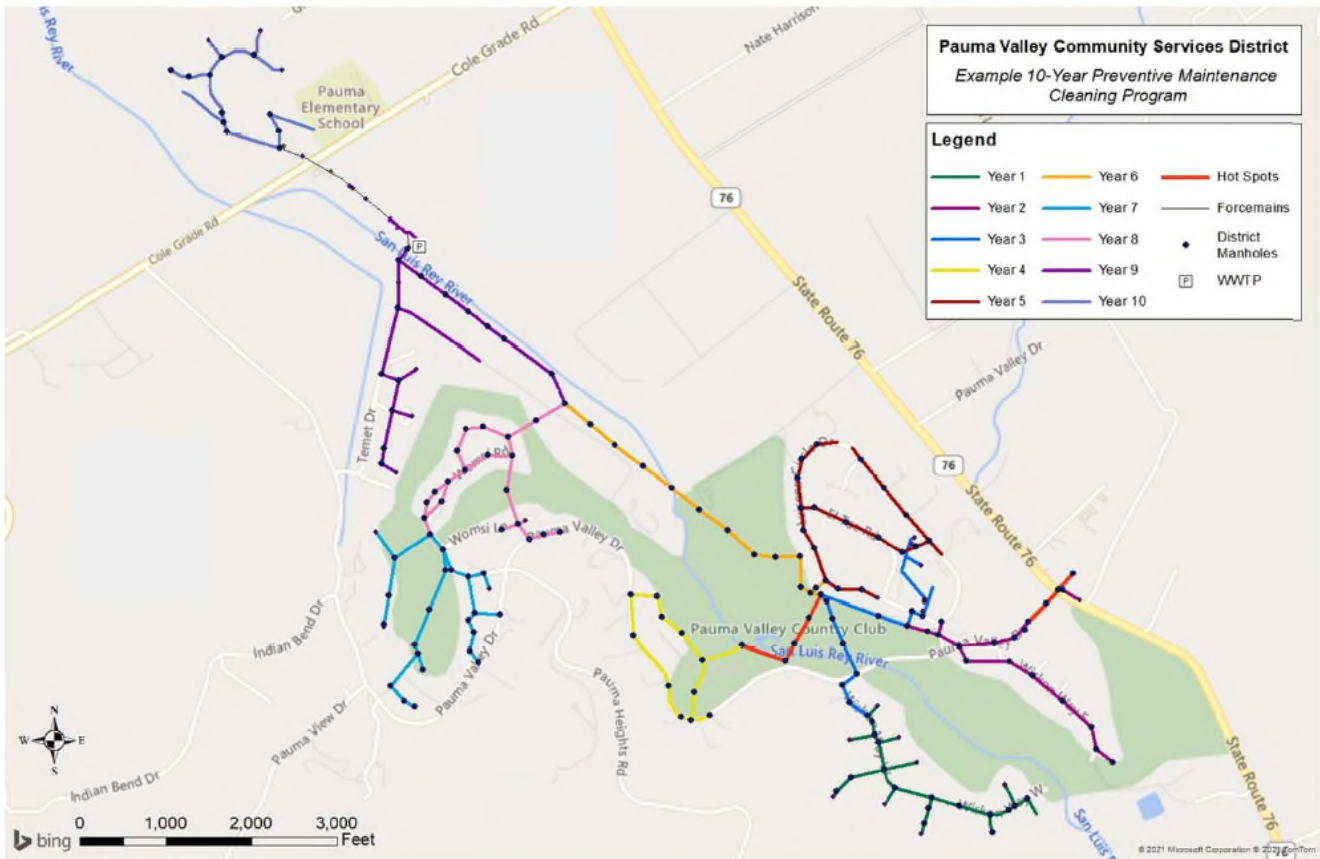
August 23, 2021

Bobby Graziano, General Manager

Sewer System

Staff underwent training on the SSMP on August 18th led by the Consultant that helped draft the 5 year update. One noteworthy item within the SSMP is the requirement to conduct a complete video inspection and cleaning (by way of jetting) of the sewer system every 10 years. The plan breaks the sewer system into 10 segments of approximately equal lengths.

Since there is no record of formal cleaning and inspection of the grid system it might be a good idea to complete a district wide cleaning and inspection to establish a baseline condition and then begin the annual inspection/cleaning of 1/10th of the district.



	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9	Y10	AVERAGE	TOTAL
TOTAL FOOTAGE	2,515	2,008	2,056	2,014	2,470	1,946	2,644	2,451	3,031	2,201	2,334	23,336
TOTAL IDF	17,552	15,935	14,717	15,540	16,007	15,765	19,090	18,934	23,580	14,396	17,152	171,515
# OF PIPES	34	24	26	20	29	23	32	31	36	24	27.9	279

Stormwater Management Systems

All infrastructure is in good condition.

Human Resources

Patrol: One patrol officer gave notice in late July. Staffed with 4, with 1 position open.

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

Utility: Fully staffed with 3.

Admin: Fully staffed with 4

Monthly Meeting with Security

Aug 18, 2021 at 8:00am. Highlights from Security Report. Upcoming training. Finding a replacement Patrol Officer.

Solar Project

At the last regular board meeting on July 26th the Board authorized President Logan to sign the Hangar Rooftop Lease Agreement with PVCC. The lease was already signed by Larry Taylor of PVCC therefore the lease is fully executed.

At a Special Meeting of the Board called on August 3rd the Board selected Century Sun and Solar as the awardee of the solar contract.

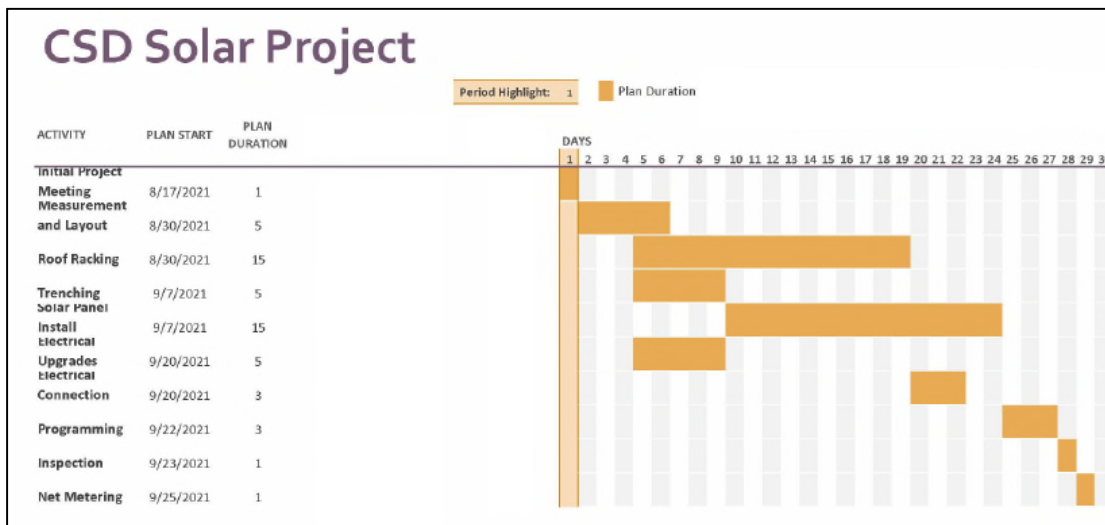
GM Graziano provided formal notice to all bidders on August 5th and signed the Century Sun and Solar proposal.

GM Graziano met with Nick Jansing of Century Sun and Solar on August 17th to review the schedule and milestone payment plan. The payment plan from Century Sun and Solar is shown below.

Date	Milestone	Amount	Check No
8/17/2021	Down payment per Proposal	\$1,000	38168
8/17/2021	20% Upon Commencement per Proposal	\$44,600	38168
	Due upon delivery of equipment	\$111,500	
	Due at installation commencement	\$44,600	
	Due upon completion	\$21,300	
		\$223,000	

Staff has contacted SDG&E to make the necessary changes to Account names. Century was provided with all Account information and pertinent CSD information to begin work.

Shown below is the schedule as provided by Century.



CalPERS Unfunded Accrued Liability Payoff Initiative

During prior meetings staff presented background information related to the Unfunded Accrued Liability (UAL). Rancho Pauma shares the burden of this employee cost and was also briefed in detail about the UAL over the last few months. Rancho Pauma’s share is 37.28%.

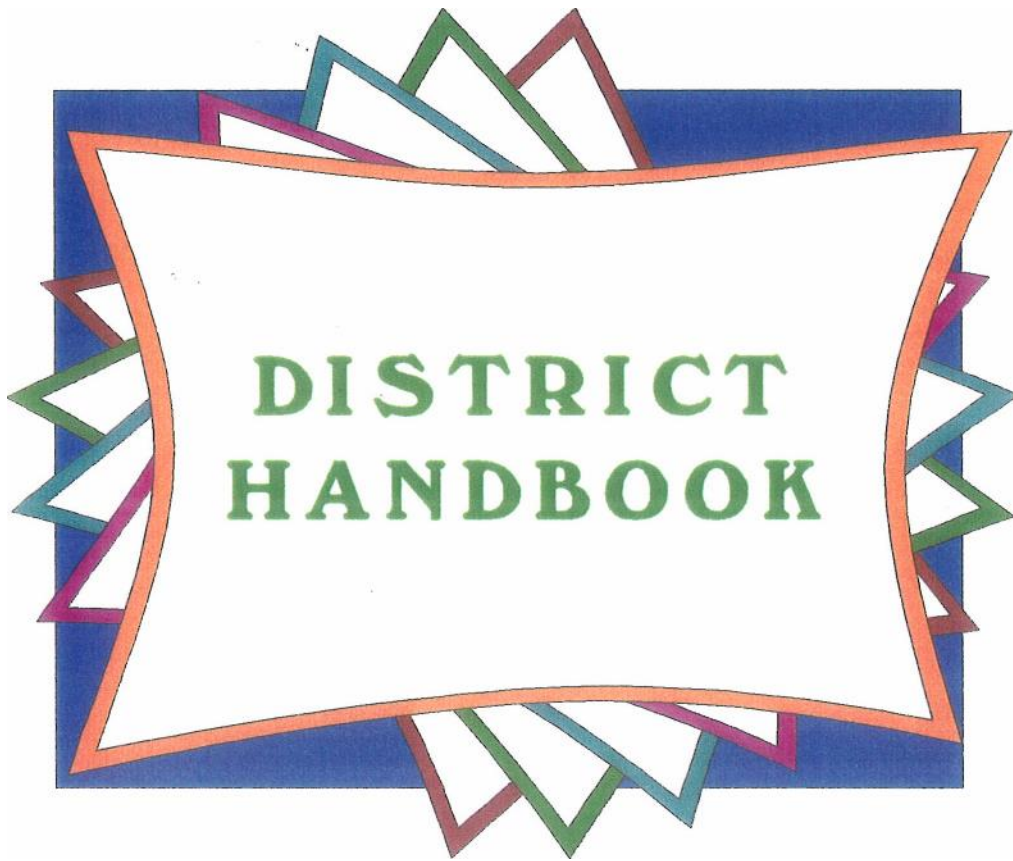
The general consensus among both Boards is to pay off the UAL and eliminate the significant interest expense being incurred by both districts. CSD is charged 7% interest on the unfunded liability which amounts to the following interest expenses based on which payment plan the district selects. CSD is currently following the 26 Year Amortization and will therefore save a substantial amount in interest expense over the term of the unfunded liability (Source: 2020 CalPERS Annual Valuation Report).

- 26 Year Amortization – \$1,188,118 in interest expense
- 15 Year Amortization – \$943,334 in interest expense
- 10 Year Amortization - \$599,669 in interest expense

Staff requested a pay off statement from CalPERS with a pay date of November 5, 2021. The payoff amount is \$1,555,103.

UAL, Nov 5, 2021 Payoff	CSD Portion	RPM Portion
\$1,555,103	\$975,360.60	\$579,742.40
	CSD	RPM
Cash Reserve as of July 31, 2021	\$1,235,469.41	\$1,719,146.64

**Pauma Valley
Community Services District**



MISSION STATEMENT

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

PURPOSE OF HANDBOOK

This Handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules, and benefits. It is designed to acquaint you with the Pauma Valley Community Services District (PVCSD) policies as quickly as possible. Accordingly, you will find it 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 performance~~ review program, shall be deemed to constitute either an express or implied promise of continuing employment. Employment with PVCSD is at-will and can be terminated by PVCSD or the employee at any time with or without cause or notice. This is the entire agreement between PVCSD and its employees regarding the term of employment. It supersedes all prior written and oral statements regarding the subjects covered in this Handbook and it cannot be modified except by a written agreement signed by the General Manager of PVCSD.

POLICY CHANGES

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

Revised June 2021

Revised March 2021

Revised July 2020

Revised July 2019

Revised April 2019

Revised July 2017

Revised April 2016

Revised December 2015

Revised July 2014

Revised August 2012

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

1. AT-WILL EMPLOYMENT

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

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

2. HARASSMENT, DISCRIMINATION, 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 Supervisor and the Utility Department Supervisor, and to contract wastewater management

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

Periodically report upon federal grant and aid programs in which the District may be eligible to participate

and, upon order of the Board, process applications on behalf of the District for such participation.

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

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

Establish and approve training requirements or activities for District employees.

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

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

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

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

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

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

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

Bring to the attention of those responsible for the technical operations of the District any matters that could require their action.

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

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, and Water Quality Data Tech and Compliance Administrator. Answer and direct telephone calls; greet and help walk-in customers; perform accounting work, including monthly invoicing, accounts receivable, accounts payable and audit activities; assist in the preparation for Board meetings; attend Board meetings regularly and record the minutes; file and maintain District records; review the water quality testing dates and results; oversee the preparation of monthly, quarterly, and annual reporting; maintain water stock certificates; perform semi-

weekly payroll and quarterly and annual required payroll reporting; maintain updated employee notifications on labor laws; maintain employee files and assist as needed with administration of benefits. Execute the onboarding process for new employees. Maintain employee and Board Member training records. Monitor all regulatory compliance for all entities. Keep the General Manager apprised on District matters. In addition, the Office Manager will be required to qualify, test, and be certified as a notary public for District business.

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 both entities websites are accurate and upload new information as it becomes available. In addition, the Administrative Assistant will be required to qualify, test, and be certified as a notary public for District business.

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

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

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, requests~~ estimates ~~personnel~~, materials and equipment requirements for assigned jobs; prepares and maintains a variety of written and computerized reports and records, worksheets, accident reports, maintenance requests, etc.; responds to questions and complaints from the public and other agencies; coordinates work with other departments and outside agencies; provides for emergency repair work as needed; evaluated~~s~~ 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/~~Wastewater Worker-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/~~Wastewater Worker II 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. To qualify for this position

the employee must have worked as a Water/ Wastewater Worker I for 3 years. During that time, the employee must achieve an average of proficient on annual Performance Reviews. Employee must possess a Wastewater Operator Grade I, Water Treatment Grade I and Water Distribution Grade 2.

b. 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

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 positions.

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/her assigned watch. In order that this responsibility be met, the Security Department Supervisor will utilize proper procedures as determined with assistance from the General Manager.

During his/her shift, the Security Department Supervisor will respond to any and all emergency assistance or other calls that may be received from the dispatcher and render such assistance as deemed necessary. The Patrol Officer on duty will advise the Security Department Supervisor of all critical responses. The Security Department Supervisor will, in-turn, notify the General Manager. The Security Department Supervisor is expected to be on-call ~~24x7x365~~ 24 hours a day, 7 days a week, 365 days a year, unless on PTO/vacation or sick leave. Further he/she will ensure 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: Senior Security Patrol Officer

Job Description:

a. Functional Statement

To perform duties under the direction of the Security Supervisor. Must have a minimum of three years working in Patrol to qualify for this position. Must also achieve an average of proficient on annual Performance Reviews during that time.

b. Duties

Under the direction and supervision of the Supervisor and in accordance with current directives, the Senior Security Patrol Officer will be responsible for the safeguarding of the lives and property of all District residents during the period of his or her assigned watch.

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

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

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

Job Title: Security Patrol Officer

Job Description:

a. Functional Statement

To perform duties under the direction of the Security Department 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, ensure the physical security of all residences, shops, utility and commercial buildings, schools, etc. within the District boundaries by making periodic inspection of those units ~~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 ensure 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, ensure that communications are maintained at all times with the dispatcher. The Security Patrol Officer shall “pass down” all necessary information to ensure clear and effective communication and notify the Security Department Supervisor of all instances that require his/her attention.

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: Senior Gate Attendant

Job Description:

a. Functional Statement

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

b. Duties

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

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

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

Job Title: Security Gate Attendant

Job Description:

c. Functional Statement

To perform duties under the direction of the Security Department Supervisor ~~and Security Senior Gate Supervisor/Attendant.~~

d. Duties

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

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~~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 the current Internal Revenue Service mileage rate per mile. This reimbursement does not apply to employees with a vehicle allowance.

6. PROFESSIONAL CERTIFICATION

All ~~applicants applying for employees vacant positions requiring certification~~ must present evidence of required certification ~~prior to employment. If the employee does not possess a valid certification needed for their position, the General Manager shall determine the appropriate timeframe to obtain the certification.~~ District policy requires copies of certificates required to meet standards based on the position held. Cost of renewal of certifications will be paid for by the District as long as employment continues.

7. WAGE POLICY

It is the goal of PVCSD that employees shall be paid fair and equitable wages which compare to prevailing rates of surrounding districts in the area using like skills. Wage rates are determined on the basis of ~~job evaluation and wage surveys~~performance reviews and the Board approved Salary Schedule ~~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 paid for a minimum of 2

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

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

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

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

8. FULL-TIME VS. PART-TIME EMPLOYMENT

Full-Time: A full-time employee is one who is regularly assigned to work 32 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~~32 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~~General Manager. 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. The General Manager will notify the employee of the probationary period at the time of hire. Employees will be evaluated prior to the end of the probationary period. 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. All forms related to discipline will be maintained in the personnel file and will be review in conjunction with the annual performance ~~evaluation~~review.

11. PERFORMANCE ~~EVALUATION~~REVIEW

All PVCSD supervisors or managers shall conduct an annual performance ~~evaluation~~review for each employee in their department. Upon completion of the evaluation the supervisor or manager will review the evaluation with the employee(s); Supervisors or managers shall then submit the signed ~~evaluation~~-forms to the General Manager for review. Performance

~~evaluations reviews~~ will be maintained in the personnel file and will be used for things such as determining pay increases, considering an employee for promotion etc.

12. 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.

13. DEPARTMENTAL TRANSFER

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

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

14. HOURS OF WORK

A. Work Shift

In a two-week period, utility personnel work a 9/80 schedule as follows 7:00 A.M. to 4:00 P.M. four (4) days a week and have every other Friday off; working Fridays have a schedule of 7:00 A.M. to 3:00 P.M. and administrative personnel work from 8:00 A.M. to 3:40:00 P.M. five (5) days per week. Security ~~Department~~ Supervisor and Patrol Officers work ten (10) hour shifts, four (4) days per week; Security Gate ~~Supervisor and~~ Attendants work eight (8) hour shifts, five (5) days per week, which enables the District to have round-the-clock security dispatch. Shifts are identified as: ‘A’ begins at 12 midnight and ends at 8:00 a.m.; ‘B’ shift begins at 8:00 a.m. and ends at 4:00 p.m.; ‘C’ shift begins at 4:00 p.m. and ends at 12 midnight. Shift hours may vary as deemed necessary by the Security Department Supervisor. Although employees may, upon hiring, work particular hours, the District does reserve the right to reassign an employee to other shifts or other hours as need arises.

B. 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.

15. OVERTIME

The around-the-clock nature of District work may make it necessary for employees to work required overtime. All overtime requires prior approval of the supervisor or manager. Overtime compensation is paid to all non-exempt employees in accordance with all applicable wage and hour laws. For those working a 40-hour work week, overtime is considered any hours worked over 8 or 10 (depending on work schedule by job classification) per day and is paid at 1.5 times the regular pay rate; the first 8 hours on the 7th consecutive day is paid at 1.5 times the regular rate of pay; any work in excess of 12 hours per day and in excess of 8 hours on the 7th consecutive day is paid at 2.0 times the regular rate of pay. PVCSD recognized holidays are paid at 2.0 times the regular rate of pay for 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.

16. 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 or manager, if possible, at least two (2) hours before the start of the shift. The supervisor or manager will advise the employee of the proper procedure to follow depending on the reason for and expected duration of the absence. All employees must contact the supervisor or manager each day they are out unless otherwise instructed. Employees who fail to notify the supervisor or manager in advance of absenteeism may be subject to disciplinary action or dismissal.

17. HOLIDAYS

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

18. 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.

19. HEALTH REIMBURSEMENT ACCOUNT BENEFITS

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

20. 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 1st of the month following the end of an employee's ninety (90) days of employment. This benefit is offered by the District at no cost to employees.

21. RETIREMENT BENEFITS

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

22. 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.

23. 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 or manager. At no point will an employee be allowed to have a negative vacation balance, so employees are encouraged to monitor their vacation balance frequently before submitting a request to their supervisor or manager.

B. Use of Vacation

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

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

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

C. Payment for Unused Vacation

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

24. SICK LEAVE

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

A. Entitlement

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

B. 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 sick leave balance.

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

C. 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.

25. BEREAVEMENT

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

26. JURY DUTY

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

27. VOTING

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

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

29. 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.

30. EXPECTATIONS FOR PVCSD PERSONNEL

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

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

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

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

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

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

An employee must be physically capable of performing work assignments.

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

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

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

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

31. FUNDAMENTAL RULES OF SAFETY

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

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

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

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

32. DRESS CODE

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

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

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

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

Security personnel expectations are located on Appendix B.

33. DRUG AND ALCOHOL POLICY

It is PVCSD's desire 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

VIOLATIONS OF DISTRICT RULES AND REGULATIONS
Theft
Reporting for shift under the influence of alcohol or illegal drugs, including prescription drugs without a valid prescription, or using the above while on duty.
Falsifying official documents, logs, records, reports, etc.
Sleeping while on duty.
Utilizing District property for personal business.
Leaving early without supervisor authorization.
Refusal or failure to perform work assigned, or to comply with supervisor's instructions.
Possession of any alcoholic beverage on District property.
Possession of illegal drugs, including legal prescriptions drugs without a valid prescription.
Carelessness in the performance of duty.
Excessive tardiness or absenteeism.
Failure to notify supervisor when unable to report for work.
Use or possession of any un-authorized weapon.

* 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-June 278, 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 Department 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 Department Supervisor: _____

General Manager: _____

DISCUSSION PAPER FOR RESTATEMENT OF THE
PROCUREMENT & PURCHASING POLICY
OF THE
PAUMA VALLEY COMMUNITY SERVICES DISTRICT

Under Gov. Code #61040, the stated purpose of a District's Board of Directors is to ***govern*** its District. Further, the Board's primary activity is to develop, maintain, revise, and enforce the District's policies.** These policies are to be invariably followed** and implemented by the District's staff.***

The existing "Purchasing Policy" of PVCSD was created in 2009. In an effort to more effectively utilize current practices and procedures in procuring goods and services which represent the best value to District constituents, a revised, updated policy is recommended.

It is therefore proposed that the existing "Purchasing Policy" be restated to:

1. Create a "Procurement & Purchasing Policy" for PVCSD.
2. Add clarity of authority and accountability for purchasing activities.
3. Ensure the Board's fiscal oversight and financial controls.
4. Remain consistent with California CSD policy guidelines.
5. Articulate sole source and bidding exceptions.
6. Create practices and procedures for "Emergency" situations.

SOURCES:

1. Government Codes 61002, 61040*, and 61051***.
2. PVCSD "Purpose of Board Policies"***
3. California Special Districts Association Headquarters.
4. San Diego Chap. of CSDA (50 members).
5. Special District Leadership Academy Conference*



Pauma Valley Community Services District
Administrative Procedures and Rules

04/28/09

PROCUREMENT & PURCHASING POLICY

Revision Date:
08/23/21

It is the policy of the District to procure required goods and services commensurate with acceptable quality, best value and at the lowest possible cost. Best value is determined by evaluating many factors including but not limited to price, delivery capabilities, quality, past performance, training, financial stability, service capabilities, warranty, ease of ordering payment, and the fulfillment of our specification(s). The District's Procurement and Purchasing Policy is intended to be consistent with the Generally Accepted Accounting Principles.

This Procurement and Purchasing Policy establishes practices and procedures for acquiring services, materials, equipment, supplies, and for public works projects, pursuant to California Government Code Section 54201 et seq. California Government Code Section 54202 requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies, materials, and equipment.

1. Procurement and Purchasing Authorization
 - A. The General Manager has the signing authority and responsibility for all purchases made by employees of the District.
 - B. Procurement and purchasing must be made utilizing the current approved budget. Exceptions would require prior Board approval.
 - C. The General Manager may authorize his/her designee to purchase goods and services costing up to \$5,000.
 - D. The General Manager has the authority to purchase items or services costing up to \$25,000.
 - a. Procurement and purchases of five-thousand dollars (\$5,000) up to \$25,000 require two or more competitive quotes/bids prior to selecting a supplier or service.
 - b. These purchases will require signatures consisting of two of the following in preferred order: General Manager, Treasurer, Office Manager, or President of the Board.
 - E. The General Manager has the authority to purchase items or services costing greater than \$25,000, with prior Board review and approval.
 - a. Three or more written bid quotations will be solicited from reputable suppliers with good business reviews.
 - b. The Board will review the written bids and the bid analysis at a public meeting before approving purchases greater than \$25,000.

- c. These purchases will require signatures consisting of two of the following in preferred order: General Manager and the Treasurer or President of the Board.
 - d. A holdback of ten percent (10%) of the awarded contract and/or a Bond may be required until the General Manager is fully satisfied that the procurement has met our specifications.
- F. During temporary absences of the General Manager, the authority to implement the provisions of this policy may be transferred to a District staff member so authorized by the Board.

2. Sole Source and Bidding Exceptions

- a. Under Government Code §§4525 et seq., architectural, landscape architectural, engineering, environmental, land surveying and construction project management services may be procured without engaging in the bidding process. In such cases, the procurement shall be based upon the demonstrated competence and qualifications of the individual or firm for the services to be provided and the price of the services must be fair and reasonable to the District.
- b. District standardized items may be purchased without bids when the procurement is only available from one source, supplier, or original manufacturer.
- c. All "Sole Source" purchases over twenty-five thousand dollars (\$25,000) requires prior approval of the District Board.
- d. Sole-source vendors, quotation and bid requirements of twenty-five thousand (\$25,000) or less may be waived by the General Manager when in his/her judgment the District will be getting the "Best Value" for the District.
- e. A Sole-source vendors, quotation and bid requirements more than twenty-five thousand (\$25,000) may be waived upon written recommendation from the General Manager and approval of the Board of Directors. Such determination shall be based on "Best Value" for the District.
- f. The District may participate in cooperative purchasing endeavors with other public agencies for any procurements and purchasing.

3. Vehicle Purchases

- A. Vehicles may be purchased with prior approval of the Board.
- B. The General Manager shall consider the State's Vehicle Procurement Program but may purchase vehicles from local sources or on-line, using best price comparisons.

4. Emergency or Exigent Purchasing, Repairs, Services, and/or Contracting

- A. For the purposes of this section, the term "Emergency" shall mean any event that immediately impacts the health and safety of the public or environment and that by delaying action will result in substantial harm or damage to individuals, property, or the environment.
- B. Nothing in the policy shall prevent the General Manager of the District from ordering any action necessary and appropriate to respond to sudden, unexpected occurrences that pose a clear and

imminent danger requiring immediate action to prevent, or mitigate the loss or impairment of life, health, property, and essential public services.

- C. The authority to declare a local emergency, including but not limited to emergencies described in California Government Code 8558, and 54956.5 and Public Contract code 1102 resides with the Board of Directors.
- D. A four-fifths Board vote is required to declare an emergency.
- E. When urgent circumstances preclude taking the time for a regular or emergency Board meeting, the General Manager may declare the existence of an emergency subject to ratification of the Board at a future meeting. In such cases, the General Manager, at his/her discretion, may take any necessary and immediate actions required to mitigate the related crisis. (Public Contract Code 22035)
- F. Best practices shall be followed, but the bidding process, terms and conditions listed in item 1 and 2 above do not apply in an "Emergency". (Public Contract Code 22050)
- G. The Board shall retroactively review all actions taken in response to an emergency pursuant to Public Contract Code 22050.
- H. By resolution, the Board shall determine and declare when the emergency declaration is over.

Summary:

\$0-\$5,000	GM or Office Manager	If in budget	No Bids/Best Value
>\$5,000-\$25,000	GM	No Board review, if in budget	2 price quotes/Bids
>\$25,000 +	GM	Prior Board review and approval	3 written bids

LEASE AGREEMENTS (As Edited by BB&K))

THERE IS A NEED TO CLEAN-UP LEASE AGREEMENT IRREGULARITIES WHICH HAVE EXISTED FOR YEARS. FOR EXAMPLE, THERE IS A 2009 LEASE AGREEMENT BETWEEN PVCSD and PVRA STATING "ROADWAY LEASES TO CSD 3 GATEHOUSE STRUCTURES." YET, THERE IS NO EVIDENCE PVRA HAS EVER OWNED THESE **STRUCTURES**.

1. New Lease Agreement between CSD and RPM would "clean-up" the inaccurate 2009 document and provide for CSD's use of the real property, commonly known as the Pauma Heights entry, including the guard house structure located at the access gate. APNs state that RPM has always owned this property.
2. New Lease Agreement between CSD and PVRA for highway 76 guardhouse would "clean-up" the 2009 Lease Agreement and provide for CSD's use of the "real property commonly known as the Highway 76 front entry, including the guardhouse structure located at the access gate." PVRA has always believed that, because the guardhouse was built on land owned by PVRA, it owned the physical structure.
3. New Lease Agreement between CSD and Terraces HOA for rear guard house would "clean-up" the 2009 Lease Agreement and stipulate both ownership and maintenance responsibilities. *Note also that in 1990, CSD and PVRA entered into a Lease Agreement whereby "PVRA, as Lessor, leases to CSD, as Lessee, the 2 guardhouse structures located on Pauma Valley Dr."* This conflicts with the 2004 lease agreement between Terraces HOA (Lessor) and CSD as Lessee. The 1990 lease agreement between PVRA and CSD is invalid because Roadway never owned the back gate. The 2004 Lease Agreement between Terraces and CSD could stand, except it only mentions the structure and not maintenance of the ground area.

Pauma Heights Entrance
LEASE AGREEMENT

1. THE PARTIES – This Lease Agreement is made this 1st day of May, 2021, by and between the RANCHO PAUMA MUTUAL WATER CO. ("Lessor"), a California corporation, and PAUMA VALLEY COMMUNITY SERVICES DISTRICT ("Lessee"), a California public agency. Lessor hereby leases to Lessee rights of use of the real property located in the County of San Diego, commonly known as the Pauma Heights entry, including the guard house structure located at the access gate ("the Premises"), as depicted on Exhibit A attached hereto, on the following terms and conditions ("the Lease").
2. TERM - The term of the Lease shall be ninety-nine (99) years, commencing as of the date first herein fore written and ending on the same date in May 2120; provided, however, that the term of this Lease shall end automatically in the event Lessee notifies Lessor in writing of its intention to abandon use of the guard house or in the event Lessee fails to use the guard house for ninety (90) consecutive days.
3. USE - Lessee shall have the right to use the Premises for the purpose of monitoring and/or controlling access to Pauma Valley Country Club Estates via Pauma Heights. Lessee shall have the further right to install and maintain, at its expense, electronically operated gates at or near the guard house and Lessor hereby grants to Lessee, for the term of this Lease, a license over, under and upon said Pauma Heights to install, maintain and operate such gates and all necessary support equipment such as telephone, audio and video conduits, wires and equipment, including electronic detection devices.
4. RENT - Lessee agrees to pay Lessor as rent for the use of said Premises, and Lessor agrees to accept, the annual sum of \$1.00 payable in advance on the first day of the term of this lease and on each anniversary of the commencement of the term of this Lease, until the term ends as provided herein. Lessor waives any deposit right; there is no deposit required of the Lessee under the Lease.
5. CONDITION OF PREMISES - Lessee acknowledges that it has examined the Premises as well as all buildings and improvements located on Premises and that they are all, at the date of the Lease, in good order, repair, and in safe and clean condition.
6. MAINTENANCE AND ALTERATIONS - Lessee shall maintain the Premises in good condition and repair during the term of this Lease; provided, that Lessee shall not be responsible for maintaining any landscaping. Lessee shall make no alterations to the Premises nor construct any building or other improvements on the Premises without first having obtained written consent of the Lessor. All alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee, other than trade fixtures or movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration or sooner termination of the Lease. Nothing contained in this section, however, shall authorize Lessee to make or place any such alterations, changes, or improvements on the Premises without having first obtained the written consent of Lessor.

Pauma Heights Entrance
LEASE AGREEMENT

7. DESTRUCTION OF THE PREMISES - Should any building or improvement on the Premises be damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of Lessee or any person in or about the Premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at its own cost, and the rent payable by Lessee shall be abated to the extent such damage renders the Premises uninhabitable by Lessee. Should the cost of repairing or restoring anything so damaged or destroyed exceed fifty percent (50%) of the replacement cost of the building and improvements now located at the Premises, Lessor may, at its option, either repair and restore the damage, or cancel the Lease and return any unearned rent previously paid under the Lease by Lessee.

7. ASSIGNMENT - Lessee shall not assign the Lease or sublet the Premises or any interest therein without the written consent of Lessor first had and obtained. A consent by Lessor to one assignment or sublet shall not be deemed to be a consent to any subsequent assignment or sublet. An assignment or sublet without the written consent of Lessor, or an assignment or sublet by operation of law, shall be void and shall, at the option of the Lessor, terminate the Lease. Lessor's consent will not unreasonably be withheld.

8. INSURANCE -Lessee hereby guarantees that it will establish, and continue to maintain uninterrupted throughout the entire term of the Lease, a policy of public and professional liability and property damage insurance with a general aggregate coverage of not less than \$1,000,000.00 ("the Policy"). The Policy shall insure against all liability of Lessee, its officers, employees, and/or representatives arising out of or in connection with Lessee's use of the Premises, including but not limited to, occupancy of the guardhouse, or the installation, maintenance and operation of the controlled access gates. Lessee also shall maintain, at its expense, standard fire insurance and extended coverage against loss of or damage to the Premises, including but not limited to the guard house and controlled access gates thereon. Said policies of public and professional liability and fire insurance shall also include the addition of Lessor as a named insured.

9. INDEMNITY - Lessee agrees to indemnify and hold harmless Lessor from and against all claims arising from Lessee's use, occupancy and/or maintenance of the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein, or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of the Lease, or arising from any negligence of Lessee, or any of Lessee's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the claim at Lessee's expense. Lessee, as a material part of the consideration to Lessor, assumes all risk of damage to property or injury to persons in, upon or about the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein to Lessor.

Pauma Heights Entrance
LEASE AGREEMENT

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

Pauma Heights Entrance
LEASE AGREEMENT

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

RANCHO PAUMA MUTUAL WATER COMPANY

By _____
President

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

By _____
President

Pauma Heights Entrance
LEASE AGREEMENT

EXHIBIT A

Depiction of Premises

Pauma Heights Entrance



Pauma Valley Drive Rear Entrance
LEASE AGREEMENT (TERRACES HOA+PVCSD)

1. THE PARTIES – This Lease Agreement is made this 1st day of May, 2021, by and between the PAUMA VALLEY COUNTRY CLUB TERRACES ASSOCIATION ("Lessor"), a California corporation, and PAUMA VALLEY COMMUNITY SERVICES DISTRICT ("Lessee"), a California public agency. Lessor hereby leases to Lessee rights of use of the real property located in the County of San Diego, commonly known as the terminal end of West Pauma Valley Drive, including the guard house structure located at the access gate ("the Premises"), on the following terms and conditions ("the Lease").
2. TERM - The term of the Lease shall be ninety-nine (99) years, commencing as of the date first herein fore written and ending on the same date in May 2120; provided, however, that the term of this lease shall end automatically in the event Lessee notifies Lessor in writing of its intention to abandon use of the guard house or in the event Lessee fails to use the guard house for ninety (90) consecutive days.
3. USE - Lessee shall have the right to use the Premises for the purpose of monitoring and/or controlling access to Pauma Valley Country Club Estates via Pauma Valley Drive. Lessee shall have the further right to install and maintain, at its expense, electronically operated gates at or near the guard house and Lessor hereby grants to Lessee, for the term of this Lease, a license over, under and upon said West Pauma Valley Drive to install, maintain and operate such gates and all necessary support equipment such as telephone, audio and video conduits, wires and equipment, including electronic detection devices.
4. RENT - Lessee agrees to pay Lessor as rent for the use of said guard house and in consideration for said license, and Lessor agrees to accept, the annual sum of \$1.00 payable in advance on the first day of the term of this lease and on each anniversary of the commencement of the term of this lease, until the term ends as provided herein. Lessor waives any deposit right; there is no deposit required of the Lessee under the Lease.
5. CONDITION OF PREMISES - Lessee acknowledges that it has examined the Premises as well as all buildings and improvements located on Premises and that they are all, at the date of the Lease, in good order, repair, and in safe and clean condition.
6. MAINTENANCE AND ALTERATIONS - Lessee shall maintain the guard house in good condition and repair during the term of this Lease; provided, that Lessee shall have no responsibility to maintain any landscaping. Lessee shall make no alterations to the Premises nor construct any building or other improvements on the Premises without first having obtained written consent of the Lessor. All alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee, other than trade fixtures or movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration or sooner termination of the Lease. Nothing contained in this section, however, shall authorize Lessee to make or place any such alterations, changes, or improvements on the Premises without having first obtained the written consent of Lessor. Lessee shall maintain the guardhouse in good condition

Pauma Valley Drive Rear Entrance
LEASE AGREEMENT (TERRACES HOA+PVCSD)

and repair during the term of the Lease provided, however, that Lessee shall not have any responsibility to maintain landscaping.

7. DESTRUCTION OF THE PREMISES - Should any building or improvement on the Premises be damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of Lessee or any person in or about the Premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at its own cost, and the rent payable by Lessee shall be abated to the extent such damage renders the Premises uninhabitable by Lessee. Should the cost of repairing or restoring anything so damaged or destroyed exceed fifty percent (50%) of the replacement cost of the building and improvements now located at the Premises, Lessor may, at its option, either repair and restore the damage, or cancel the Lease and return any unearned rent previously paid under the Lease by Lessee.
8. ASSIGNMENT - Lessee shall not assign the Lease or sublet the Premises or any interest therein without the written consent of Lessor first had and obtained. A consent by Lessor to one assignment or sublet shall not be deemed to be a consent to any subsequent assignment or sublet. An assignment or sublet without the written consent of Lessor, or an assignment or sublet by operation of law, shall be void and shall, at the option of the Lessor, terminate the Lease. Lessor's consent will not unreasonably be withheld.
9. INSURANCE -Lessee hereby guarantees that it will establish, and continue to maintain uninterrupted throughout the entire term of the Lease, a policy of public and professional liability and property damage insurance with a general aggregate coverage of not less than \$1,000,000.00 ("the Policy"). The Policy shall insure against all liability of Lessee, its officers, employees, and/or representatives arising out of or in connection with Lessee's use of the Premises, including but not limited to, occupancy of the guardhouse, or the installation, maintenance and operation of the controlled access gates. Lessee also shall maintain, at its expense, standard fire insurance and extended coverage against loss of or damage to the Premises, including but not limited to the guard house and controlled access gates thereon. Said policies of public and professional liability and fire insurance shall also include the addition of Lessor as a named insured.
10. INDEMNITY - Lessee agrees to indemnify and hold harmless Lessor from and against all claims arising from Lessee's use, occupancy and/or maintenance of the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein, or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of the Lease, or arising from any negligence of Lessee, or any of Lessee's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the claim at Lessee's expense. Lessee, as a material part of the consideration to Lessor, assumes all risk of damage to

Pauma Valley Drive Rear Entrance
LEASE AGREEMENT (TERRACES HOA+PVCSD)

property or injury to persons in, upon or about the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein to Lessor.

11. SUBORDINATION OF LEASE – The Lease and Lessee’s leasehold interest under the Lease are and shall be subject, subordinate, and inferior to any lien or encumbrances now or hereafter placed on the Premises by Lessor, to all advances made under such lien or encumbrances, and to any and all renewals and extensions of such liens or encumbrances.
12. NOTICES – Any and all notice or other communication required or permitted by the Lease to be served on or given to either party to the Lease shall be in writing and shall, except as otherwise required by law or the Lease, be deemed duly served and given when personally delivered to any of the parties to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at 33129 Cole Grade Road, Pauma Valley, California 92061 or to Lessor at P.O. Box 556, Pauma Valley, California 92061. Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided for in this section.
13. ATTORNEY’S FEES AND COSTS – Should any litigation be commenced between the parties to the Lease concerning the Premises, the Lease, or the rights and duties of either in relation thereto, the party, Lessee or Lessor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as for attorney’s fees and costs in such litigation.
14. SOLE AND ONLY AGREEMENT – Lessee and Lessor agree that this instrument contains the sole and only agreement between them concerning the Premises and correctly sets forth their respective rights and obligations to each other concerning the Premises as of its date. Any agreement or representation respecting the Premises or the duties of either Lessor or Lessee in relation thereto not expressly set forth in the instrument is null and void.

Pauma Valley Drive Rear Entrance
LEASE AGREEMENT (TERRACES HOA+PVCSD)

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

PAUMA VALLEY COUNTRY CLUB TERRACES ASSOCIATION

By _____
President

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

By _____
President

Pauma Valley Drive Rear Entrance
LEASE AGREEMENT (TERRACES HOA+PVCSD)

EXHIBIT A

Depiction of Premises

Pauma Valley Drive Rear Entrance



Pauma Valley Drive Front Entrance
LEASE AGREEMENT

1. THE PARTIES – This Lease Agreement is made this 1st day of May, 2021, by and between the PAUMA VALLEY ROADWAY ASSOCIATION ("Lessor"), a California corporation, and PAUMA VALLEY COMMUNITY SERVICES DISTRICT ("Lessee"), a California public agency. Lessor hereby leases to Lessee rights of use of the real property located in the County of San Diego, commonly known as the highway 76 / Pauma Valley Drive front entry, including the guard house structure located at the access gate ("the Premises"), on the following terms and conditions ("the Lease").
2. TERM - The term of the Lease shall be ninety-nine (99) years, commencing as of the date first herein fore written and ending on the same date in May 2120; provided, however, that the term of this lease shall end automatically in the event Lessee notifies Lessor in writing of its intention to abandon use of the guard house or in the event Lessee fails to use the guard house for ninety (90) consecutive days.
3. USE - Lessee shall have the right to use the Premises for the purpose of monitoring and/or controlling access to Pauma Valley Country Club Estates via Pauma Valley Drive. Lessee shall have the further right to install and maintain, at its expense, electronically operated gates at or near the guard house and Lessor hereby grants to Lessee, for the term of this Lease, a license over, under and upon said Pauma Valley Drive to install, maintain and operate such gates and all necessary support equipment such as telephone, audio and video conduits, wires and equipment, including electronic detection devices.
4. RENT - Lessee agrees to pay Lessor as rent for the use of said guard house and in consideration for said license, and Lessor agrees to accept, the annual sum of \$1.00 payable in advance on the first day of the term of this lease and on each anniversary of the commencement of the term of this lease, until the term ends as provided herein. Lessor waives any deposit right; there is no deposit required of the Lessee under the Lease.
5. CONDITION OF PREMISES - Lessee acknowledges that it has examined the Premises as well as all buildings and improvements located on Premises and that they are all, at the date of the Lease, in good order, repair, and in safe and clean condition.
6. MAINTENANCE AND ALTERATIONS - Lessee shall maintain the guard house in good condition and repair during the term of this Lease; provided, however, that Lessee shall not have any responsibility to maintain landscaping. Lessee shall make no alterations to the Premises nor construct any building or other improvements on the Premises without first having obtained written consent of the Lessor. All alterations, changes, and improvements built, constructed, or placed on the Premises by Lessee, other than trade fixtures or movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration or sooner termination of the Lease. Nothing contained in this section, however, shall authorize Lessee to make or place any such alterations, changes, or improvements on the Premises without having first obtained the written consent of Lessor.

Pauma Valley Drive Front Entrance
LEASE AGREEMENT

7. DESTRUCTION OF THE PREMISES - Should any building or improvement on the Premises be damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of Lessee or any person in or about the Premises with the express or implied consent of Lessee, they shall be repaired or replaced by Lessor at its own cost, and the rent payable by Lessee shall be abated to the extent such damage renders the Premises uninhabitable by Lessee. Should the cost of repairing or restoring anything so damaged or destroyed exceed fifty percent (50%) of the replacement cost of the building and improvements now located at the Premises, Lessor may, at its option, either repair and restore the damage, or cancel the Lease and return any unearned rent previously paid under the Lease by Lessee.
8. ASSIGNMENT - Lessee shall not assign the Lease or sublet the Premises or any interest therein without the written consent of Lessor first had and obtained. A consent by Lessor to one assignment or sublet shall not be deemed to be a consent to any subsequent assignment or sublet. An assignment or sublet without the written consent of Lessor, or an assignment or sublet by operation of law, shall be void and shall, at the option of the Lessor, terminate the Lease. Lessor's consent will not unreasonably be withheld.
9. INSURANCE - Lessee hereby guarantees that it will establish, and continue to maintain uninterrupted throughout the entire term of the Lease, a policy of public and professional liability and property damage insurance with a general aggregate coverage of not less than \$1,000,000.00 ("the Policy"). The Policy shall insure against all liability of Lessee, its officers, employees, and/or representatives arising out of or in connection with Lessee's use of the Premises, including but not limited to, occupancy of the guardhouse, or the installation, maintenance and operation of the controlled access gates. Lessee also shall maintain, at its expense, standard fire insurance and extended coverage against loss of or damage to the Premises, including but not limited to the guard house and controlled access gates thereon. Said policies of public and professional liability and fire insurance shall also include the addition of Lessor as a named insured.
10. INDEMNITY - Lessee agrees to indemnify and hold harmless Lessor from and against all claims arising from Lessee's use, occupancy and/or maintenance of the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein, or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein, and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of the Lease, or arising from any negligence of Lessee, or any of Lessee's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the claim at Lessee's expense. Lessee, as a material part of the consideration to Lessor, assumes all risk of damage to property or injury to persons in, upon or about the Premises, including but not limited to the guard house and controlled access gates thereon, and the license granted herein to Lessor.

Pauma Valley Drive Front Entrance
LEASE AGREEMENT

11. SUBORDINATION OF LEASE – The Lease and Lessee’s leasehold interest under the Lease are and shall be subject, subordinate, and inferior to any lien or encumbrances now or hereafter placed on the Premised by Lessor, to all advances made under such lien or encumbrances, and to any and all renewals and extensions of such liens or encumbrances.
12. NOTICES – Any and all notice or other communication required or permitted by the Lease to be served on or given to either party to the Lease shall be in writing and shall, except as otherwise required by law or the Lease, be deemed duly served and given when personally delivered to any of the parties to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at 33129 Cole Grade Road, Pauma Valley, California 92061 or to Lessor at 16496 Bernardo Center Drive, Suite 100, San Diego, California 92128. Either party may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided for in this section.
13. ATTORNEY’S FEES AND COSTS – Should any litigation be commenced between the parties to the Lease concerning the Premises, the Lease, or the rights and duties of either in relation thereto, the party, Lessee or Lessor, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as for attorney’s fees and costs in such litigation.
14. SOLE AND ONLY AGREEMENT – Lessee and Lessor agree that this instrument contains the sole and only agreement between them concerning the Premises and correctly sets forth their respective rights and obligations to each other concerning the Premises as of its date. Any agreement or representation respecting the Premises or the duties of either Lessor or Lessee in relation thereto not expressly set forth in the instrument is null and void.

Pauma Valley Drive Front Entrance
LEASE AGREEMENT

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

PAUMA VALLEY ROADWAY ASSOCIATION

By _____
President

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

By _____
President

Pauma Valley Drive Front Entrance
LEASE AGREEMENT

EXHIBIT A

Depiction of Premises

Pauma Valley Drive Front Entrance

