#### PAUMA VALLEY COMMUNITY SERVICES DISTRICT

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

#### **NOTICE OF SPECIAL MEETING**

**DATE:** Thursday, October 5<sup>th</sup>, 2023

TIME: 2:00 PM – Open Session

**VENUE:** Robert Trent Jones Room, Pauma Valley Country Club

15835 Pauma Valley Drive, Pauma Valley, CA 92061

#### **Pauma Valley Community Services District Mission**

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

#### **AGENDA**

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

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

#### -- CONSENT ITEMS --

**Items 5-11** appearing on the Consent Calendar may be voted on by a single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors, or the public, requests removal prior to a vote on a motion to approve the items. Such items removed will be considered separately for action by the Board.

#### 5. Minutes of the Regular Board Meeting of July 24, 2023

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on July 24, 2023.

#### Staff Recommendation:

Approve and file the July 24, 2023, PVCSD Board of Directors Meeting Minutes.

#### 6. Minutes of the Special Board Meeting of August 7, 2023

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on August 7, 2023.

#### Staff Recommendation:

Approve and file the August 7, 2023, PVCSD Board of Directors Meeting Minutes.

#### 7. Minutes of the Special Board Meeting of August 28, 2023

The minutes are the permanent record of the Pauma Valley Community Services District (PVCSD) Board of Directors meeting held on August 28, 2023.

#### **Staff Recommendation:**

Approve and file the August 28, 2023, PVCSD Board of Directors Meeting Minutes.

#### 8. Review of Balance Sheet, Revenue and Expense for the months of July and August 2023

These reports disclose PVCSD financial statements for the months of July and August 2023.

#### Staff Recommendation:

Receive and file the PVCSD Financial Statements for the month of July and August 2023.

#### 9. Accounts Receivable Reports for July and August 2023

This report discloses PVCSD Accounts Receivable for the months of July and August 2023.

#### Staff Recommendation:

Receive and file the PVCSD Accounts Receivable Reports for the months of July and August 2023.

#### 10. Professional Services Agreement between PVCSD and Water Quality Specialists

This is a copy of the executed agreement between the District and Water Quality Specialists.

#### Staff Recommendation:

Receive and file the executed agreement between the District and Water Quality Specialists.

#### 11. PVCSD Security Reports

This report discloses security and gate activity for the months of July and August 2023.

#### **Staff Recommendation:**

Receive and file the PVCSD Security Report for the months of July and August 2023.

#### -- ACTION ITEMS --

#### 12. Pauma Valley Community Services District Board of Directors Vacancy

The Board of Directors will consider applicants for the existing vacancy on the Pauma Valley Community Services District Board.

#### **Staff Recommendation:**

Discuss and take action as appropriate.

#### 13. Halloween Event Authorization and Logistics at the Pauma Valley Country Club Estates 2023

The Board of Directors will consider options for Halloween 2023.

#### Staff Recommendation:

- 1. Provide authorization and logistical direction to staff for Halloween 2023.
- 2. Discuss and take other action as appropriate.

#### 14. District Benefits Renewal

The Board of Directors will consider offering dental, vision and additional healthcare benefits to District staff.

#### Staff Recommendation:

- 1. Authorize staff to offer enhanced healthcare options.
- 2. Authorize staff to offer District vision care benefits at an eighty percent District expense.
- 3. Authorize staff to offer District dental care benefits at an eighty percent District expense.
- 4. Discuss and take other action as appropriate.

#### -- DISCUSSION ITEMS --

- 15. Status Update Between the PVCSD and RPMWC President Lawston
- 16. Ordinance 55 Investigational Status Update Treasurer Collins
- 17. Ordinance 54 and Private Sewer Lateral Liability General Manager Steinlicht

#### -- CLOSED SESSION --

#### 18. The Board of Directors Will Meet in a Closed Session to Discuss:

#### A. CONFERENCE WITH LEGAL COUNSEL

#### Potential/Threatened/Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b) (Three (3) Matters)

#### **B. CONFERENCE WITH LEGAL COUNSEL**

#### **Existing Litigation**

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

Rancho Pauma Mutual Water Company vs Pauma Valley Community Services District (San Diego Superior Court Case No. 37-2023-00038164-CU-BC-NC)

#### C. PUBLIC EMPLOYMENT PERFORMANCE EVALUATION

**Title: General Manager** 

Authority: Government Code section 54957

#### D. PUBLIC EMPLOYEE APPOINTMENT

Title: General Manager

Authority: Government Code Section 54957

#### **Conference with Labor Negotiator**

District Representative: President Jodie Lawston

Employee: General Manager

Authority: Government Code Section 54957.6

#### 19. Open Session

A. Reportable Actions.

# 20. Adjournment In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted on the District's website as well as the main lobby of the District's Administrative Office no less than 72 hours prior to the meeting date and time listed above. All public records relating to each agenda item, including any public records distributed less than 72 hours, will be made available at the office of the District Secretary, 33129 Cole Grade Road, Pauma Valley, California. To request a disability-related modification or accommodation regarding agendas or attendance, contact Marissa Fehling, at Marissa. Fehling@paumavalleycsd.ca.gov at least 48 hours before the meeting.

AGENDA POSTED:

October 3<sup>rd</sup>, 2023.

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

Held on July 24, 2023

Directors Present:
Also Present:

Jodie Lawston, Michael Esparza, Roland Skumawitz, Richard Collins, & Betty Potalivo Residents: Darlene Shiley, Bill Jacobs, Charles Mathews, Ron Krohn, Justin O'Brien w/ Carollo, Phil Hoffert and Derek Miller w/ Opulent Power Solutions, Jeffrey Morris of DPMC, General Manager Eric Steinlicht, and Interim Office Manager Marissa Fehling

- 1. Call to Order: Regular Meeting was called to order at 10:00 a.m. by President Lawston.
- 2. Pledge of Allegiance: The Pledge of Allegiance was led by Director Collins.
- 3. Roll Call: Fehling verified that a quorum was present.
- 4. Public Comment Period: None.

#### -- DISCUSSION ITEMS--

5. Ad-Hoc Committee Update – President Lawston
Lawston informed the public that they are still working on resolving the building ownership concerns
with Rancho Pauma Mutual Water Company (RPMWC). Potalivo informed the Ad-hoc committee will
be meeting on Friday and want to work together to come up with a solution with the best intentions
for our community. Jacobs asked if that was the final issue. Lawston informed that it is the main issue
that needs to be resolved right now. Collins thanked the Ad-hoc committee for their extended efforts.

#### -- CONSENT ITEMS--

Items 6-13 appearing on the Consent Calendar may be voted on by single motion. Items shall be removed from the Consent Calendar if any member of the Board of Directors, or the public, requests removal prior to a vote on a motion to approve the items. Such items removed will be considered separately for action by the Board.

- 6. Minutes of the Special Board Meeting of July 13, 2023
- 7. Minutes of the Special Board Meeting of July 06, 2023
- 8. Minutes of the Regular Board Meeting of June 26, 2023
- 9. Minutes of the Special Board Meeting of June 22, 2023
- 10. Review of Balance Sheet, Revenue, and Expense for June 2023
- 11. Accounts Receivable Report for June 2023
- 12. Notice of Violations Issued
- 13. PVCSD Security Report

Upon a motion by Director Collins, seconded by Director Esparza, and a unanimous vote, items 6-13 were approved as presented.

#### --ACTION ITEMS--

14. Public Hearing for Fixed Charge Special Assessments Delinquent Accounts

The Board of Directors schedules a public hearing prior to directing staff to place the delinquent charges and penalties on the tax roll for collection.

Pauma Valley Community Services District

Minutes of the Board of Directors Meeting

July 24, 2023

#### **Staff Recommendation:**

- 1. Conduct a Public Hearing.
- 2. Authorize staff to place the delinquent accounts to the tax roll collections.
- 3. Approve the fee for delinquent accounts to cover staff time and all associated costs.
- 4. Discuss and take other action as appropriate.

Steinlicht explained the process of placing the delinquent accounts on the County Tax Roll for collections. Steinlicht explained why the Board should approve adding the proposed fee to cover staff time and associated costs on the delinquent accounts. Fehling explained how the finance fees are calculated.

Lawston opened the Public Hearing, no comments were made.

Public Hearing was closed at 10:15 a.m. Skumawitz motioned to approve the fee for delinquent accounts to cover staff time and all associated costs, seconded by Collins and unanimously approved.

15. Resolution for the Placement of Delinquent Accounts on the County Tax Roll for Collections
The Board of Directors will consider signing a resolution for the General Manager to submit the
annual report of delinquent charges and penalties to the San Diego County Auditor, ensuring their
inclusion on the tax roll.

#### Staff Recommendation:

- 1. Sign the proposed Resolution authorizing staff to place delinquent accounts on the county tax roll for collections.
- 2. Discuss and take other action as appropriate.

Steinlicht explained Resolution 115. Skumawitz motioned to adopt Resolution 115 to place the delinquent accounts on the County Tax Rolls for collection as presented, seconded by Lawston and unanimously adopted.

16. Sewer Discharge Permit, Application, and Fee

The Board of Directors will consider approving a District Sewer Discharge Permit, Application, and fee for new sewer connections.

#### Staff Recommendation:

- 1. Approve the new Sewer Discharge Permit, Application and Fee for the District.
- 2. Discuss and take other action as appropriate.

Steinlicht explained the process of the Sewer Discharge Permit and why it is an essential Permit for the District. Esparza asked if contractors would be part of this process. Steinlicht explained that homeowners would be responsible for adding them to the application process. Esparza recommended adding a checkbox to ensure homeowners have their contractors add us as an additional insured on their insurance. O'Brien recommended that the district look into having a preferred vendor list for homeowners. Shinner informed that he can share the list that PVCC has on file. Esparza motioned to adopt the Application for Wastewater Discharge Permit with the recommended amendments, seconded by Lawston, and unanimously adopted.

#### 17. Opulent Power Solutions Report on Solar Project - General Manager, Eric Steinlicht

Steinlicht introduced Phil and Derek with Opulent Power Solutions and informed that they would be giving some recommendations on the solar project. Phil and Derek gave a presentation and explained the panel restructuring options. Collins inquired about how long the project would take to complete. Phil estimated it would take about 4-6 weeks to complete the project. Esparza asked for Steinlicht to come back to the board with his final thoughts and suggestions on this item and recommended that he request legal review of any contracts presented.

#### 18. Strategic/Financial Planning Facilitation Services Update – General Manager, Eric Steinlicht

Steinlicht gave an update. Potalivo inquired about the Cost of Service Analysis. Steinlicht informed that to provide new rates, we must look at how other Districts go about this process and determine where we want to stand financially to justify the increases for the Gates and Security. Potalivo informed that the PVCSD had once looked into outsourcing our Gate and Security personnel. Jacobs informed that he was on the Board at that time and provided the information he recalled from the outsourced research he assisted with.

#### 19. Sanitation Operational Report - General Manager, Eric Steinlicht

Steinlicht informed that there are currently no issues with the treatment plant and explained the Effluent Results. Steinlicht introduced Justin O'Brien with Carollo. O'Brien explained what his company provides and how they can be an asset to the District in regards to our sewer system. O'Brien gave a presentation explaining how they can assist with improving the system. Steinlicht informed that they will work with Water Quality Specialist by collecting the necessary data to know how to operate more efficiently and save the district money. Esparza thanked Steinlicht and O'Brien for this presentation. Steinlicht informed that would like to further investigate how the EDUs were calculated to ensure accuracy.

#### --INFORMATIONAL ITEMS--

#### 20. General Manager's Report -

Steinlicht presented the General Manager's Report. Steinlicht explained the GIS issue he was dealing with and explained that Carollo was able to quickly get us up and running with a new GIS system. Potalivo inquired on what services Dudek was currently providing the district with; Steinlicht explained. Esparza stated he was impressed with Steinlicht on what he has been able to accomplish in the amount of time he has been on board with PVCSD. Potalivo suggested reducing Dudek's remaining payments, and Collins agreed. Steinlicht informed that he has SCADA proposals in the works along with a new IT team.

#### 21. Miscellaneous Items

- A. Requested items for future agendas (Directors and Staff Only)
  - i. Email List
  - ii. Website Revamp and Transparency Update
  - iii. Cost of Living Adjustment for 2023
  - iv. Employee Handbook Revisions
  - v. Agreement with RPMWC for SGMA
  - vi. Sewer Discharge Permit and Fee
  - vii. Tasers for Security
  - viii. Analysis for Outsourcing Security and Gate Services

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- ix. Salary Survey
- x. Update on Policy Handbook
- xi. Criteria for Restricting RFID Access to Dangerous Individuals
- xii. Legal Authority of District to Enforce Rules of the Road
- xiii. Critical Spare Part Inventory Replacement Program
- xiv. Computerized Maintenance Management System
- xv. Treatment Plant Rehabilitation and Improvement
- xvi. Collection System Rehabilitation and Improvement
- B. Board Comments None
- C. Announcements None
- D. Next Regular Meeting on September 25th, 2023, at 10 AM

Shiley made a suggestion that the Board communicate to the community what the district is working on to help reduce rumors.

#### --CLOSED SESSION--

#### 22. The Board of Directors Will Meet in a Closed Session to Discuss:

#### 1. CONFERENCE WITH LEGAL COUNSEL -

Potential/Threatened/Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b) (Three (3) Matters)

#### 2. CONFERENCE WITH LEGAL COUNSEL

Initiation of Litigation

Initiation of Litigation Pursuant to Government Code Section

54956.9(c) (Two (2) Matters)

#### 3. CONFERENCE WITH LEGAL COUNSEL

**Existing Litigation** 

Pursuant to Government Code Section 54956.9(a)

San Luis Rey Indian Water Authority v. Pauma Valley Groundwater Sustainability Agency, et. al., (SDSC No. 37-2022-00029027-CU-WM-NC)

#### 4. Public Employee Employment

Title: Gate Attendant, Gate Attendant Supervisor, and Patrol Officer

Authority: Government Code Section 54957

Conference with Labor Negotiator

District Designated Representatives: General Manager, Eric Steinlicht

**Unrepresented Employees:** 

- A. Gate Attendant
- B. Gate Attendant Supervisor
- C. Patrol Officer

Authority: Government Code Section 54957.6

The Board entered into a closed session at 11:45 a.m.

#### 23. Open Session -

A. Reportable Action from closed session.

The meeting was reconvened to open session at 1:43 p.m. with no reportable actions.

Pauma Valley Community Services District Minutes of the Board of Directors Meeting July 24, 2023

#### 24. Adjournment

With nothing further to discuss, a motion was made by Director Lawston to adjourn at 1:44 p.m., seconded by Director Skumawitz, and unanimously approved.

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 7, 2023

Directors Present: Jodie Lawston, Michael Esparza, Roland Skumawitz, & Richard Collins

Absent Directors: Betty Potalivo

Also Present: Residents: Tom Cerruti, Treasurer of RPMWC Bruce Knox, Ralph Hicks of DPMC, Jeff Armstrong

General Manager Eric Steinlicht, and Interim Office Manager Marissa Fehling

1. Call to Order: Special Meeting was called to order at 2:00 p.m. by President Lawston.

2. Pledge of Allegiance: The Pledge of Allegiance was begun by President Lawston.

3. Roll Call: Fehling verified that a quorum was present.

4. Public Comment Period: None.

#### -- ACTION ITEMS--

5. Mid-Year Patrol and Gates Rate Increases

The Board of Directors will be presented with the Long-Term Financial Plan progress and will consider approving mid-year rate increases for the Patrol and Gates Division.

#### Staff Recommendation:

- 1. Receive and file the Long-Term Financial Plan.
- 2. Consider the proposed rate increase for the Security Division.
- 3. Authorize staff to schedule a public hearing and distribute notice via Valley Center newspaper.
- 4. Discuss and take other action as appropriate.

Steinlicht explained staff recommendations proposing a mid-year rate increase to Gate and Patrol service fees. Steinlicht explained the historical rate increases. Armstrong presented the Long-Term Financial Plan and explained why he feels it is crucial to have a strategic plan. Armstrong explained that there should be three separate divisions set up in QuickBooks to reserve funds for each cost center. Armstrong explained why he recommends going with Alternative #1 in the presentation. Cerruti asked if manning the rear again has been financially investigated. Steinlicht informed how the rear gate is currently being operated and secured and informed that he will look further into that possibility. Upon a motion by Director Collins, seconded by Esparza, and a unanimous vote, the Long-Term Financial Plan was adopted as presented.

6. Authorize the Formation of an Ad-Hoc Subcommittee Regarding Roadway Issues.

The Board of Directors will consider forming an ad-hoc subcommittee to address the complex issues between the PVCSD and Pauma Valley Roadway Association.

#### Staff Recommendation:

- 1. Consider the formation of an Ad-Hoc Subcommittee.
- 2. Appoint two Board of Directors to the Ad-Hoc Subcommittee.
- 3. Discuss and take other action as appropriate.

Steinlicht explained what the purpose of the ad-hoc committee would be and what issues need to be resolved. Steinlicht mentioned that legal is looking into whether PVCSD can enforce the Rules of the

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Road. Skumawitz informed that he would like Steinlicht to report back to the board after discussing this with legal. Skumawitz stated that if PVRA has a proposal, they should present it to the entire PVCSD board rather than just one member of the board. Upon a motion by Director Esparza, seconded by Director Collins, abstained by Director Skumawitz, and the motion carried by a majority, the adhoc committee was formed with Esparza and Collins.

#### -- DISCUSSION ITEMS--

7. Vehicle Replacement for Patrol, Administration and Utility

Steinlicht explained the history of the patrol vehicles, noting that he does not think Teslas are suitable for daily patrol usage. Collins mentioned that one of PVCC's members is a Tesla Dealership owner and could possibly assist if the district decides to sell them. Esparza clarified that Steinlicht was looking for board approval on researching other patrol vehicle options, Steinlicht confirmed. Lawston requested that Steinlicht investigate other options for Patrol vehicles and report back to the board.

#### -- CLOSED SESSION--

- 8. The Board of Directors Will Meet in a Closed Session to Discuss
  - A. CONFERENCE WITH LEGAL COUNSEL

Potential/Threatened/Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9(b)

(Three (3) Matters)

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: 33129 Cole Grade Road, Pauma Valley, CA 92061 (former CHP Office) Agency Negotiators: President, Jodie Lawston and Secretary Betty Potalivo.

Negotiating Parties: Rancho Pauma Mutual Water Company Under Negotiation: Price, Terms of payment and/or conditions

C. PUBLIC EMPLOYEE EMPLOYMENT

Title: General Manager

Authority: Government Code Section 54957

Conference with Labor Negotiator

District Representative: President Jodie Lawston

Employee: General Manager

Authority: Government Code Section 54957.6

The Board entered closed session at 2:48 p.m.

#### 9. Open Session

#### A. Reportable Actions

The meeting reconvened to open session at 3:58 p.m. with no reportable actions.

#### 10. Adjournment

With nothing further to discuss, a motion was made by Director Lawston to adjourn at 3:58 p.m., seconded by Director Esparza unanimously approved.

Pauma Valley Community Services District Minutes of the Board of Directors Meeting August 7, 2023

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 28, 2023

Directors Present:

Jodie Lawston, Michael Esparza, Roland Skumawitz, & Richard Collins

Residents: Bill Winn, Karen Winn, Richard Nolan, Marilyn Turner, Betty Potalivo, Tom Cerruti, Secretary of RPMWC Linda Shoaff, Treasurer of RPMWC Bruce Knox, Director of RPMWC Scott Shinner, CEO of Steele Canyon Golf Club Larry Taylor, Ralph Hicks of DPMC, General Manager

Eric Steinlicht, and Interim Office Manager Marissa Fehling

1. Call to Order: Special Meeting was called to order at 2:05 p.m. by President Lawston.

2. Pledge of Allegiance: The Pledge of Allegiance was begun by President Lawston.

3. Roll Call: Fehling verified that a quorum was present.

#### 4. Public Comment Period:

Nolan inquired why the ad hoc committee update regarding the building was not on the agenda. Esparza informed that if a board member wishes to add an item to the agenda, they may do so. Winn informed that he had requested the item be added to today's agenda. Potalivo informed that she had reviewed historical documents and minutes, noting that although PVCSD owns the building, the purpose of the purchase was intended for both entities. Winn mentioned that 19 years ago, the building was a community building and was always intended for both entities to work together for the best interests of the community. Cerruti requested that future meetings be held in a larger meeting room. Nolan explained his historical experience within the community pointing out that this community does not deserve the chaos at hand.

#### --CLOSED SESSION--

5. The Board of Directors Will Meet in a Closed Session to Discuss

A. CONFERENCE WITH LEGAL COUNSEL

Potential/Threatened/Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9(b)

(Three (3) Matters)

B. PUBLIC EMPLOYEE EMPLOYMENT

Title: General Manager

Authority: Government Code Section 54957

Conference with Labor Negotiator

District Representative: President Jodie Lawston

Employee: General Manager

Authority: Government Code Section 54957.6

The Board entered closed session at 2:20 p.m.

#### 6. Open Session

A. Reportable Actions

The meeting was reconvened to open session at 3:15 p.m. with no reportable actions.

#### --ACTION ITEMS--

7. Board of Directors Presidency Vacancy
President Lawston will step down as current Board President.

Pauma Valley Community Services District Minutes of the Board of Directors Meeting

August 28, 2023

#### **Staff Recommendation:**

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

Lawston informed that she would be finishing her term as the President of the Board.

#### 8. Adjournment

Knox stated that speaking as a Director of the RPMWC, they are more than happy to work with PVCSD and inquired on whether there was any update for them regarding the eviction notice. Collins noted that the board has not changed their mind.

With nothing further to discuss, a motion was made by Director Skumawitz to adjourn at 3:16 p.m., seconded by Director Lawston, and unanimously approved.

Marissa Fehling

Marissa Fehling, Recording Secretary

### PV COMMUNITY SERVICES DISTRICT Balance Sheet

As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Cash	
100 · Petty Cash	368
102 · Checking	225,779
110 · ResFunds/L.A.I.F.	616
Total Cash	226,763
111 · LAIF Fair Market Value	~8
Total Checking/Savings	226,756
Accounts Receivable	
120 · Accounts Receivable	C 282
120 · Accounts Receivable	6,282
Total Accounts Receivable	6,282
Other Current Assets	
125 · Due from RPMWC	113,629
140 · Prepaid Insurance	34,218
140.6 · PrePaid Wkrs Comp Ins	3,904
140.7 · Prepaid Solar Rooftop Lease	24,250
141 · Prepaid Others	148
1499 · Undeposited Funds	342
Total Other Current Assets	176,491
Total Current Assets	409,529
Fixed Assets	
160 · Land	94,768
161 · Easements & Rights of Way	100
162 · Fences	3,339
163 · Buildings	253,686
164 · Machinery 165 · Sewer Lines & Lateral Lines	2,321
165.1 · Oak Tree Lift Station	173,170
166 · Treatment Plant	102,206
166.5 · New Treatment Plant	24,629 2,865,803
167 · Equipment	21,624
168 · Leasehold Improvements	18,025
168.1 · Drains	285,468
168.3 · Channels	130,993
171 · Solar Project	142,951
175 · Accum. Depr. / Plant	~1,756,764
180 · Security	368,194
181 · Acc Dep - Security 193 · Information Systems	~176,167 68,354
Total Fixed Assets	2,622,700
Other Assets	
196 · Deferred Outflows ~ Pension	
196.1 · Contributions	1,727,190
196.2 · Pension Related	-1,762,819
Total 196 · Deferred Outflows - Pension	~35,629
Total Other Assets	-35,629

#### Accrual Basis

## PV COMMUNITY SERVICES DISTRICT Balance Sheet

As of July 31, 2023

	Jul 31, 23
TOTAL ASSETS	2,996,600
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 201 · Accounts Payable	40,356
Total Accounts Payable	40,356
Other Current Liabilities 457 Payable 204 · Accrued Fed Payroll Taxes 205 · Accrued State Payroll Taxes 206.1 · Accrued Retirement 2100 · Payroll Liabilities 219 · Compensated Employees Absences	400 -6,722 -532 -550 4,557 30,362
Total Other Current Liabilities	27,514
Total Current Liabilities	67,870
Total Liabilities	67,870
Equity 460 · Retained Earnings Net Income	2,925,748 2,982
Total Equity	2,928,730
TOTAL LIABILITIES & EQUITY	2,996,600

### PV COMMUNITY SERVICES DISTRICT Balance Sheet

As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Cash	
100 · Petty Cash	368
102 · Checking	211,179
110 · ResFunds/L.A.I.F.	616
Total Cash	212,163
111 · LAIF Fair Market Value	8
Total Checking/Savings	212,156
Accounts Receivable	
120 · Accounts Receivable	27,745
120 Recoults Receivable	
Total Accounts Receivable	27,745
Other Current Assets	
125 · Due from RPMWC	83,326
140 · Prepaid Insurance	35,257
140.6 · PrePaid Wkrs Comp Ins	3,904
140.7 · Prepaid Solar Rooftop Lease	24,250
141 · Prepaid Others	148
1499 · Undeposited Funds	-480
Total Other Current Assets	146,404
Total Current Assets	386,305
Fixed Assets	
160 · Land	94,768
161 · Easements & Rights of Way	100
162 · Fences	3,339
163 · Buildings	253,686
164 · Machinery	2,321
165 · Sewer Lines & Lateral Lines	173,170
165.1 · Oak Tree Lift Station	102,206
166 · Treatment Plant	24,629
166.5 · New Treatment Plant	2,865,803
167 · Equipment	21,624
168 · Leasehold Improvements	18,025
168.1 · Drains	285,468
168.3 · Channels	130,993
171 · Solar Project	142,951
175 · Accum. Depr. / Plant	~1,756,764
180 · Security	368,194
181 · Acc Dep - Security 193 · Information Systems	~176,167 68,354
Total Fixed Assets	2,622,700
Other Assets	
196 · Deferred Outflows ~ Pension	
196.1 · Contributions	1,727,190
196.1 · Contributions 196.2 · Pension Related	~1,762,819
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Total 196 · Deferred Outflows - Pension	~35,629
Total Other Assets	-35,629

#### Accrual Basis

### PV COMMUNITY SERVICES DISTRICT Balance Sheet

As of August 31, 2023

	Aug 31, 23
TOTAL ASSETS	2,973,375
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 201 · Accounts Payable	26,777
Total Accounts Payable	26,777
Other Current Liabilities 457 Payable 205 · Accrued State Payroll Taxes 206.1 · Accrued Retirement 2100 · Payroll Liabilities 219 · Compensated Employees Absences	550 1,068 -2,029 6,042 30,362
Total Other Current Liabilities	35,992
Total Current Liabilities	62,768
Total Liabilities	62,768
Equity 460 · Retained Earnings Net Income	2,925,748 ~15,141
Total Equity	2,910,607
TOTAL LIABILITIES & EQUITY	2,973,375

#### Revenue & Expense Budget Performance

10/03/23
Accrual Basis

Uniforms

July 2023

	* 1.00	n. t	1.2.00	Name to 1	
Ordinary Income/Expense	Jul 23	Budget	Jul 23	YTD Budget	Annual Budget
Income 661 · Sewer Charges	44,756.58	44,756.62	44,756.58	44,756.62	537,079.00
661.5 · Security Patrol Charges 662 · Property Tax	46,541.64 1,343.09	46,541.63 10,561.38	46,541.64 1,343.09	46,541.63 10,561.38	558,500.00 126,737.00
662.1 · Connection Fees 663 · Interest	0.00 2.06	0.00	0.00 2.06	0.00	0.00
663.1 · LAIF Fair Market Value Revenue 664 · Other	0.00	0.00	0.00	0.00	0.00
664.2 · Admin Services 664.6 · Hangar Land Lease	200.00 0.00	0.00 85.00	200.00 0.00	0.00 85.00	0.00 1,020.00
664.8 · Gate Damages 664 · Other - Other	480.00 200.00	0.00 200.00	480.00 200.00	0.00 200.00	0.00 2,400.00
Total 664 · Other	880.00	285.00	880.00	285.00	3,420.00
665 · Security Gate Charge 666.5 · RFID Tags	37,500.00 848.00	37,500.00 350.00	37,500.00 848.00	37,500.00 350.00	450,000.00 4,200.00
667 · Delinquent Charges 668 · Vacant Lot/Sewer Availability	617.14 396.00	542.50 396.00	617.14 396.00	542.50 396.00	6,510.00 4,752.00
Total Income	132,884.51	140,933.13	132,884.51	140,933.13	1,691,198.00
Expense Depreciation					
718 · Plant Depreciation 824 · Bldg Depreciation	0.00 0.00	7,864.50 826.38	0.00 0.00	7,864.50 826.38	94,374.00 9,917.00
918 · Security Depreciation 958 · Gate Depreciation	0.00 0.00	1,565.88 1,074.38	0.00 0.00	1,565.88 1,074.38	18,791.00 12,893.00
Total Depreciation	0.00	11,331.14	0.00	11,331.14	135,975.00
Dwelling Live Electrical Utilities	708.91	697.63	708.91	697.63	8,372.00
714 · Electricity 812.2 · Office Electricity	4,262.90 0.00	3,443.63 732.13	4,262.90 0.00	3,443.63 732.13	41,324.00 8,786.00
956 · Gate Electricity	988.37	621.17	988.37	621.17	7,454.04
Total Electrical Utilities	5,251.27	4,796.93	5,251.27	4,796.93	57,564.04
Equipment Rentals 713 - Equipment Rental	0.00	20.87	0.00	20.87	250.00
Total Equipment Rentals	0.00	20.87	0.00	20.87	250.00
Group Health Ins. 705 · Plant Group Health Ins.	1,107.58	256.63	1,107.58	256.63	3,080.00
811.4 · Admin Group Health Ins. 912 · Patrol Group Health Ins.	1,156.59 33.90	2,642.50 2,627.50	1,156.59 33.90	2,642.50 2,627.50	31,710.00 31,530.00
952.1 · Gate Group Health Ins.	1,770.17	2,401.63	1,770.17	2,401.63	28,820.00
Total Group Health Ins.	4,068.24	7,928.26	4,068.24	7,928.26	95,140.00
Liability Insurance 717 · Plant Liability 823 · E & O Liability Ins.	0.00 0.00	1,712.50 326.63	0.00 0.00	1,712.50 326.63	20,550.00 3,920.00
911 · Security Liability Ins. 952 · Gate Liability Ins.	0.00 0.00 0.00	1,957.50 570.76	0.00	1,957.50 570.76	23,490.00 6,850.00
Total Liability Insurance	0.00	4,567.39	0.00	4,567.39	54,810.00
Miscellaneous Expense					
735 · Plant Miscellaneous 825 · Admin. Miscellaneous	53.50 231.65	89.38 901.12	53.50 231.65	89.38 901.12	1,073.00 10,813.00
927 · Patrol Miscellaneous 959.1 · Gate Miscellaneous	0.00 0.00	55.75 108.13	0.00 0.00	55.75 108.13	669.00 1,298.00
Total Miscellaneous Expense	285.15	1,154.38	285.15	1,154.38	13,853.00
Office Expense 812 · Office Supplies	1,163.08	1,553.62	1,163.08	1,553.62	18,643.00
813 · Telephones 814 · Postage	426.56 603.50	607.87 386.12	426.56 603.50	607.87 386.12	7,294.00 4,633.00
Total Office Expense	2,193.14	2,547.61	2,193.14	2,547.61	30,570.00
Operator Contract Services Payroll Taxes	5,500.00	6,066.63	5,500.00	6,066.63	72,800.00
703 · Plant Payroll Taxes 811.3 · Admin. Payroll Taxes	432.55 1,072.95	355.87 1,643.37	432.55 1,072.95	355.87 1,643.37	4,270.00 19,720.00
916 · Patrol Payroll Taxes 951 · Gate Payroll Taxes	1,662.96 1,195.37	2,117.50 1,583.37	1,662.96 1,195.37	2,117.50 1,583.37	25,410.00 19,000.00
Payroll Taxes - Other	0.00		0.00		<u> </u>
Total Payroll Taxes	4,363.83	5,700.11	4,363.83	5,700.11	68,400.00
PERS Retirement 707 - Plant PERS	338.51	278.37	338.51	278.37	3,340.00
811.6 · Admin PERS 925 · Patrol PERS	1,009.56 1,699.00	1,390.87 2,024.13	1,009.56 1,699.00	1,390.87 2,024.13	16,690.00 24,290.00
953 · Gate PERS PERS Retirement - Other	1,041.26	1,185.00	1,041.26	1,185.00	14,220.00
Total PERS Retirement	4,088.33	4,878.37	4,088.33	4,878.37	58,540.00
Repairs & Maintenance 712 · Plant Repairs & Maintenance					
712.2 · Oak Tree Repair & Maint. 712.3 · Sewer line maintenance	0.00 0.00	205.38 0.00	0.00 0.00	205.38 0.00	2,465.00 20,868.00
712.4 · Sludge Removal 712.6 · SCADA maintenance	6,540.10 0.00	4,293.75 408.37	6,540.10 0.00	4,293.75 408.37	51,525.00 4,900.00
712 · Plant Repairs & Maintenance - Other	3,123.93	751.75	3,123.93	751.75	9,021.00
Total 712 · Plant Repairs & Maintenance 814.5 · Building Repairs & Maintenance	9,664.03 2,321.15	5,659.25 1,133.37	9,664.03 2,321.15	5,659.25 1,133.37	88,779.00 13,600.00
814.8 · Airpark maintenance 954 · Gate Repairs & Maintenance	0.00 3,630.11	75.00 2,954.13	0.00 3,630.11	75.00 2,954.13	900.00 35,450.00
Total Repairs & Maintenance	15,615.29	9,821.75	15,615.29	9,821.75	138,729.00
Salaries	5 500 01	2 000 2=	E 500 01	2 000 27	47 000 00
702 · Plant Salaries 811.1 · Admin Salaries	5,582.21 14,025.48	3,988.37 18,530.87	5,582.21 14,025.48	3,988.37 18,530.87	47,860.00 222,370.00
915 · Patrol Salaries 950 · Gate Salaries	21,529.74 14,446.84	23,397.50 17,116.63	21,529.74 14,446.84	23,397.50 17,116.63	280,770.00 205,400.00
Total Salaries	55,584.27	63,033.37	55,584.27	63,033.37	756,400.00
Security Expense 919 · Security Telephones	278.60	328.75	278.60	328.75	3,945.00
920 · Security Supplies 924 · Security Fees	49.24 0.00	100.50 4.00	49.24 0.00	100.50 4.00	1,206.00 48.00
959 · Gate Supplies	49.23	181.88	49.23	181.88	2,183.00
Total Security Expense	377.07	615.13	377.07	615.13	7,382.00

#### Revenue & Expense Budget Performance

10/03/23
Accrual Basis

July 2023

	Jul 23	Budget	Jul 23	YTD Budget	Annual Budget
719 · Plant Uniforms 922 · Security Uniforms 954.1 · Gate Uniforms	82.94 0.00 0.00	93.67 109.13 79.50	82.94 0.00 0.00	93.67 109.13 79.50	1,124.04 1,310.00 954.00
Total Uniforms	82.94	282.30	82.94	282.30	3,388.04
Vehicles 716 - Plant Vehicles 917 - Security Vehicles	731.90 25.00	734.13 1,111.63	731.90 25.00	734.13 1,111.63	8,810.00 13,340.00
Total Vehicles	756.90	1,845.76	756.90	1,845.76	22,150.00
Workers' Comp. Insurance 706 - Plant Workers' Comp. Ins 811.5 - Admin Workers' Comp. Ins. 913 - Patrol Workers' Comp. Ins. 952.2 - Gate Workers' Comp. Ins.	0.00 0.00 0.00 0.00	95.00 79.13 770.87 912.50	0.00 0.00 0.00 0.00	95.00 79.13 770.87 912.50	1,140.00 950.00 9,250.00 10,950.00
Total Workers' Comp. Insurance	0.00	1,857.50	0.00	1,857.50	22,290.00
6560 · Payroll Expenses 701 · Drainage 712.1 · State Maint. Fee 730 · Water Tests & Analysis 815 · Fees 816 · Engineering	993.44 300.00 0.00 567.23 897.83 0.00	833.37 0.00 974.50 741.63 2,083.37	993.44 300.00 0.00 567.23 897.83 0.00	833.37 0.00 974.50 741.63 2,083.37	10,000.00 28,421.00 11,694.00 8,900.00 25,000.00
818 · Schools & Meetings 819 · Accounting 820 · Legal 921 · Guard Houses /Roadway Lease	154.64 17,478.33 10,634.12 2.00	874.38 4,232.38 4,490.00 2.00	154.64 17,478.33 10,634.12 2.00	874.38 4,232.38 4,490.00 2.00	10,493.00 50,789.00 53,880.00 2.00
Total Expense	129,902.93	141,376.76	129,902.93	141,376.76	1,745,792.08
Net Ordinary Income	2,981.58	~443.63	2,981.58	-443.63	~54,594.08
Net Income	2,981.58	~443.63	2,981.58	-443.63	~54,594.08

#### Revenue & Expense Budget Performance

10/03/23
Accrual Basis

July through August 2023

		Jul - Aug 23	Budget	Jul - Aug 23	YTD Budget	Annual Budget
Column	661 - Sewer Charges 661.5 - Security Patrol Charges 662 - Property Tax 662.1 - Connection Fees 663.1 - Haterst 663.1 - LAIF Fair Market Value Revenue	93,083.28 1,343.09 0.00 2.06	93,083.30 21,122.80 0.00 0.00	93,083.28 1,343.09 0.00 2.06	93,083.30 21,122.80 0.00 0.00	558,500.00 126,737.00 0.00 0.00
1982   1982	664.2 · Admin Services 664.6 · Hangar Land Lease 664.8 · Gate Damages	0.00 480.00	170.00 0.00	0.00 480.00	170.00 0.00	1,020.00 0.00
	Total 664 · Other	1,080.00	570.00	1,080.00	570.00	3,420.00
Part	666.5 · RFID Tags 667 · Delinquent Charges	1,557.00 1,575.86	700.00 1,085.00	1,557.00 1,575.86	700.00 1,085.00	4,200.00 6,510.00
	Total Income	263,946.45	281,866.30	263,946.45	281,866.30	1,691,198.00
Tell Accordance   Color   11/22/100   Color   11/22/100   Color   Co						
	718 - Plant Depreciation 824 - Bldg Depreciation 918 - Security Depreciation 958 - Gate Depreciation	0.00 0.00 0.00	1,652.80 3,131.80 2,148.80	0.00 0.00 0.00	1,652.80 3,131.80 2,148.80	9,917.00 18,791.00 12,893.00
			· · · · · · · · · · · · · · · · · · ·		*	,
Post	Electrical Utilities 714 · Electricity 812.2 · Office Electricity	8,507.96 2,812.60	6,887.30 1,464.30	8,507.96 2,812.60	6,887.30 1,464.30	41,324.00 8,786.00
Proc.   Proc	Total Electrical Utilities	13,333.62	9,593.94	13,333.62	9,593.94	57,564.04
Compagnment		0.00	41.70	0.00	41.70	250.00
1						
Trans.   1,290.45   1,596.00   1,1290.45   1,596.00   1,290.45   2,556.00   1,566.00	705 · Plant Group Health Ins. 811.4 · Admin Group Health Ins. 912 · Patrol Group Health Ins.	3,102.68 2,210.98	5,285.00 5,255.00	3,102.68 2,210.98	5,285.00 5,255.00	31,710.00 31,530.00
Part	· · · · · · · · · · · · · · · · · · ·	<del></del>				
171   Thur Liability   0.00   3,425.00   0.00   3,425.00   0.255		11,289.45	15,856.60	11,289.45	15,856.60	95,140.00
Process	717 - Plant Liability 823 · E & O Liability Ins. 911 · Security Liability Ins.	0.00 0.00	653.30 3,915.00	0.00 0.00	653.30 3,915.00	3,920.00 23,490.00
11.00	Total Liability Insurance	0.00	9,134.90	0.00	9,134.90	54,810.00
Cital Miscelliments Expense	735 · Plant Miscellaneous 825 · Admin. Miscellaneous 927 · Patrol Miscellaneous	235.65 0.00	1,802.20 111.50	235.65 0.00	1,802.20 111.50	10,813.00 669.00
Street   S						
Part	Office Expense 812 · Office Supplies 813 · Telephones	5,280.15 1,933.89	3,107.20 1,215.70	5,280.15 1,933.89	3,107.20 1,215.70	18,643.00 7,294.00
Page	_	7,817.54	5,095.10	7,817.54	5,095.10	30,570.00
Payroll Taxes	Payroll Taxes 703 - Plantt Payroll Taxes 811.3 - Admin. Payroll Taxes 916 - Patrol Payroll Taxes	432.55 1,072.95 1,662.96	711.70 3,286.70 4,235.00	432.55 1,072.95 1,662.96	711.70 3,286.70 4,235.00	4,270.00 19,720.00 25,410.00
Page	Payroll Taxes - Other	6,506.58		6,506.58		<u> </u>
Total PERS		10,870.41	11,400.10	10,870.41	11,400.10	68,400.00
Repairs & Maintenance	707 - Plant PERS 811.6 - Admin PERS 925 - Patrol PERS 953 - Gate PERS	1,009.56 1,699.00 1,041.26	2,781.70 4,048.30	1,009.56 1,699.00 1,041.26	2,781.70 4,048.30	16,690.00 24,290.00
7112 - Plant Repairs & Maintenance	Total PERS Retirement	10,297.27	9,756.70	10,297.27	9,756.70	58,540.00
814.5 · Building Repairs & Maintenance         2,859,89         2,266.70         2,859,89         2,266.70         13,600.00           814.8 · Airpark maintenance         0.00         150,00         0.00         150,00         900.00           954 · Cate Repairs & Maintenance         3,900.11         5,908.30         33,900.11         5,908.30         35,450.00           Repairs & Maintenance - Other         23.85         19,643.50         20,664.35         19,643.50         19,643.50         138,729.00           Salaries         8         7,976.70         16,096.85         7,976.70         22,870.00         20,664.35         37,061.70         22,270.00         280,770.00         280,770.00         280,770.00         280,770.00         290,664.35         37,061.70         35,063.70         37,061.70         222,370.00         290,780.00         29	712 - Plant Repairs & Maintenance 712.2 - Oak Tree Repair & Maint. 712.3 · Sewer line maintenance 712.4 · Sludge Removal 712.6 · SCADA maintenance	0.00 6,540.10 0.00	0.00 8,587.50 816.70	0.00 6,540.10 0.00	0.00 8,587.50 816.70	20,868.00 51,525.00 4,900.00
814.8 - Airpark maintenance	Total 712 · Plant Repairs & Maintenance	13,880.50	11,318.50	13,880.50	11,318.50	88,779.00
Salaries         7.976.70         16.096.85         7.976.70         16.096.85         7.976.70         47,860.00           811.1 - Admin Salaries         35,063.70         37,061.70         35,063.70         37,061.70         222,370.00           915 - Patrol Salaries         52,199.89         46,795.00         52,199.89         46,795.00         280,770.00           950 - Gate Salaries         37,215.63         34,233.30         37,215.63         34,233.30         205,400.00           Total Salaries         140,576.07         126,066.70         126,066.70         126,066.70         756,400.00           Security Expense           919 - Security Telephones         554.22         657.50         554.22         657.50         3,945.00           920 - Security Supplies         158.45         201.00         158.45         201.00         1,206.00           924 - Security Fees         0.00         8.00         0.00         8.00         48.00           959 - Gate Supplies         702.33         363.80         702.33         363.80         2,183.00	814.8 · Airpark maintenance 954 · Gate Repairs & Maintenance	0.00 3,900.11	150.00	0.00 3,900.11	150.00	900.00
702 - Plant Salaries         16,096.85         7,976.70         16,096.85         7,976.70         47,860.00           811.1 - Admin Salaries         35,063.70         37,061.70         35,063.70         37,061.70         222,370.00           915 - Patrol Salaries         52,199.89         46,795.00         52,199.89         46,795.00         280,770.00           950 - Cate Salaries         37,215.63         34,233.30         37,215.63         34,233.30         205,400.00           Total Salaries         140,576.07         126,066.70         126,066.70         126,066.70         756,400.00           Security Expense           919 - Security Telephones         554.22         657.50         554.22         657.50         3,945.00           920 - Security Supplies         158.45         201.00         158.45         201.00         1,206.00           924 - Security Fees         0.00         8.00         0.00         8.00         48.00           959 - Gate Supplies         702.33         363.80         702.33         363.80         2,183.00	Total Repairs & Maintenance	20,664.35	19,643.50	20,664.35	19,643.50	138,729.00
Total Salaries         140,576,07         126,066.70         140,576.07         126,066.70         756,400.00           Security Expense         919 - Security Telephones         554.22         657.50         554.22         657.50         3,945.00           920 - Security Supplies         158.45         201.00         158.45         201.00         1,206.00           924 - Security Fees         0.00         8.00         0.00         8.00         48.00           959 - Gate Supplies         702.33         363.80         702.33         363.80         2,183.00	702 · Plant Salaries 811.1 · Admin Salaries 915 · Patrol Salaries	35,063.70 52,199.89	37,061.70 46,795.00	35,063.70 52,199.89	37,061.70 46,795.00	222,370.00 280,770.00
Security Expense         554.22         657.50         554.22         657.50         3,945.00           919 - Security Telephones         158.45         201.00         158.45         201.00         1,206.00           924 - Security Fees         0.00         8.00         0.00         8.00         48.00           959 - Gate Supplies         702.33         363.80         702.33         363.80         2,183.00		<del></del>				
	Security Expense 919 - Security Telephones 920 - Security Supplies 924 - Security Fees	554.22 158.45 0.00	657.50 201.00 8.00	554.22 158.45 0.00	657.50 201.00 8.00	3,945.00 1,206.00 48.00
1,500,00 1,710,00 1,600,00 1,710,00	Total Security Expense	1,415.00	1,230.30	1,415.00	1,230.30	7,382.00

#### 10/03/23 Accrual Basis

#### PV COMMUNITY SERVICES DISTRICT Revenue & Expense Budget Performance

July through August 2023

	Jul - Aug 23	Budget	Jul - Aug 23	YTD Budget	Annual Budget
Uniforms 719 - Plant Uniforms 922 - Security Uniforms 934.1 - Gate Uniforms	164.52 0.00 0.00	187.34 218.30 159.00	164.52 0.00 0.00	187.34 218.30 159.00	1,124.04 1,310.00 954.00
Total Uniforms	164.52	564.64	164.52	564.64	3,388.04
Vehicles 716 - Plant Vehicles 917 - Security Vehicles	731.90 307.74	1,468.30 2,223.30	731.90 307.74	1,468.30 2,223.30	8,810.00 13,340.00
Total Vehicles	1,039.64	3,691.60	1,039.64	3,691.60	22,150.00
Workers' Comp. Insurance 706 - Plant Workers' Comp. Ins 811.5 - Admin Workers' Comp. Ins. 913 - Patrol Workers' Comp. Ins. 952.2 - Gate Workers' Comp. Ins.	0.00 0.00 0.00 0.00	190.00 158.30 1,541.70 1,825.00	0.00 0.00 0.00 0.00	190.00 158.30 1,541.70 1,825.00	1,140.00 950.00 9,250.00 10,950.00
Total Workers' Comp. Insurance	0.00	3,715.00	0.00	3,715.00	22,290.00
6560 · Payroll Expenses 701 · Drainage 712.1 · State Maint. Fee 730 · Water Tests & Analysis 815 · Fees 816 · Engineering	1,127.00 600.00 0.00 1,416.63 1,097.83 0.00	1,666.70 0.00 1,949.00 1,483.30 4,166.70	1,127.00 600.00 0.00 1,416.63 1,097.83	1,666.70 0.00 1,949.00 1,483.30 4,166.70	10,000.00 28,421.00 11,694.00 8,900.00 25,000.00
818 - Schools & Meetings 819 - Accounting 820 - Legal 921 - Guard Houses /Roadway Lease	1,025.37 27,607.59 15,948.17 2.00	1,748.80 8,464.80 8,980.00 2.00	1,025.37 27,607.59 15,948.17 2.00	1,748.80 8,464.80 8,980.00 2.00	10,493.00 50,789.00 53,880.00 2.00
Total Expense	279,087.73	282,751.88	279,087.73	282,751.88	1,745,792.08
Net Ordinary Income	~15,141.28	~885.58	~15,141.28	~885.58	~54,594.08
Net Income	~15,141.28	~885.58	~15,141.28	~885.58	~54,594.08

	Current	1 ~ 60	61 ~ 120	121 - 180	> 180	TOTAL
001	0.00	~592.00	~592.00	~592.00	~1,364.13	-3,140.13
002	0.00	0.00	0.00	~1,681.13	0.00	~1,681.13
003	0.00	0.00	0.00	~1,508.13	0.00	-1,508.13
004	0.00	0.00	0.00	~1,508.13	0.00	-1,508.13
005	0.00	0.00	0.00	0.00	~1,468.13	~1,468.13
006	0.00	-1,465.00	0.00	0.00	0.00	~1,465.00
007	0.00	~867.00	~302.13	0.00	0.00	~1,169.13
008	0.00	-988.13	0.00	0.00	0.00	~988.13
009	0.00	~592.00	~244.13	0.00	0.00	-836.13
010	0.00	~608.00	~227.13	0.00	0.00	~835.13
011	0.00	~578.00	~224.13	0.00	0.00	~802.13
012	0.00	~592.00	~95.13	0.00	0.00	~687.13
013	0.00	~631.74	0.00	0.00	0.00	~631.74
014	0.00	~631.74	0.00	0.00	0.00	~631.74
015	0.00	~631.74	0.00	0.00	0.00	~631.74
016	0.00	~631.74	0.00	0.00	0.00	~631.74
017	0.00	~608.00	0.00	0.00	0.00	-608.00
018	0.00	~608.00	0.00	0.00	0.00	~608.00
019	0.00	~608.00	0.00	0.00	0.00	~608.00
020	0.00	~608.00	0.00	0.00	0.00	~608.00
021	0.00	~578.00	~24.13	0.00	0.00	~602.13
022	0.00	~588.13	0.00	0.00	0.00	~588.13
023	0.00	~588.13	0.00	0.00	0.00	~588.13
024	0.00	~529.87	0.00	0.00	0.00	~529.87
025	0.00	~520.13	0.00	0.00	0.00	~520.13
026	0.00	~492.13	0.00	0.00	0.00	~492.13
027	0.00	0.00	0.00	~490.59	0.00	~490.59
028	0.00	0.00	0.00	0.00	-484.13	-484.13
029	0.00	~450.00	0.00	0.00	0.00	~450.00
030	~406.12	0.00	0.00	0.00	0.00	~406.12
031	0.00	~344.67	0.00	0.00	0.00	~344.67
032	0.00	~340.29	0.00	0.00	0.00	-340.29
033	0.00	-338.13	0.00	0.00	0.00	~338.13
034	0.00	-334.13	0.00	0.00	0.00	-334.13
035	0.00	-316.13	0.00	0.00	0.00	-316.13
036	0.00	~315.87	0.00	0.00	0.00	~315.87
037	0.00	~315.87	0.00	0.00	0.00	~315.87
038	0.00	~315.87	0.00	0.00	0.00	~315.87
039	0.00	~306.00	0.00	0.00	0.00	-306.00
040	0.00	~304.00	0.00	0.00	0.00	~304.00
041	0.00	~304.00	0.00	0.00	0.00	~304.00
042	0.00	~304.00	0.00	0.00	0.00	~304.00
043	0.00	~304.00	0.00	0.00	0.00	~304.00
044	0.00	~304.00	0.00	0.00	0.00	~304.00
045	0.00	-304.00	0.00	0.00	0.00	~304.00

	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
046	25.00	~321.13	0.00	0.00	0.00	~296.13
047	0.00	~292.13	0.00	0.00	0.00	~292.13
048	0.00	~292.13	0.00	0.00	0.00	~292.13
049	0.00	~292.13	0.00	0.00	0.00	~292.13
050	0.00	~292.13	0.00	0.00	0.00	~292.13
051	0.00	~292.13	0.00	0.00	0.00	~292.13
052	0.00	~289.00	0.00	0.00	0.00	~289.00
053	0.00	~274.13	0.00	0.00	0.00	~274.13
054	0.00	~215.87	0.00	0.00	0.00	~215.87
055	0.00	~215.87	0.00	0.00	0.00	~215.87
056	0.00	~214.00	0.00	0.00	0.00	~214.00
057	0.00	~192.13	0.00	0.00	0.00	~192.13
058	0.00	~190.13	0.00	0.00	0.00	~190.13
059	0.00	~160.00	0.00	0.00	0.00	~160.00
060	0.00	0.00	~142.36	0.00	0.00	~142.36
061	0.00	0.00	0.00	0.00	~72.00	~72.00
062	0.00	~40.00	0.00	0.00	0.00	~40.00
063	0.00	~12.00	0.00	0.00	0.00	~12.00
064	0.00	~11.87	0.00	0.00	0.00	~11.87
065	0.00	-4.13	0.00	0.00	0.00	-4.13
066	0.00	-0.13	0.00	0.00	0.00	-0.13
067	0.00	-0.13	0.00	0.00	0.00	-0.13
068	0.00	~0.13	0.00	0.00	0.00	~0.13
069	0.00	0.05	0.00	0.00	0.00	0.05
070	0.00	0.07	0.00	0.00	0.00	0.07
071	0.00	0.08	0.00	0.00	0.00	0.08
072	0.00	0.87	0.00	0.00	0.00	0.87
073	0.00	0.87	0.00	0.00	0.00	0.87
074	0.00	0.87	0.00	0.00	0.00	0.87
075	0.00	0.00	3.05	0.00	0.00	3.05
076	0.00	3.87	0.00	0.00	0.00	3.87
077	0.00	0.00	4.98	0.00	0.00	4.98
078	0.00	5.87	0.00	0.00	0.00	5.87
079	0.00	8.00	0.00	0.00	0.00	8.00
080	0.00	11.87	0.00	0.00	0.00	11.87
081	0.00	11.87	0.00	0.00	0.00	11.87
082	0.00	11.87	0.00	0.00	0.00	11.87
083	0.00	11.87	0.00	0.00	0.00	11.87
084	0.00	11.87	0.00	0.00	0.00	11.87
085	0.00	11.87	0.00	0.00	0.00	11.87
086	0.00	11.87	0.00	0.00	0.00	11.87
087	0.00	11.87	0.00	0.00	0.00	11.87
088	0.00	11.87	0.00	0.00	0.00	11.87
089	0.00	11.87	0.00	0.00	0.00	11.87
090	0.00	11.87	0.00	0.00	0.00	11.87

	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
091	0.00	11.87	0.00	0.00	0.00	11.87
092	0.00	11.87	0.00	0.00	0.00	11.87
093	0.00	11.87	0.00	0.00	0.00	11.87
094	0.00	11.87	0.00	0.00	0.00	11.87
095	0.00	11.87	0.00	0.00	0.00	11.87
096	0.00	11.87	0.00	0.00	0.00	11.87
097	0.00	11.87	0.00	0.00	0.00	11.87
098	0.00	11.87	0.00	0.00	0.00	11.87
099	0.00	11.87	0.00	0.00	0.00	11.87
100	0.00	17.87	0.00	0.00	0.00	17.87
101	25.00	0.00	0.00	0.00	0.00	25.00
102	25.00	0.00	0.00	0.00	0.00	25.00
103	25.00	0.00	0.00	0.00	0.00	25.00
104	0.00	36.00	0.00	0.00	0.00	36.00
105	0.00	45.00	0.00	0.00	0.00	45.00
106	0.00	315.87	0.00	~270.56	0.00	45.31
107	0.00	47.87	0.00	0.00	0.00	47.87
108	0.00	87.87	0.00	0.00	0.00	87.87
109	0.00	90.00	0.00	0.00	0.00	90.00
110	0.00	91.30	0.00	0.00	0.00	91.30
111	0.00	166.18	0.00	0.00	0.00	166.18
112	0.00	214.00	0.00	0.00	0.00	214.00
113	0.00	215.87	0.00	0.00	0.00	215.87
114	0.00	287.09	0.00	0.00	0.00	287.09
115	0.00	304.00	0.00	0.00	0.00	304.00
116	0.00	304.00	0.00	0.00	0.00	304.00
117	0.00	304.00	0.00	0.00	0.00	304.00
118	0.00	304.00	0.00	0.00	0.00	304.00
119	0.00	304.00	0.00	0.00	0.00	304.00
120	0.00	315.87	0.00	0.00	0.00	315.87
121	0.00	315.87	0.00	0.00	0.00	315.87
122	0.00	315.87	0.00	0.00	0.00	315.87
123	0.00	315.87	0.00	0.00	0.00	315.87
124	0.00	315.87	0.00	0.00	0.00	315.87
125	0.00	315.87	0.00	0.00	0.00	315.87
126	0.00	315.87	0.00	0.00	0.00	315.87
127	0.00	315.87	0.00	0.00	0.00	315.87
128	0.00	315.87	0.00	0.00	0.00	315.87
129	0.00	315.87	0.00	0.00	0.00	315.87
130	0.00	315.87	0.00	0.00	0.00	315.87
131	0.00	315.87	0.00	0.00	0.00	315.87
132	0.00	327.87	0.00	0.00	0.00	327.87
133	0.00	327.87	0.00	0.00	0.00	327.87
134	0.00	339.87	0.00	0.00	0.00	339.87
135	0.00	351.00	0.00	0.00	0.00	351.00

	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
136	0.00	318.91	33.43	0.00	0.00	352.34
137	0.00	355.53	~1.60	~0.80	0.00	353.13
138	0.00	353.88	0.00	0.00	0.00	353.88
139	25.00	340.87	0.00	0.00	0.00	365.87
140	0.00	400.00	0.00	0.00	0.00	400.00
141	23.69	419.87	0.00	0.00	0.00	443.56
142	480.00	0.00	0.00	0.00	0.00	480.00
143	0.00	654.50	0.00	0.00	0.00	654.50
144	34.69	619.87	0.00	0.00	0.00	654.56
145	34.69	619.87	0.00	0.00	0.00	654.56
146	34.69	619.87	0.00	0.00	0.00	654.56
147	34.69	619.87	0.00	0.00	0.00	654.56
148	34.69	619.87	0.00	0.00	0.00	654.56
149	24.61	428.00	214.00	0.00	0.00	666.61
150	24.61	428.00	214.00	0.00	0.00	666.61
151	34.86	654.50	0.00	0.00	0.00	689.36
152	36.50	644.41	337.44	0.00	0.00	1,018.35
153	0.00	1,284.00	0.00	0.00	0.00	1,284.00
154	22.73	250.05	270.07	275.08	1,470.26	2,288.19
155	32.91	451.54	465.48	460.85	886.72	2,297.50
156	43.09	661.17	685.59	681.26	271.77	2,342.88
157	33.78	452.41	467.20	478.19	1,040.84	2,472.42
158	33.81	452.44	467.26	462.62	1,062.64	2,478.77
159	34.78	453.40	469.17	478.37	1,236.88	2,672.60
160	46.85	666.49	693.65	686.77	1,005.52	3,099.28
161	51.47	669.51	699.65	738.62	1,868.27	4,027.52
TOTAL	816.02	~1,370.99	3,172.23	~1,789.58	5,454.51	6,282.19

		oi rugusi 51				
	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
001	0.00	~592.00	~592.00	~592.00	~1,344.26	~3,120.26
002	0.00	~1,551.26	0.00	0.00	0.00	~1,551.26
003	0.00	~1,452.13	0.00	0.00	0.00	~1,452.13
004	0.00	0.00	0.00	0.00	~1,365.26	~1,365.26
005	0.00	0.00	0.00	~1,192.26	0.00	~1,192.26
006	0.00	0.00	0.00	~1,192.26	0.00	~1,192.26
007	0.00	0.00	0.00	0.00	~1,152.26	~1,152.26
008	0.00	~853.26	~289.00	0.00	0.00	~1,142.26
009	0.00	~880.26	0.00	0.00	0.00	~880.26
010	0.00	~826.49	0.00	0.00	0.00	~826.49
011	0.00	~608.00	~215.26	0.00	0.00	~823.26
012	0.00	~578.00	~197.26	0.00	0.00	~775.26
013	0.00	~592.00	~75.26	0.00	0.00	~667.26
014	0.00	~660.26	0.00	0.00	0.00	~660.26
015	0.00	~631.74	0.00	0.00	0.00	~631.74
016	0.00	~596.13	0.00	0.00	0.00	~596.13
017	0.00	~596.13	0.00	0.00	0.00	~596.13
018	0.00	~576.26	0.00	0.00	0.00	~576.26
019	0.00	~575.26	0.00	0.00	0.00	~575.26
020	0.00	~529.87	0.00	0.00	0.00	~529.87
021	0.00	~296.00	~224.26	0.00	0.00	~520.26
022	0.00	~508.26	0.00	0.00	0.00	~508.26
023	0.00	~450.00	0.00	0.00	0.00	~450.00
024	0.00	~394.25	0.00	0.00	0.00	~394.25
025	0.00	~365.72	0.00	0.00	0.00	~365.72
026	0.00	~328.42	0.00	0.00	0.00	~328.42
027	0.00	~321.26	0.00	0.00	0.00	~321.26
028	0.00	~317.13	0.00	0.00	0.00	~317.13
029	0.00	~315.87	0.00	0.00	0.00	~315.87
030	0.00	~315.87	0.00	0.00	0.00	~315.87
031	0.00	~315.87	0.00	0.00	0.00	~315.87
032	0.00	~315.87	0.00	0.00	0.00	~315.87
033	0.00	~315.87	0.00	0.00	0.00	~315.87
034	0.00	~315.87	0.00	0.00	0.00	~315.87
035	0.00	~304.00	0.00	0.00	0.00	~304.00
036	0.00	~304.00	0.00	0.00	0.00	~304.00
037	0.00	~292.13	0.00	0.00	0.00	~292.13
038	0.00	~290.87	0.00	0.00	0.00	~290.87
039	0.00	~280.26	0.00	0.00	0.00	~280.26
040	0.00	~280.26	0.00	0.00	0.00	~280.26
041	0.00	~280.26	0.00	0.00	0.00	~280.26
042	0.00	~264.26	0.00	0.00	0.00	~264.26
043	0.00	~258.26	0.00	0.00	0.00	~258.26
044	0.00	~215.87	0.00	0.00	0.00	~215.87
045	0.00	~215.87	0.00	0.00	0.00	~215.87

	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
046	0.00	~215.87	0.00	0.00	0.00	~215.87
047	0.00	~178.26	0.00	0.00	0.00	~178.26
048	0.00	0.00	0.00	~174.72	0.00	~174.72
049	0.00	0.00	0.00	0.00	~168.26	~168.26
050	0.00	~160.00	0.00	0.00	0.00	~160.00
051	0.00	0.00	0.00	0.00	~60.00	~60.00
052	0.00	~40.00	0.00	0.00	0.00	~40.00
053	0.00	~28.80	0.00	0.00	0.00	~28.80
054	0.00	~24.13	0.00	0.00	0.00	~24.13
055	0.00	~23.62	0.00	0.00	0.00	~23.62
056	0.00	~22.26	0.00	0.00	0.00	~22.26
057	0.00	~21.69	0.00	0.00	0.00	~21.69
058	0.00	0.00	~4.26	0.00	0.00	~4.26
059	0.00	~4.13	0.00	0.00	0.00	~4.13
060	0.00	~4.13	0.00	0.00	0.00	~4.13
061	0.00	~0.26	0.00	0.00	0.00	~0.26
062	0.00	~0.26	0.00	0.00	0.00	~0.26
063	0.00	~0.26	0.00	0.00	0.00	~0.26
064	0.00	~0.26	0.00	0.00	0.00	~0.26
065	0.00	~0.13	0.00	0.00	0.00	-0.13
066	0.00	~0.13	0.00	0.00	0.00	-0.13
067	0.00	0.00	0.00	0.00	0.00	0.00
068	0.00	0.00	0.00	0.00	0.00	0.00
069	0.00	0.00	0.00	0.00	0.00	0.00
070	0.00	0.01	0.00	0.00	0.00	0.01
071	0.00	0.08	0.00	0.00	0.00	0.08
072	0.00	0.40	0.00	0.00	0.00	0.40
073	0.00	0.87	0.00	0.00	0.00	0.87
074	0.00	1.74	0.00	0.00	0.00	1.74
075	0.00	1.74	0.00	0.00	0.00	1.74
076	0.00	3.00	0.00	0.00	0.00	3.00
077	0.00	9.87	0.00	0.00	0.00	9.87
078	0.00	11.87	0.00	0.00	0.00	11.87
079	0.00	11.87	0.00	0.00	0.00	11.87
080	0.00	11.87	0.00	0.00	0.00	11.87
081	0.00	11.87	0.00	0.00	0.00	11.87
082	0.00	11.87	0.00	0.00	0.00	11.87
083	0.00	11.87	0.00	0.00	0.00	11.87
084	0.00	11.87	0.00	0.00	0.00	11.87
085	0.00	11.87	0.00	0.00	0.00	11.87
086	0.00	12.00	0.00	0.00	0.00	12.00
087	0.00	12.74	0.00	0.00	0.00	12.74
088	0.00	23.74	0.00	0.00	0.00	23.74
089	0.00	23.74	0.00	0.00	0.00	23.74
090	0.00	23.74	0.00	0.00	0.00	23.74

	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
091	0.00	23.74	0.00	0.00	0.00	23.74
092	0.00	23.74	0.00	0.00	0.00	23.74
093	0.00	31.74	0.00	0.00	0.00	31.74
094	0.00	34.63	0.00	0.00	0.00	34.63
095	0.00	36.00	0.00	0.00	0.00	36.00
096	0.00	45.31	0.00	0.00	0.00	45.31
097	0.00	53.74	0.00	0.00	0.00	53.74
098	0.00	91.30	0.00	0.00	0.00	91.30
099	0.00	103.74	0.00	0.00	0.00	103.74
100	0.00	213.74	0.00	0.00	0.00	213.74
101	0.00	215.87	0.00	0.00	0.00	215.87
102	0.00	215.87	0.00	0.00	0.00	215.87
103	0.00	215.87	0.00	0.00	0.00	215.87
104	0.00	228.00	0.00	0.00	0.00	228.00
105	0.00	238.61	0.00	0.00	0.00	238.61
106	0.00	238.61	0.00	0.00	0.00	238.61
107	0.00	294.96	0.00	0.00	0.00	294.96
108	0.00	304.00	0.00	0.00	0.00	304.00
109	0.00	304.00	0.00	0.00	0.00	304.00
110	0.00	304.00	0.00	0.00	0.00	304.00
111	0.00	304.00	0.00	0.00	0.00	304.00
112	0.00	315.87	0.00	0.00	0.00	315.87
113	0.00	315.87	0.00	0.00	0.00	315.87
114	0.00	315.87	0.00	0.00	0.00	315.87
115	0.00	315.87	0.00	0.00	0.00	315.87
116	0.00	315.87	0.00	0.00	0.00	315.87
117	0.00	315.87	0.00	0.00	0.00	315.87
118	0.00	315.87	0.00	0.00	0.00	315.87
119	0.00	315.87	0.00	0.00	0.00	315.87
120	0.00	315.87	0.00	0.00	0.00	315.87
121	0.00	315.87	0.00	0.00	0.00	315.87
122	0.00	315.87	0.00	0.00	0.00	315.87
123	0.00	315.87	0.00	0.00	0.00	315.87
124	0.00	315.87	0.00	0.00	0.00	315.87
125	0.00	315.87	0.00	0.00	0.00	315.87
126	0.00	315.87	0.00	0.00	0.00	315.87
127	0.00	315.87	0.00	0.00	0.00	315.87
128	0.00	315.87	0.00	0.00	0.00	315.87
129	0.00	315.87	0.00	0.00	0.00	315.87
130	0.00	315.87	0.00	0.00	0.00	315.87
131	0.00	315.87	0.00	0.00	0.00	315.87
132	0.00	315.87	0.00	0.00	0.00	315.87
133	0.00	315.87	0.00	0.00	0.00	315.87
134	0.00	315.87	0.00	0.00	0.00	315.87
135	0.00	323.87	0.00	0.00	0.00	323.87

_	Current	1 ~ 60	61 ~ 120	121 ~ 180	> 180	TOTAL
136	0.00	327.74	0.00	0.00	0.00	327.74
137	0.00	327.74	0.00	0.00	0.00	327.74
138	0.00	340.87	0.00	0.00	0.00	340.87
139	0.00	351.00	0.00	0.00	0.00	351.00
140	0.00	365.87	0.00	0.00	0.00	365.87
141	0.00	400.00	0.00	0.00	0.00	400.00
142	0.00	480.00	0.00	0.00	0.00	480.00
143	0.00	642.00	0.00	0.00	0.00	642.00
144	34.75	631.74	0.00	0.00	0.00	666.49
145	34.75	631.74	0.00	0.00	0.00	666.49
146	34.75	631.74	0.00	0.00	0.00	666.49
147	0.00	679.74	0.00	0.00	0.00	679.74
148	24.88	455.43	204.00	0.00	0.00	684.31
149	34.86	654.56	0.00	0.00	0.00	689.42
150	34.94	631.74	38.01	0.00	0.00	704.69
151	35.04	666.60	23.63	0.00	0.00	725.27
152	36.44	666.43	304.00	0.00	0.00	1,006.87
153	36.44	666.43	304.00	0.00	0.00	1,006.87
154	38.26	656.37	677.85	0.00	0.00	1,372.48
155	23.66	300.73	271.42	272.58	1,607.46	2,475.85
156	34.40	514.65	468.99	463.16	1,116.57	2,597.77
157	45.13	724.83	687.70	684.67	611.55	2,753.88
158	35.28	515.52	470.72	472.71	1,279.34	2,773.57
159	35.31	515.55	470.78	464.94	1,293.37	2,779.95
160	36.28	516.52	472.70	473.78	1,475.47	2,974.75
161	53.55	733.21	704.34	719.18	2,236.66	4,446.94
162	0.00	13,045.35	~0.80	~1.60	0.00	13,042.95
TOTAL	608.72	17,707.54	3,500.04	398.18	5,530.38	27,744.86

#### PROFESSIONAL SERVICES AGREEMENT

#### BETWEEN THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT

#### **AND WATER QUALITY SPECIALISTS**

#### FOR WASTEWATER TREATMENT PLANT CONTRACT OPERATIONS, MAINTENANCE AND COMPLIANCE

#### **PLAN**

This Professional Services Agreement ("Agreement") is made on this 1<sup>st</sup> day of October, 2023, between the PAUMA VALLEY COMMUNITY SERVICES DISTRICT ("PVCSD"), and WATER QUALITY SPECIALISTS, ("CONTRACTOR"), an independent contractor, with a principal place of business in Escondido, California.

### ARTICLE 1 TERM OF CONTRACT

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

### ARTICLE 2 SERVICES TO BE PERFORMED BY CONTRACTOR

#### **Specific Services**

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

#### **Status of CONTRACTOR**

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

#### **Payment of Income Taxes**

- 2.04 CONTRACTOR shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance and for otherwise complying with all other employment law requirements with respect to CONTRACTOR or its employee(s).
- 2.05 To the maximum extent allowable by law, CONTRACTOR agrees to indemnify, defend and hold PVCSD harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines) PVCSD suffers as a result of (a) CONTRACTOR's failure to meet its obligations under paragraph 2.04, or (b) a third party's designation of CONTRACTOR or its employee as an employee of PVCSD, regardless of any actual or alleged negligence by PVCSD.

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

- 2.06 CONTRACTOR will perform all services under this Agreement in good faith and in the best interests of PVCSD. In performing the services specified in this Agreement, CONTRACTOR agrees to comply with all laws, rules, regulations and ordinances, whether federal, state or local, and any and all PVCSD policies, procedures, departmental rules and other directives applicable to the services to be performed and provided by PVCSD's Project Manager to the CONTRACTOR, including, but not limited to, PVCSD's Contractor Safety Policies and Procedures. Any changes to PVCSD policies and procedures that relate to CONTRACTOR will be provided to CONTRACTOR in writing. CONTRACTOR agrees to review such policies, procedures, rules and directives the contents of which CONTRACTOR will be deemed to have knowledge.
- 2.07 CONTRACTOR shall ensure that any report generated under this Agreement complies with California Government Code section 7550.
- 2.08 CONTRACTOR shall comply with all of the following requirements with respect to any services as a Building/Construction Inspector, Field Soils and Material Tester, or Land Surveyor, as those trades are defined by the California Department of Industrial Relations ("DIR").
- 2.08.1 CONTRACTOR agrees to comply with and require its subcontractors to comply with the requirements of California Labor Code sections 1720 et seq., and 1770 et seq., and California Code of Regulations, title 8, section 16000 et seq. (collectively, "Prevailing Wage Laws") and any additional applicable California Labor Code provisions related to such work including without limitation payroll recordkeeping requirements. CONTRACTOR and its subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the DIR for all services described in Section 2.08 of this Agreement and as required by law. The general prevailing wage determinations can be found on the DIR website at: <a href="http://www.dir.ca.gov/dslr">http://www.dir.ca.gov/dslr</a>. Copies of the prevailing rate of per diem wages may be accessed at PVCSD's administrative office, and shall be made available upon request. If in the event a special prevailing wage rate request from DIR is required for this project, this will be procured and provided to the CONTRACTOR within a reasonable amount of time that is contingent upon DIR's response time for such a request and any prevailing wage rates paid to employees under this Agreement shall be adjusted accordingly. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services described in Section 2.08 of this Agreement available to interested parties upon request, and shall post and maintain copies at CONTRACTOR'S principal place of business and at all site(s) where services are performed. Penalties for violation of Prevailing Wage Laws may be assessed in accordance with such laws. For example, CONTRACTOR shall forfeit, as a penalty to PVCSD, Two Hundred Dollars (\$200) for each calendar day,

or portion thereof, for each workman paid less than stipulated prevailing rates for services performed under this Agreement by him, or any subcontractor under him, in violation of Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold PVCSD and each of their respective officials, officers, directors, employees, agents and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of CONTRACTOR or its subcontractors to comply with Prevailing Wage Laws. CONTRACTOR agrees to obtain its public works contractor registration through the DIR prior to performing any work under this Agreement, and CONTRACTOR understands and agrees to renew and maintain its DIR registration status throughout the term of this Agreement.

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

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

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

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

### ARTICLE 3 PROJECT TEAM

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

- 1. Mr. Jon Coombs, Operations Manager, CONTRACTOR
- 2. Various Certified Operators, CONTRACTOR

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

### ARTICLE 4 COMPENSATION

4.01 Compensation for all work performed under this Agreement shall be calculated on a time and materials basis. Compensation for the services described in Attachment A shall not exceed Six Thousand Three Hundred and Fifty Dollars (\$6,350.00) Per Calendar Month. This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties and set forth in an amendment to this Agreement. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. CONTRACTOR and PVCSD agree that this fee was arrived at through arms length negotiations between the parties.

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

4.02 PVCSD will reimburse CONTRACTOR for all reasonable expenses incurred in performing services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in Section 4.01. CONTRACTOR shall submit invoices to PVCSD'S Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by PVCSD. CONTRACTOR will provide PVCSD with receipts for all expenses. PVCSD shall make payment to CONTRACTOR within thirty (30) days of receipt of an approved invoice.

### ARTICLE 5 OBLIGATIONS OF CONTRACTOR

#### **Non Exclusive Relationship**

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

#### Tools, Materials, and Equipment

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

#### **CONTRACTOR's Qualifications**

5.03 CONTRACTOR represents that its employee(s) has the qualifications and skills necessary to

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

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

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

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

5.04.2 CONTRACTOR shall defend Indemnified Parties, at CONTRACTOR's own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations or other proceedings of any kind that may be brought or instituted against Indemnified Parties. CONTRACTOR and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and CONTRACTOR shall pay Indemnified Parties' reasonable attorneys' fees and costs as they are incurred. Indemnified Parties shall be consulted regarding and approve the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by PVCSD, CONTRACTOR shall pay for the reasonable attorneys' fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties' legal counsel in addition to CONTRACTOR's own legal fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. CONTRACTOR shall not agree without Indemnified Parties' prior written consent to any settlement on Indemnified Parties' behalf.

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

- 5.04.4 CONTRACTOR shall pay and satisfy any judgment, award, liability or decree that may be awarded, imposed or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.
- 5.04.5 CONTRACTOR's indemnification, hold harmless and defense obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR, subcontractor, supplier or other person under workers' compensation acts, disability acts or other employee acts or the insurance required by this Agreement. CONTRACTOR's indemnification, hold harmless and defense obligation shall not be restricted to insurance proceeds, if any, received by CONTRACTOR or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect CONTRACTOR's indemnity obligations.
- 5.04.6 CONTRACTOR's indemnification, hold harmless and defense obligation shall survive the termination of expiration of this Agreement.

#### Insurance

- 5.05 CONTRACTOR shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:
- 5.05.1 California Workers' Compensation Insurance, as required by the State of California, with statutory limits.
- 5.05.2 General Liability Insurance [occurrence form CG 0001], covering bodily injury, personal injury and property damage with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be three times the required occurrence limit.
- 5.05.3 Automobile Liability Insurance [form number CA 0001, covering code 1 (any auto)] covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury and property damage.
- 5.05.4 Employer's Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim for bodily injury or disease.
- 5.05.5 Error and Omissions Insurance appropriate to CONTRACTOR's services, with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- 5.06 The following are required provisions:
- 5.06.1 CONTRACTOR will provide additional insured insurance coverage and policy endorsements for PVCSD and each of their respective officers, officials, directors, employees, volunteers or agents (collectively referred to as the "Insured Parties") under the general liability and automobile liability

policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85, or both CG 20 10 and CG 20 37 forms if later revisions to CG 20 10 are used).

- 5.06.2 CONTRACTOR's insurance shall be primary insurance as respects Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of CONTRACTOR's insurance and shall not contribute to it.
- 5.06.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.
- 5.06.4 CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.
- 5.06.5 Liability insurance shall include indemnification against loss from liability imposed by law upon, or assumed under contract by, CONTRACTOR or its subcontractors for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting from the performance or execution of this Agreement by CONTRACTOR or its subcontractors.
- 5.06.6 Liability insurance shall cover accidents arising out of the use and operation of owned, non-owned and hired automobiles, trucks and/or other mobile equipment.
- 5.06.7 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled or materially modified by the insured or insurer without thirty (30) days prior written notice by certified mail to PVCSD.
- 5.06.8 All policies shall specifically cover any contractual liability incurred hereunder.
- 5.07 CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Insured Parties for all work performed by CONTRACTOR, its employees, agents and subcontractors.
- 5.08 Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by PVCSD.
- 5.09 Any deductibles or self-insured retention limits must be disclosed to and approved by PVCSD prior to the execution of this Agreement. At the option of PVCSD, either: the insurer shall reduce or eliminate such deductibles as respects the Insured Parties; or CONTRACTOR shall provide a financial guarantee satisfactory to PVCSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 5.10 CONTRACTOR will furnish PVCSD with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by PVCSD. CONTRACTOR shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer's representative. Such evidence shall include confirmation that coverage includes or has been modified to include all provisions required by this Agreement.

CONTRACTOR shall, upon request of PVCSD at any time, deliver to PVCSD complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

- 5.11 If any of the required coverages expire during the term of this Agreement, CONTRACTOR shall deliver the renewed certificate(s) including the general liability and auto liability additional insured endorsements to PVCSD at least ten (10) days prior to the expiration date.
- 5.12 In the event that CONTRACTOR employs subcontractors to perform any portion of the services to be performed pursuant to this Agreement, it shall be CONTRACTOR's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement.

#### **Conflict of Interest**

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

#### Assignment

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

#### Safety

5.15 CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel, including personnel of any subcontractors, during performance of the services. CONTRACTOR shall fully comply with all laws, rules, regulations and ordinances relating to safety of the public and workers, whether federal, state or local. CONTRACTOR shall also comply with all contract provisions and PVCSD's policies, procedures, departmental rules and other directives, as provided by PVCSD's Project Manager to CONTRACTOR, relating to the safety of the public and workers, including, but not limited to, PVCSD's Contractor Safety Policies and Procedures and any project specific requirements.

# ARTICLE 6 OBLIGATIONS OF PVCSD

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

#### Place of Work

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

#### Indemnity

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

# ARTICLE 7 TERMINATION OF AGREEMENT

#### **Termination for Default**

- 7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:
- 7.01.1 CONTRACTOR's failure to complete the services specified in Article 2 of this Agreement.
- 7.01.2 CONTRACTOR's material breach of any representation or term contained in this Agreement.
- 7.01.3 PVCSD's material breach of any representation or agreement contained in this Agreement.

#### **Termination Without Cause**

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

#### **Compensation Upon Termination**

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

# ARTICLE 8 PROPRIETARY RIGHTS

#### **Confidential Information**

- 8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by PVCSD for CONTRACTOR's use are the sole property of PVCSD. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning PVCSD employees, products, services, prices, operations, and subsidiaries.
- 8.02 CONTRACTOR and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with PVCSD approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONTRACTOR's employees, agents, and subcontractors. On termination of this Agreement, CONTRACTOR will promptly return any confidential information in its possession to PVCSD.

#### **ARTICLE 9**

#### **GENERAL PROVISIONS**

#### **Notices**

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

To PVCSD: Pauma Valley Community

**Services District** 

33129 Cole Grade Road

Pauma Valley, California 92061

Attention: Mr. Eric Steinlicht, General Manager

Phone: (760) 742 - 1909

To CONTRACTOR: Water Quality Specialists

511 Venture Street

Escondido, California 92029

Attention: Mr. Cameron Coombs, President

Phone: (760) 745 - 2228

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

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

#### **Partial Invalidity**

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

#### **Attorneys' Fees**

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

#### **Document and Materials Ownership**

9.05 All original drawings, diskettes, and other copies of documents and materials developed for the

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

#### **Patent and Copyright Indemnity**

- 9.06 CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to PVCSD under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless PVCSD from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. PVCSD will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without PVCSD's prior written consent to any settlement which would require PVCSD to pay money or perform some affirmative act in order to continue using Contractor Products.
- 9.06.1 If CONTRACTOR is obligated to defend PVCSD pursuant to this section 9.06 and fails to do so after reasonable notice from PVCSD, PVCSD may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to PVCSD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with PVCSD's defense and/or settlement of such proceeding.
- 9.06.2 In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for PVCSD the right to continue using Contractor Products; or (2) replace or modify Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- 9.06.3 Notwithstanding this section 9.06, PVCSD retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
- 9.06.4 All provisions of Section 5.04, including the subsections thereunder, shall apply to CONTRACTOR's obligation pursuant to this Section 9.06.

#### **Audits**

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

#### **Counterparts**

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

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

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

#### **Governing Law**

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

#### Jurisdiction, Forum and Venue

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

# **Signature Authority**

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

CONTRACTOR

Executed in San Diego County, California, on October 1<sup>st</sup>, 2023.

DALIMA VALLEY COMMUNITY SERVICES DISTRICT

TAGNIA VALLET COMMONTT SERVICES DISTRICT	CONTRACTOR
Eine Steinlist By:	Cameron Coomle
Eric Steinlicht, General Manager	Cameron Coombs, President

# Attachment A – Scope of Work

511 Venture St. Escondido, CA 92029 Contract Operator #0033 Phone: (760) 745-2228 Fax: (760) 738-9501 office@wqsca.com www.wqsca.com



July 1st, 2023

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

Re: Proposal for the operation and preventive maintenance of the Pauma Valley Community Services District Wastewater Treatment Plant.

Water Quality Specialists proposes to provide operations personnel necessary for the operation and preventive maintenance of the Pauma Valley Community Services District Wastewater Treatment Plant. A California State Certified Operator, Grade-III or higher, will oversee the operations of the WWTP, as the Chief Plant Operator. A California State Certified Operator, Grade-II or higher will be assigned as the Operator of the WWTP. This project will be covered under our two-million-dollar general liability policy.

This contract shall be valid based on the following terms and conditions:

- 1. Water Quality Specialists will operate, perform preventive maintenance, and perform required sampling of the Wastewater Treatment Plant per the Operation and Maintenance Manual. Preventive maintenance includes labor for the following items:
  - i. Oiling and greasing of equipment
  - ii. Replacing air filters
  - iii. Replacing belts
  - iv. Testing floats
  - v. Amp draws
  - 2. Water Quality Specialists will perform all sampling and reporting for the WWTP.
- 3. Water Quality Specialists will visit the wastewater treatment plant five (5) times per week for operation duties.
- 4. Water Quality Specialists will visit the wastewater treatment plant one (1) time per month for preventative maintenance duties.
- 5. Water Quality Specialists will provide services at the lift stations upon request from Pauma Valley Community Services District at the rate of \$125.00 per hour.
- 6. Water Quality Specialists will complete all required reports and submit, on time, to the appropriate governing agencies. A copy of all reports will be kept at our office and will also be provided to Pauma Valley Community Services District.

Phone: (760) 745-2228 Fax: (760) 738-9501 office@wqsca.com www.wqsca.com



# Water Quality Specialists

- 7. Pauma Valley Community Services District will be responsible for all costs associated with laboratory sampling.
- 8. Pauma Valley Community Services District will be responsible for all costs associated with preventive maintenance materials and supplies.
- 9. Pauma Valley Community Services District will be responsible for all costs associated with sludge pumping.
- 10. Water Quality Specialists will provide twenty-four (24) hour emergency response. Emergencies requiring a physical response will be billed at the rate of \$125.00 per hour.
- 11. Water Quality Specialists will report any changes in the plant status: repairs to equipment, equipment failures, etc., to Pauma Valley Community Services District immediately.
- 12. Pauma Valley Community Services District will be responsible for all costs associated with repairs or replacement of motors, blowers, communication equipment, chemicals, electricity, electrical controls, etc.
- 13. Pauma Valley Community Services District will be responsible for all sewer line maintenance.
- 14. Water Quality Specialists shall not be held liable for any fines levied against the above-mentioned Wastewater Treatment Plant involving operations and maintenance, beyond the control of the Water Quality Specialists Operator.

For the above-mentioned scope of work, the monthly fee will be \$6,350.00 which will be invoiced on the 1<sup>st</sup> of each month for services provided the month prior.

A signature and date below, of a legal representative of Pauma Valley Community Services

posal. This contract will be valid for a two (2) year period.
Eine Steinlist
Eric Steinlicht
•

**Cameron Coombs Water Quality Specialists** 

#### SECURITY REPORT

July 10 2023 - August 10 2023

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

# **Vehicle Maintenance Report**

#### START---

- Tesla 01 (45,811) Did not pass visual inspection.
- Tesla 02 (50,218 )- Did not pass visual inspection.

Unit 01 had the tires rotated at Serrato Auto, the occupant classification system filter module was replaced by Tesla, the trunk and quarter panels wrap have sun damage, and everything else is working properly. Unit 02 had the tires rotated, cabin air filters replaced, window switch replaced, front suspension components were also replaced, and four-wheel alignment was performed by Tesla, everything else is working properly.

German Colin, Vehicle Maintenance Officer

#### **Gate Report**

Quality Gate Co. has brought both the center gate and barrier arm back online. The arm and gate now open under our control using the intercom and for cars with transponders. The switch panel controls for this and the rear gate located at the front guardhouse however have shorted out and require a new switching device to be installed. Several program glitches have been noticed within the Dwelling Live program used at the gates. An email was sent to Dwelling Lives technical support to inquire about updates and remedies. The Uniden scanner that is used at the guardhouse to monitor 911 dispatch calls for the area has had several instances recently where the calls have been unintelligible. Patrol officers continue to actively watch and listen for any service or gardening noise violations during the restricted hours of Saturday and Sunday. All activity of this type that is observed by the gates will be entered into D.A.R. The gates will continue to advise all potential violators of these rules.

# **ACTIVITY LOG**

**July 11<sup>th,</sup> 2023 at 0933 – Snake Call.** Officer Aguilar was dispatched to Temet Dr. for a snake call. UTL snake.

**July 11**<sup>th,</sup> **2023 at 1950 – Snake Call.** Officer Aguilar was dispatched to Womsi Rd. for a snake call. The snake was removed.

**July 11<sup>th,</sup> 2023 at 2022 – Noise Complaint.** Officer Aguilar was dispatched to Temet Dr. for a noise complaint. The Officer made contact with a few people playing in the pool listening to music. He asked the guest to keep it down. The guest complied.

**July 12<sup>th,</sup> 2023 at 0640 – Unsecured Door.** Officer Albert found two hangars unsecured. The Officer cleared and secured both hangars.

**July 12<sup>th,</sup> 2023 at 0940 – Pauma School 459A.** Officer Easter was dispatched to the Pauma School Admin building for a 459A. The Officer made contact with the janitor and a faculty member. The alarm was accidental.

July 12<sup>th,</sup> 2023 at 1410 – Complaint. A PVCC greens maintenance employee contacted Officer Easter to complain about a landscaper who damaged the greens near the 16<sup>th</sup> tee-off. He said that over the weekend, the landscaper contacted him about some greens being damaged and he would fix the issue right away. A few days later the 16<sup>th</sup> tee-off still looks the same. Nothing has been done or fixed. The Greens maintenance employee asked what could be done about this issue. The Officer on duty told the employee that he would pass this issue to his superiors, and they would contact him shortly.

**July 13**<sup>th,</sup> **2023 at 0300 – Unsecured Door.** Officer Albert found one hangar unsecured. The Officer cleared and secured the hangar.

**July 13**<sup>th,</sup> **2023** at **1857 – District Office 459A.** Officer Colin and Officer Phan were dispatched to the District Office for a 459A. The motion 4 detector was set off. Both Officers patrolled the building and found no signs of forced entry. Control 1 was notified.

**July 13**<sup>th,</sup> **2023 at 2340 – Suspicious Activity.** Officer Colin found a silver Ford Focus unoccupied parked at the Pauma Farm. The Vehicle belonged to a guest visiting a resident inside the PVCCE.

**July 14**<sup>th,</sup> **2023 at 1114 – Complaint.** Officer Albert received a complaint from Greens Maintenance regarding a landscaper damaging some parts of the greens near hole 16 with a tractor. Also, the landscaper has been parking his truck and trailer near the gravel yard. Also, there have been reports that the landscaper has been using the ice machine without permission. Officer Albert discussed this matter with the GM of PVCSD and both agreed to contact the landscaper regarding the issues.

**July 14**<sup>th,</sup> **2023 at 1513 – Unsecured Door.** Officer Easter found the Pauma Heights RPMWC gate open. The Officer cleared and secured the gate.

**July 14**<sup>th,</sup> **2023** at **2145** – **Medical.** Officer Colin was dispatched to El Tae Rd for a lift assist. The Officer made contact with an older woman in her early 80s. The Officer asked the woman if she was experiencing any pain. She stated that she may have broken her hip. The medics were

immediately called. Both Mercy Medic and Cal Fire arrived on the scene at 2208. One was transported to Palomar Hospital.

**July 15**<sup>th,</sup> **2023 at 0653 – Suspicious Activity.** Officer Colin was dispatched to Oak Tree Community for a vehicle parked outside the gates with two individuals sleeping in the car. The Office arrived on the scene and made contact with the male adults driving a black Mercedes E350. The Officer informed the men that this is a private community, and they cannot be parked outside the gate. The vehicle left the property.

**July 15**<sup>th,</sup> **2023 at 2123 – Unsecured Door.** Officer Colin found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**July 15**<sup>th,</sup> **2023 at 2138 – Pauma School 11.53.** Officer Aguilar found the Admin building unsecured. The Officer Cleared and secured the building. The alarm was not set. Contact notified.

**July 16**<sup>th,</sup> **2023 at 1919 – Jump Start.** Officer Aguilar was dispatched to W.W.W. for a jump start. The Officer was unable to jump-start the car battery due to the battery being completely dead.

**July 16**<sup>th,</sup> **2023 at 2127 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**July 17**<sup>th,</sup> **2023 at 1015 – Gate Malfunction.** The center gate malfunctioned; the gate would not open with the controls inside the guard house. The gate was powered off and kept open with the arm barrier still working properly.

**July 17**<sup>th,</sup> **2023 at 2213 – Unsecure Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**July 18**<sup>th,</sup> **2023** at **2210** – **Unsecured Door.** Officer Aguilar found three garage doors open inside PVCCE. Control to make contact with the residence.

**July 19**<sup>th,</sup> **2023 at 1242 – Flat Tire.** A black Toyota Camry with a flat tire was parked at Pauma School. The driver was waiting for a tow truck.

**July 19**<sup>th,</sup> **2023 at 2235 – North Coast Church 11.53.** Officer Orozco found the rooted K-ranch door unsecure. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**July 21**<sup>st,</sup> **2023 at 1842 – Lost Phone.** A resident reported she lost her phone at the dog park. The phone was returned to the front gate by a guest staying with their family.

**July 22**<sup>nd,</sup> **2023 at 0905 – Gate Malfunction.** Both the center entrance gate and back entrance gate lost connection to manually open the gate/barrier arm from the guard house. Quality Gates will be notified.

**July 22<sup>nd,</sup> 2023 at 1843 – Pauma School 11.53.** Officer Aguilar found the main office unsecured. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**July 23**<sup>rd,</sup> **2023** at **1007** – **Residential 459A.** Officer Orozco was dispatched to a resident's home for a 459A. Officer Orozco found the double doors in the back of the house unlocked. The Officer secured the door. No signs of forced entry. The resident turned off the alarm with their mobile device.

July 23<sup>rd,</sup> 2023 at 1121 – Bicycle Accident. Office Orozco was dispatched to Highway 76 for a cyclist who was hit by a moving vehicle. The Officer found a good Samaritan helping the cyclist with his wounds. Officer Orozco tried asking the cyclist a few questions. The cyclist was unable to answer any questions. Possibly suffering from a concussion. Control 1 contacted 911. One was transported to Palomar Hospital.

July 23<sup>rd,</sup> 2023 at 2014 – Boot Barn. Officer Aguilar was dispatched to the Boot Barn store at the Pauma Village. A worker reported that her husband has been harassing her by sending other men to the store to watch her, making her and other employees feel uncomfortable. She asked for the Patrol's phone number so the next time this happened she could call them for assistance in asking them to leave. Officer Aguilar advised her that if this happens again to report to the Sheriffs immediately.

**July 23**<sup>rd,</sup> **2023** at **2136** – **Pauma School 11.53.** Officer Aguilar found the main office unsecured. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**July 24**<sup>th,</sup> **2023 at 0756 – Medical.** Officer Colin was dispatched to PVD for a medical. All units were 1097 at 0804. The resident had stroke-like symptoms, the Medics advised the resident to be taken to the hospital for safety. One was transported to Palomar Hospital.

**July 24**<sup>th,</sup> **2023 at 2128 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**July 24**<sup>th,</sup> **2023 at 2133 – Pauma School 11.53.** Officer Aguilar found the main office unsecured. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**July 25**<sup>th,</sup> **2023** at **0755** – **Gate Crasher.** Officer Orozco was dispatched to the back entrance gate for a gate crasher. The Officer put the barrier arm back into the working position.

**July 25**<sup>th,</sup> **2023** at **1244** – **Welfare Check.** Officer Orozco was dispatched to Womsi Rd for a welfare check. Officer Orozco made contact with the owner. The owner said he was doing fine, he asked for the front gate to ignore his son who continues to call. The son is on the restricted list and is not welcome inside PVCCE.

**July 25**<sup>th,</sup> **2023 at 2128 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**July 25**<sup>th,</sup> **2023 at 2133 – Pauma School 11.53.** Officer Aguilar found the main office unsecured. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**July 27**<sup>th,</sup> **2023 at 0032 – North Coast Church 11.53.** Officer Orozco found the main doors to the church unsecured. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**July 27**<sup>th,</sup> **2023 at 0052 – Pauma Village 11.53.** Officer Orozco found the side patio door open. The Officer cleared and secured the patio. Contact notified in the morning.

**July 27**<sup>th,</sup> **2023 at 1115 – Resident Concern.** A resident on Indian Bend Rd contacted Officer Easter regarding two unoccupied vehicles parked on the side of the road of Indian Bend Rd. She was not

familiar with the vehicles and asked the patrol to contact the owners. Officer Easter made contact with the vehicle owners, they work for McMillan Farm and will move their vehicles.

**July 28**<sup>th,</sup> **2023 at 2114 – Unsecured Door.** Officer Phan found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**July 29**<sup>th,</sup> **2023 at 1435 – Process Server.** Officer Aguilar was dispatched to escort a process server to Womsi Rd. The Agent was unable to make contact with the resident. The server left the paperwork on the doorstep. Officer Aguilar successfully escorted the agent out of the community.

**July 30**<sup>th,</sup> **2023 at 2128 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**July 31**st, **2023 at 0033 – Medical.** Officer Aguilar and Officer Colin were dispatched to a medical on PVD. Both Officers are Cal Fire were 1097 at 0035. A resident was having flu-like symptoms and having difficulty breathing. Mercy Medics arrived at 0050. The Medics called for an airlift. The Mercy Air was 1097 at 0117. One person was transported to Palomar Hospital.

**July 31**<sup>st,</sup> **2023** at **1358** – **Medical.** Officer Orozco was dispatched to Wasa Ct for a medical. The officer made contact with the resident at 1405. He said his wife was in pain, she fell and hurt her lower back and needed a gurney. Cal Fire and Mercy Medics arrived on the scene at 1407. One was transported to Palomar Hospital.

July 31<sup>st,</sup> 2023 at 2018 – Suspicious Activity. Officer Aguilar was dispatched to a resident's home on PVD. The resident reported someone on their front doorstep. Officer Aguilar arrived on the scene and patrolled around the driveway. Found no sign of anybody on the property. The Officer found an Amazon delivery driver dropping packages off. There was a package on the doorstep of the resident's home.

**July 31**st, **2023 at 2135 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**August 1<sup>st,</sup> 2023 at 0559 – Suspicious Activity.** Officer Albert found three unoccupied vehicles parked behind North Coast Church. A white Lexus RX350, a gray Ford Escape, and a white Ford Escape. All vehicle information was notified to Control 1.

**August 1**st, **2023 at 0908 – Residential 459A.** Officer Albert was dispatched to PVD for a residential 459A. Officer Albert found a contractor on the permanent list working. The alarm was accidental.

**August 1**<sup>st,</sup> **2023 at 1954 – Snake Call.** Officer Aguilar was dispatched to W.W.E. for a snake call. The snake was removed.

**August 2<sup>nd,</sup> 2023 at 0725 – Residential 459A.** Officer Albert was dispatched to PVD for a residential 459A. Officer Albert found a contractor on the permanent list working. The alarm was accidental.

**August 2<sup>nd,</sup> 2023 at 2235 – North Coast Church 11.53.** Officer Orozco found the Rooted Ranch door unsecured. The Officer cleared and secured the building. The alarm was not set. Contact notified in the morning.

**August 3**<sup>rd,</sup> **2023 at 2110 – Unsecured Door.** Officer Colin found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**August 4**<sup>th,</sup> **2023 at 1725 – Unsecured Door.** Officer Phan found the McMillan gate open. Control 1 to make contact.

**August 4<sup>th,</sup> 2023 at 2110 – Unsecured Door.** Officer Phan found three garage doors open inside PVCCE. Control 1 to make contact with the residence.

**August 4**<sup>th,</sup> **2023 at 2117 – Unsecured Door.** Officer Phan found the McMillan gate open. Control 1 to make contact.

**August 5<sup>th,</sup> 2023 at 2123 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**August 6<sup>th</sup> 2023 at 0336 – A/S Hangar 11.53.** Officer Colin found a white Ford F150 unoccupied parked near Hangar 13. Control 1 was notified.

August 7<sup>th,</sup> 2023 at 1700 – Complaint. Officer Orozco made contact with the Greens Maintenance Manager regarding a man driving his gold cart over the center medium on the grass inside PVCC. He also asked if Patrol could speak with the man about walking his dog with no leash as well. The Officer made contact with the individual near the Country Club pool. Officer Orozco spoke with the individual regarding the incident that was reported. The man apologized and went home.

**August 7**<sup>th,</sup> **2023 at 2220 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**August 8**<sup>th,</sup> **2023 at 2126 – Unsecured Door.** Officer Aguilar found four garage doors open inside PVCCE. Control 1 to make contact with the residence.

RFID Entries							
Front Gate Center Gate Back Gate					ack Gate		
10,462 1,640							9,860
	Dispatch By Location						
Inside PVCCE	Oak Tree	Sc	hool	Business Dist.	St. Francis	s PVCC	Hwy 76
9	1		6	4	0	27	0
Highlights by Shift Periods							
A: 2200-0600 B: 0600-1400 C: 1400-2200					1400-2200		
	13		·	17			35

PVCSD Patrol – Building Checks							
Location	Unsecured	Fire Alarm	Burglary Alarm	Officer Check			
	Door		459A	1153			
Country Club(CC)							
Greens Maintenance(GM)							
Community Church(CO)	3			40			
Gravel Yard(GY)				46			
Saint Francis(SF)				67			
Pauma School(PS)	4	1		29			
Pauma Building(PB)				44			
Airport Hangars(AH)	3			45			
Treatment Plant(TP)				47			
Pauma Village(PV)	1			39			
Residential Houses/Other	31	4		10			

	Patro	Gate Acti	vity		
Medicals	5	Resident Concern	2	Activity/Malfunctions	Totals
Welfare Checks	1	Suspicious Activity	4	Unresponsive	2
Lift Assist		Noise Complaint	1	Will Not Close	11
Domestic Dispute		Process Server	1	False Read	0
Traffic Collisions	1	911 Hang up Call		Loss of Controls	Multiple
Gate Runner/ Gate Crashers	1	Loose Pets		Video Loss	1
Public Assists		Snake Call	4	Device Entries	21,962
Jump Start	1	Trespassing		Passes Issued	2,418
Notice of Violation		Other	7	Pass Entries	3,987

	Acronym Legend						
Acronym	Definition	Acronym	Description				
459	Burglary penal code	AFA	Asian Female Adult				
AMA	Against Medical Advise	AMA	Asian Male Adult				
BOLO	Be on the Lookout	AFJ	Asian Female Juvenile				
СНР	California Highway Patrol	AMJ	Asian Male Juvenile				
DOB	Date of Birth	BFA	Black Female Adult				
DL	Driver License	BMA	Black Male Adult				
DV	Domestic Violence	BFJ	Black Female Juvenile				
EB	East Bound	BMJ	Black Male Juvenile				
FU	Follow Up	HFA	Hispanic Female Adult				
IVO	In Vicinity Of	НМА	Hispanic Male Adult				
LP	License Plate	HFJ	Hispanic Female Juvenile				
LCD	Luiseno Circle Drive	HMJ	Hispanic Male Juvenile				
NB	North Bound	MFA	Mexican Female Adult				
NLT	No Later Than	MMA	Mexican Male Adult				
PERT	Psychiatric Emergency Response Team	MFJ	Mexican Female Juvenile				
PT	Patient	MMJ	Mexican Male Juvenile				
PVD	Pauma Valley Drive	NAFA	Native American Female Adult				
PVRA	Pauma Valley Roadway Association	NAMA	Native American Male Adult				
ROTR	Rules of the Road	NAFJ	Native American Female Juvenile				
RP	Reporting Party	NAMJ	Native American Male Juvenile				
SB	South Bound	WFA	White Female Adult				
s/o	Sheriff's Office	WMA	White Male Adult				
SR 76	State Route 76/ Highway 76	WFJ	White Female Juvenile				

TC	Traffic Collision	WMJ	White Male Juvenile				
UTL	Unable to Locate						
WB	West Bound						
WWE	Wiskon Way East						
www	Wiskon Way West						
YOA	Years of Age						
Unresponsive	the gate does not open for an RFID						
Will Not							
Close	the gate does not close when it is supposed to						
False Signal	the alarm goes off in the Front Gate for no di	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 t	he feeds fi	rom the Center or Back Gates				

#### SECURITY REPORT

# August 10 2023 – September 10 2023

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

# **Vehicle Maintenance Report**

#### START---

- Tesla 01 (47,652) Did not pass visual inspection.
- Tesla 02 (52,630) Did not pass visual inspection.

Both vehicles have sun-damaged wrap and unit 02 also has a ripped driver seat cover, everything else is in good working condition.

German Colin, Vehicle Maintenance Officer

## **Gate Report**

The switch panel control for the rear gate located at the front guardhouse remains shorted out and still requires a new switching device to be installed, Quality Gate said this part would be ordered. We have one rear gate camera offline, The "Rear Gate License Plate" Camera is reading as offline and the standard diagnostic test has not been able to remedy this. Modifications to the guardhouse schedules continue as we are still down to four security gate guards. We have been conducting interviews and upon the last round of them, we believe that we have found a satisfactory candidate. Program glitches noticed within the Dwelling Live program used at the gates have been reported to the technical support email. Issues with logging in and program speed have been evident recently as well. The Uniden scanner that is used at the guardhouse to monitor 911 dispatch calls for the area has had several instances recently where the calls have been unintelligible. Patrol officers continue to actively watch and listen for any service or gardening noise violations during the restricted hours of Saturday and Sunday. All activity of this type that is observed by the gates will be entered into D.A.R. The gates will continue to advise all potential violators of these rules.

# **ACTIVITY LOG**

**August 11**<sup>th,</sup> **2023 at 0433 – Medical.** Officer Albert was dispatched to a medical near North Coast Church. The location was unclear. Cal Fire and Mercy Medics arrived on the scene. One was transported.

**August 11**<sup>th,</sup> **2023 at 2114 – Unsecured Door.** Officer Phan found four garage doors open inside PVCCE. Control 1 to make contact with the residence.

**August 11**<sup>th,</sup> **2023 at 1250 – North Coast Church 11.53.** Officer Easter found a YMA in his early 20s walking around the North Coast Church property. The young man is the nephew of the owner of the market. Officer Easter asked the young man to leave the property and head back to the market if he needed a place to sit down.

**August 14**<sup>th,</sup> **2023 at 0100 – North Coast Church 11.53.** Officer Colin found a grey BMW 330I unoccupied in the parking lot. The vehicle information was passed onto control 1.

**August 14**th, **2023 at 2030 – Unsecured Door.** Officer Aguilar found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**August 15<sup>th,</sup> 2023 at 2125 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**August 16<sup>th,</sup> 2023 at 1150 – Process Server.** Officer Easter was dispatched to escort a process server to Womsi Rd. The Agent made contact with the residence's son. The server left the paperwork with the son. Officer Easter successfully escorted the agent out of the community.

**August 17<sup>th,</sup> 2023 at 1753 – Pauma School 459A.** Officer Colin was dispatched to Pauma School for a 459A. Officer Colin arrived on the scene and made contact with a teacher's assistant. She said she wasn't aware that the alarm would go off. The alarm was accidental.

**August 17**<sup>th,</sup> **2023 at 2040 – Snake call.** Officer Colin was dispatched to the country club for a rattlesnake. The snake was removed.

**August 17**<sup>th,</sup> **2023 at 2308 – Pauma School 11.53.** Officer Colin found both room 16 in building C and the cafeteria door unsecured. The Officer cleared both buildings but was unable to secure the door. The woman's restroom door was found unsecured. Officer Colin cleared and secured the door. Control 1 to make contact in the morning.

**August 18**<sup>th,</sup> **2023 at 0148 – Medical.** Both Officer Colin and Officer Albert were dispatched to a medical on Taspa Ct. Both Officers were 1097 at 0154. They found an older WMA unresponsive in the restroom. Cal Fire and Mercy medics arrived CPR was performed. One WMA is deceased.

**August 20<sup>th,</sup> 2023 at 1937 – North Coast Church 11.53.** Officer Aguilar found a coffee table broken in the back of the church. The table might have been broken due to high winds. Some pictures were taken. Control 1 to notify contact.

**August 20<sup>th,</sup> 2023 2011 – Medical.** Officer Aguilar was dispatched to a medical behind North Coast Church. Officer Aguilar arrived on the scene. The resident's son was having an allergic reaction and his chest has been hurting since yesterday. Mercy Medics arrived, The medics checked all vitals and found no sign of an allergic reaction. No one was transported.

**August 21**<sup>st,</sup> **2023 at 0110 – Pauma School 11.53.** Officer Aguilar and Officer Colin found room # 8 unsecured. Both Officers cleared the building but were unable to secure the door. Control 1 to make contact in the morning.

**August 21**st, **2023 at 2126 – Unsecured Door.** Officer Aguilar found three garage doors open inside PVCCE. Control 1 to make contact with the residents.

**August 22<sup>nd,</sup> 2023 at 1110 Resident Request.** Officer Orozco was requested for assistance to help move a refrigerator at a residence home.

**August 22<sup>nd,</sup> 2023 at 1844 – Saint Francis 11.53.** Officer Aguilar found the double sliding doors unsecured. The alarm was not set. Control 1 notified.

**August 23**<sup>rd,</sup> **2023 at 1235 – Post Office.** Officer Easter was stopped by the mail clerk in the parking lot to report an incident that happened the previous day. The mail clerk said that a regular customer came in yesterday and started an altercation which led to an assault on one of the postal employees. The clerk said a 5'1 Asian female came to pick up the package but was not happy with the service and decided to throw the bell from the desk at one of the employees. The Sheriff was called but never came. Officer Easter informed him that next this happens again to call Security and they will call the Sheriff for a quicker response. Officer Easter also advised the clerk to keep all the information and the description of this woman for the Sheriff next time.

**August 23<sup>rd,</sup> 2023 at 1500 – Saint Francis 11.53.** Officer Easter found the sliding door to the church unsecured. The alarm was set. The Officer cleared and secured the church. The alarm was set off accidentally. Control 1 is to be notified.

**August 23<sup>rd,</sup> 2023 at 2219 – Pauma School 11.53.** Officer Orozco found the Admin Bldg. unsecured. The Office set off the alarm accidentally by pulling on the door. There were no signs of forced entry.

**August 24<sup>th,</sup> 2023 at 1227 – Saint Francis 11.53.** Officer Easter found the sliding door to the church unsecured. The alarm was set. The Officer cleared and secured the church. The alarm was off accidentally. Control 1 is to be notified.

**August 24**<sup>th,</sup> **2023 at 0734 – Pauma School 459A.** A Pauma School faculty member set off the alarm when opening the door. The alarm was accidental.

**August 24**<sup>th,</sup> **2023 at 2041 – Pauma School 11.53.** Officer Colin found the back door to the cafeteria unsecured. The Officer cleared the building but was unable to secure the door. Control 1 to make contact with the school.

**August 25<sup>th,</sup> 2023 at 0120 – Hangars 11.53.** Officer Colin found hangar 13 open. Control 1 to make contact with the owner.

**August 25**<sup>th,</sup> **2023 at 1330 – Trespassing. The** Greens Maintenance Manager contacted Officer Easter regarding a landscaping company called Alba Landscaping trespassing onto the greens on the back side of Wiskon Way West. Officer Easter made contact with the landscapers and informed them that without permission they were not allowed to drive onto the greens. They said they didn't know that they were on the Green Golf course boundaries. They needed to cut down some trees that were falling over onto a house. They apologized and moved their vehicle

around onto the road. The vehicle information and company were reported to the front gate for future entry.

**August 25**<sup>th,</sup> **2023 at 2319 – Suspicious Activity.** Officer Colin was dispatched to Oak Tree near the trash bins. A resident reported that there was a vehicle parked in the dark near the trash bins. The Officer arrived on the scene and the vehicle had already left. A resident stopped the Officer to inform him that the vehicle was a resident inside the community who went home.

**August 26**<sup>th,</sup> **2023 at 1005 – Snake call.** Officer Easter was dispatched to PVD for a snake call. The snake was removed.

**August 26<sup>th,</sup> 2023 at 1337** - **Pauma School 459A** - A Pauma School faculty member set off the alarm when opening the door. The alarm was accidental.

**August 26**<sup>th,</sup> **2023 at 2112 – Unsecured Door.** Officer Colin found two garage doors open inside PVCCE. Control 1 to make contact with the residence.

**August 27**<sup>th,</sup> **2023 at 0008 – North Coast Church 11.53.** Officer Colin found that the double doors to the chapel were unsecured. The Officer cleared and secured the building. Control 1 is to be notified.

**August 27**<sup>th,</sup> **2023 at 0147 – Noise Complaint.** Officer Colin was dispatched to the cottages for a noise complaint. A guest reported that their neighbors kept making loud noises. The Officer patrolled the area. The Officer was unable to identify the noise.

**August 28**<sup>th,</sup> **2023 at 0010 – North Coast Church 11.53.** Officer Colin found K -2 room and room 56 unsecured. The Officer cleared and secured both doors. Control 1 is to be notified.

**August 28**<sup>th,</sup> **2023 at 2129 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the resident.

**August 29**<sup>th,</sup> **2023 at 1745 – Resident Request.** Officer Orozco was requested to Luiseno Circle Dr. A resident's vehicle had broken down on the street and asked for some cones to be put out on the street. The resident informed patrol that Serratos would be picking up his vehicle shortly.

**August 29**<sup>th,</sup> **2023 at 2128 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the residents.

**August 30**<sup>th,</sup> **2023 at 1902 – Gravel Yard 11.53.** Office Orozco made contact with two residents from Lazy H walking their dogs inside the gravel yard. The Officer informed them that they were trespassing by walking in the gravel yard. The two individuals complied and left the yard.

**August 31**<sup>st,</sup> **2023 at 2040 – Pauma School 11.53.** Officer Colin found the girl's restroom in building B unsecured. The Officer cleared the building but was unable to secure the door. Control 1 is to be notified.

**September 2**<sup>nd,</sup> **2023 at 2102 – Unsecured Door.** Officer Colin found one garage door open inside PVCCE. Control 1 to make contact with the resident.

**September 3<sup>rd,</sup> 2023 at 1345 – Unsecured Door.** Officer Orozco found the Pauma Heights generator gate open. The Officer contacted RPM to make sure no one was doing work. The Officer secured the gate.

**September 4**<sup>th,</sup> **2023 at 1633 – Pauma School 459A.** Officer Orozco patrolled Pauma School and heard the Admin building alarm going off. The Officer found no signs of forced entry. Control 1 is to notify the contact.

**September 5**<sup>th,</sup> **2023 at 1411 – Suspicious Activity.** A YMH was detained near Pauma Village for running from the Sheriff's units. The young man is a relative of the owner from El Reys. The young man nineteen years of age was carrying a backpack with some substance inside it. The Sheriff's units were not able to arrest them due to a lack of evidence and no restraining order. The sheriff released the man, and he continued walking down HW 76 EB. The Sheriff advised that if he came back again, to call 911.

**September 5**<sup>th,</sup> **2023 at 2128 – Unsecured Door.** Officer Aguilar found two garage doors open inside PVCCE. Control 1 to make contact with the resident.

**September 7**<sup>th,</sup> **2023 at 1208 – Pauma Building 11.53.** Officer Orozco found building door 200 unsecured. The Officer cleared and secured the building. Control 1 is to be notified.

**September 7<sup>th,</sup> 2023 at 2203 – Pauma School 459A.** Officer Colin found the Admin. building door locked but not properly secured. The alarm was set off. The Officer cleared and secured the building. The alarm was accidental. Control 1 is to notify the contact.

**September 8**<sup>th,</sup> **2023 at 1035 – Fallen Tree.** Officer Easter assisted with a fallen tree on Wiskon Way East. The Officer helped a resident move the tree onto their driveway to be cut.

RFID Entries							
Front Gate Center Gate Back Gate					ck Gate		
12,107 1631						1	2,768
	Dispatch By Location						
Inside PVCCE	Oak Tree	Sc	hool	Business Dist.	St. Francis	s PVCC	Hwy 76
7	1		9	7	3	11	0
Highlights by Shift Periods							
A: 2200-0600 B: 0600-1400 C: 1400-2200					400-2200		
	13			11			21

PVCSD Patrol – Building Checks								
Location	Unsecured Door	Fire Alarm	Burglary Alarm 459A	Officer Check 1153				
Country Club(CC)	DOOI		459A	1155				
Greens Maintenance(GM)								
Community Church(CO)	3			50				
Gravel Yard(GY)				45				
Saint Francis(SF)	1			76				
Pauma School(PS)	4	5		28				
Pauma Building(PB)	1			42				
Airport Hangars(AH)	1			40				
Treatment Plant(TP)				51				
Pauma Village(PV)				41				
Residential Houses/Other	24			17				

	Patro	Gate Acti	vity		
Medicals	4	Resident Concern		Activity/Malfunctions	Totals
Welfare Checks		Suspicious Activity	2	Unresponsive	3
Lift Assist		Noise Complaint	1	Will Not Close	0
Domestic Dispute		Process Server		False Read	0
Traffic Collisions		911 Hang up Call		Loss of Controls	Multiple
Gate Runner/ Gate Crashers		Loose Pets		Video Loss	One camera down
Public Assists		Snake Call	2	Device Entries	21,966
Jump Start		Trespassing	1	Passes Issued	2,293
Notice of Violation		Other	4	Pass Entries	3,449

Acronym Legend				
Acronym	Definition	Acronym	Description	
459	Burglary penal code	AFA	Asian Female Adult	
AMA	Against Medical Advise	AMA Asian Male Adult		
BOLO	Be on the Lookout	AFJ	Asian Female Juvenile	
СНР	California Highway Patrol	AMJ Asian Male Juvenile		
DOB	Date of Birth	BFA Black Female Adult		
DL	Driver License	BMA	Black Male Adult	
DV	Domestic Violence	BFJ	Black Female Juvenile	
EB	East Bound	BMJ	Black Male Juvenile	
FU	Follow Up	HFA	Hispanic Female Adult	
IVO	In Vicinity Of	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			

#### **BOARD OF DIRECTORS**

Item: 12

Date: October 5, 2023

From: General Manager, Eric Steinlicht

Issue: Pauma Valley Community Services District Board of Directors Vacancy

#### STAFF RECOMMENDS THE BOARD OF DIRECTORS:

**1.** Discuss and take action as appropriate.

#### **BACKGROUND**

Pauma Valley Community Services District (District) Board of Director and Board Secretary, Ms. Elizabeth Potalivo, resigned effective August 7<sup>th</sup>, 2023, resulting in a vacancy on the District Board. On August 14<sup>th</sup>, 2023, a Notice of Vacancy was posted on the District's website, Administrative offices, and at the local Post Office. The District Board vacancy was posted for approximately four (4) weeks and closed on September 8<sup>th</sup>, 2023, surpassing the fifteen (15) day requirement.

A Special Meeting took place on September 18<sup>th</sup>, 2023, where the Board of Directors interviewed a potential candidate for the Board of Directors position Appointment. The resulting decision was to schedule a Special Meeting on October 5<sup>th</sup>, 2023, where the entire four-member Board of Directors would be present to make the decision to appoint.

#### **DISCUSSION**

The Board of Director's authority to appoint a new Board Director will expire after October 6<sup>th</sup>, 2023. The Board of Directors will have an opportunity to interview interested candidates who attend the Special Meeting and vote on whether to appoint or not. Should the Board of Directors not reach a consensus on who to appoint, the San Diego County Board of Supervisors will have thirty (30) days to act. If no action is taken by the Board of Supervisors, the Board of Directors vacancy will be decided via the March 5<sup>th</sup>, 2024, Primary election.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this action item.

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

1. Discuss and take action as appropriate.

#### **Attachments**

1. Ballot of Appointment

**Prepared by:** General Manager, Eric Steinlicht

**Reviewed by:** Interim Office Manager, Marissa Fehling **Approved by:** General Manager, Eric Steinlicht **62** 

#### **BOARD OF DIRECTORS**

Item:	12
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Date: October 5<sup>th</sup>, 2023

From: General Manager, Eric Steinlicht

Issue: Pauma Valley Community Services District Board of Directors Vacancy – Ballot of Appointment

#### **BALLOT OF APPOINTMENT**

The Board of Directors will consider completing the Ballot of Appointment. The Ballot of Appointment will require a check mark or "X" on the desired choice relating to the Board of Directors Appointment.

	LARRY CURTIS		
	RICK LEVY		
	ABSTAIN		
	(Fill in Applicant Name of Choice below if in attendance and not listed above)		
PRINT NAME	SIGNATURE		

Prepared by: General Manager, Eric Steinlicht

Prepared by: Interim Office Manager, Marissa

Reviewed by: Interim Office Manager, Marissa Fehling
Approved by: General Manager, Eric Steinlicht 63

#### **BOARD OF DIRECTORS**

Item: 13

Date: October 5<sup>th</sup>, 2023

From: Interim Office Manager, Marissa Fehling

Issue: Halloween Event Authorization and Logistics at the Pauma Valley Country Club Estates 2023

#### STAFF RECOMMENDS THE BOARD OF DIRECTORS:

1. Provide authorization and logistical direction to staff for Halloween 2023.

**2.** Discuss and take other action as appropriate.

#### **BACKGROUND**

Historically, it has been a tradition of the Pauma Valley Country Club Estates (PVCCE) to open the gates, allow guests to come in to "Trick-or-Treat" and show off their costumes to the community on the evening of Halloween, October 31<sup>st</sup>. The front gate attendants have typically allowed guests (trick-or-treaters) access for roughly 2 hours (5:30 pm to 7:30 pm), and a notice from the Pauma Valley Community Services District (PVCSD) is sent out to the community with participation guidelines for their friends or family members. Due to COVID-19 Pandemic last year, the District only allowed PVCSD customers, employees, Pauma Valley Country Club (PVCC) members, employees and their families to participate in the Halloween event within the PVCCE. Visitors were instructed to check in at the Front Gate and provide their names to be verified by the Gate Attendant. Guests were provided with specific instructions and speed limit restrictions.

#### **DISCUSSION**

The Board of Directors will determine whether they will be opening the gates and allowing outside trick-or-treaters access on Halloween and provide direction to staff regarding specific instructions to follow.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this item.

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

- 1. Provide authorization and logistical direction to staff for Halloween 2023.
- 2. Discuss and take other action as appropriate.

#### **Attachments**

1. N/A

Prepared by: Interim Office Manager, Marissa Fehling

**Reviewed by:** General Manager, Eric Steinlicht **Approved by:** General Manager, Eric Steinlicht

#### **BOARD OF DIRECTORS**

Item: 14

Date: October 5<sup>th</sup>, 2023

From: General Manager, Eric Steinlicht

**Issue: District Benefits Renewal** 

#### STAFF RECOMMENDS THE BOARD OF DIRECTORS:

**1.** Authorize staff to offer enhanced healthcare options.

- 2. Authorize staff to offer District vision care benefits at an eighty percent District expense.
- **3.** Authorize staff to offer District dental care benefits at an eighty percent District expense.
- **4.** Discuss and take other action as appropriate.

#### **BACKGROUND**

Pauma Valley Community Services District (District) offers healthcare benefits through California Choice. Through the EASE platform staff are then provided with a variety of options for healthcare that they can choose from. New employees become eligible for this optional benefit on the first day of the month post their sixty (60) days of employment whereas existing employees can elect coverage modification during the open enrollment period of November each calendar year.

#### **DISCUSSION**

The District has not historically offered dental or vision care benefits. Additionally, the District has not offered higher tiers of healthcare insurance benefits. This year for open enrollment I have requested our carrier articulate the cost to incorporate these additional benefits to enhance the options available to District staff.

The District can potentially offer a higher tier and lower tier healthcare benefit plan to better assist staff and their needs. For instance, an employee seeking the highest level of healthcare can choose a platinum level tier which will cost more via premiums for both the employee and employer but offer greater coverage. Healthcare benefits are provided to employees at an eighty percent District expense.

This would also include offering lower tier options for healthcare benefits to employees who'd choose to elect a lower premium that would subsequently lower the District's expense, too. The goal would be to provide a greater variety of options for employees to select a custom benefit package tailored to their preferences.

#### **FISCAL IMPACT**

#### **Healthcare Benefits**

The estimated fiscal impact is difficult to determine due to the employees having the authority to select their own benefit details. If in the event, all employees collectively chose to upgrade their healthcare benefit plan to the highest (Platinum) tier the District's portion would rise by \$466 per month (\$5,592 annually) as opposed to a standard renewal of the currently elected coverage.

## **Vision Care Benefits**

Effective 12/01/2023		Option 1	
Carrier	Principal VSP		
		In Network	
Exam Copay (Vision)		\$10	
Retail Frame Allowance	\$130		
Contact Lenses Allowance (In Lie	\$130		
Frequency (exam, lenses, frame	12, 12, 24		
Rates	_		
	Employees		
Employee	0	\$5.69	
Employee + Spouse	0	\$12.58	
Employee + Child(ren)	0	\$13.60	
Family	0	\$22.08	

Assuming all currently active health care benefit recipients (8) elect family coverage for vision, the total cost would be \$176.64 monthly (\$2,119.68 annually). The District can offer this as a one hundred percent 100% employee cost benefit, or the District can choose to contribute a percentage.

Fifty percent (50%) coverage cost to District: \$1,059.84 annually.

Eighty percent (80%) coverage cost to District: \$1,695.74 annually.

## **Dental Care Benefits**

Effective 12/01/2023	3	Option 1			
Carrier			Principal		
Plan Name		Pe	oint of Service High Pl	an	
Deductible		EPO	PPO	Out-of-Network	
Individual		\$50	\$50	\$50	
Family		\$150	\$150	\$150	
Calendar Year Maxim	ium	\$1,500	\$1,500	\$1,500	
Cleanings per year		2			
Plan Type		UCR 90th percentile			
Service Type					
Office Visits					
Preventive & Diagnos	stic Services*	100%	100%	100% (ded. applies	
Basic/Restorative Ser	vices	80%	80%	80%	
Major Services		50%	50%	50%	
Deductible does not apply					
Rates					
	Employees				
Employee	0	\$31.16			
Employee + Spouse	0	\$67.68			
Employee + Child(ren)	0	\$80.94			
Employee + Family	0				

Assuming all currently active healthcare benefit recipients elect family coverage for dental, the total cost would be \$987.28 monthly (\$11,847.36 annually). The District can offer this as a one hundred percent 100% employee cost benefit, or the District can choose to contribute a percentage at the discretion of the Board of Director's.

Fifty percent (50%) coverage cost to District: \$5,923.68 annually.

Eighty percent (80%) coverage cost to District: \$9,477.89 annually.

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

- 1. Authorize staff to offer enhanced healthcare options.
- 2. Authorize staff to offer District vision care benefits at an eighty percent District expense.
- 3. Authorize staff to offer District dental care benefits at an eighty percent District expense.

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**4.** Discuss and take other action as appropriate.

#### Attachments

1. N/A

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