

## NOTICE OF PUBLIC MEETING

### Special Notice of Teleconference Accessibility

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom in response to the COVID-19 pandemic and in an effort to prevent the spread of the virus, Pauma Valley CSD will hold its board meeting via teleconference. This meeting is open to the public via virtual interface and can be accessed by clicking on the link below.

DATE: Monday, March 29, 2021

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

PLACE: <https://us02web.zoom.us/j/83938400117>

Phone: (669) 900-6833 Passcode: 839 3840 0117

## AGENDA

1. Call to Order
2. Roll Call
3. Open for Public Comments
  - a. Anyone wishing to address any matter pertaining to District business may do so at this time. If a comment pertains to an item on the agenda the comment will be heard during that agenda item. The public comment period is limited to three (3) minutes per person.
4. Board Appointment
  - a. The Board will review qualified applicants for the open position and make an appointment to fill the vacant seat
5. Oath of Office
  - a. Staff will swear in appointed Board Member
6. Appointment of Board Secretary
  - a. The Board will appoint the Board Secretary
7. Approval of Previous Minutes
  - a. Regular Meeting February 22, 2021
  - b. Special Meeting March 8, 2021
8. Financial Report
  - a. Review of BS, P&L as of 2/28/2021
  - b. Accounts Receivable

9. Security Report
  - a. Daily Activity Report
  - b. Gate Penalty Assessment Report
10. General Manager's Report
11. Capital Equipment Plan
  - a. The Capital Equipment Plan is being presented for the Board's review
12. Closed Session - Conference with Legal Counsel
  - a. Significant exposure to litigation pursuant to Government Code Section 54956 (d)(2) - (2 cases)
  - b. Existing Litigation (Government Code Section 54956.9 (d)(1))
    - i. Pauma Valley CSD v Mediacom LLC, San Diego Superior Court Case No. 37-2021-00001175
13. Open Session
  - a. Reportable actions from closed session
14. Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority (USLRGMA)
  - a. The Board will consider adopting Resolution 104 approving the Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority (USLRGMA)
15. Pauma Valley Roadway Association (PVRA) Report
  - a. Director Cipriano and Jacobs will provide an update on PVRA and PVCSD
16. General Manager's Compensation Update
  - a. The Board will consider and act on an adjustment to the General Manager's compensation
17. Other Business
  - a. Requested items for next or future agendas (Directors and Staff Only)
  - b. Board comments
18. Adjournment
  - a. Regular Meeting on April 26, 2021 at 10:00 a.m.

March 25, 2021

I am seeking a position to fill the vacancy to the Pauma Valley Community Services District Board. I have been on the Board for 4 years prior. I have lived in Pauma Valley for eight years and have been a member of Pauma Valley Country Club for 16 years. I am 78 years old, retired and would like to represent Pauma Valley to continue our wonderful life style.

I have a Bachelor of Arts degree from the University of Portland and completed many advanced business courses. I have 40 plus years selling critical care products to the hospital industry. That includes sales, sales management, product management and vice president of sales. The last 10 plus years I had my own manufacturer representative business bringing new products to the medical industry.

After graduating from College I worked for First National Bank of Oregon as a Management trainee then assigned as a branch officer. From there I moved back to my home town of Springfield, IL and was hired by IBM as a sales associate. From there I was sent to New York city for a computer startup company called Transitel. They were sold to Gould and I joined Hudson Oxygen Co. Based in Temecula. I covered NYC and New England and eventually was promoted to California.

Prior to living in Pauma Valley I lived in Fallbrook and was on the Fallbrook Land Conservancy board and the Fallbrook Beautification Association. I am currently on the Terraces Board to help preserve our community.

Sincerely,

Bill Schultz

*Charles Mathews*  
*P. O. Box 540*  
*Pauma Valley, California 92061 USA*  
*Tel: +1 760.481.4201 Email: mathews.charles@gmail.com*

By USPS and email: pvcsdassistant@gmail.com

March 22, 2021

Pauma Valley Community Services District  
Attn: President Samuel Logan  
33129 Cole Grade Road  
Pauma Valley, CA 92061

Gentlemen:

I respectfully submit my expression of interest in and application for consideration for an appointment by the board to the open seat on the board of directors of Pauma Valley Community Services District ("PVCSD"). The credentials that I offer include:

1. A strong desire and willingness to dedicate the time to put my skill set and expertise to use for the benefit of all members of the community in which we live.
2. Broad experience in board governance practices and pitfalls and knowledge of applicable law from having lead and contributed to the significant achievements of the boards of over 20 public entities and publicly held and private corporations.
3. Years of successful general management experience with particular emphasis upon developing business models and financing and operating strategies as President or Chairman of both life science and silicon science companies.
4. Extensive knowledge of finance and accounting in areas such as (i) revenue and pricing structures and modeling, (ii) planning and executing operating, financing and investment strategies for long term business stability, (iii) pension funding and structures, and (iv) development and management of business and accounting systems.
5. A demonstrated commitment to public service with beneficial outcomes for the community having variously served over the past fourteen years as president, treasurer, and director of agencies such as: San Diego Tech Coast Angels, Palomar Hospital Foundation, Pala Pauma Community Sponsor Group, PVCCE Homeowners Association #1, Rancho Pauma Mutual Water Company, and PVCSD.
6. A depth of institutional knowledge of the infrastructure of our community and especially a significant base of knowledge of SGMA, and the skill set needed to not only monitor, but actively participate in the development of the proposed GSP, where PVCSD is a lead agency.

I look forward to appropriately discussing with the PVCSD board how these credentials can be put to use to benefit our community. Of course, I would welcome the opportunity if any director or staff member would like a separate discussion prior to a board discussion.

Yours sincerely,



Charles "Andy" Mathews.

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

Held on February 22, 2021

Directors Present: Michael Esparza, Bill Jacobs, Laurie Kariya, and Jim Cipriano  
Directors Absent: Sam Logan  
Also Present: Residents Michael Martello, Jeff Ryan, Charles Mathews, Ron Krohn,  
Larry Taylor of PVCC, Paul Kaymark of Nigro & Nigro, General Manager  
Bobby Graziano, Office Manager Amber Watkins, Administrative  
Assistant Marissa Fehling

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- 2.1 Call to Order: Regular Meeting was called to order at 10:00 a.m. by Vice President Michael Esparza. Esparza informed that pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom in response to the COVID-19 pandemic and in an effort to prevent the spread of the virus, Pauma Valley CSD will hold its board meeting via teleconference. This meeting is open to the public via virtual interface and can be accessed by clicking on the link provided.
- 2.2 Roll Call: Esparza took roll call.
- 2.3 Open for Public Comments: Esparza informed that anyone wishing to address any matter pertaining to District business may do so at this time. Larry Taylor reiterated that his proposal regarding the bridge for evacuation purposes was still on the table. Taylor reminded that in the future PVCC is always willing to help the community when in need.
- 2.4 Approval of Previous Minutes:
  - a. Regular Meeting January 25, 2021 – Cipriano made a motion to approve the Regular Meeting Minutes of January 25, 2021 seconded by Jacobs and unanimously adopted.
- 2.5 Financial Report:
  - a. Review of BS, P&L as of 01/31/2021 - Cash Assets reflect \$1,239,979, Accounts Receivable of \$28,003 and Accounts Payable of \$26,755. Watkins informed that in effort to keep the bank balance below FDIC limits, a \$75k transfer in LAIF was completed last week. Watkins noted that the P&L shows the 1% revenue in property taxes received from the County. Watkins informed that item 664 was lower than budget due to the removal of contract services. Watkins reported miscellaneous expense was higher than budget due to the board approved employee gift cards purchased. Watkins informed payroll taxes were higher than budget due to calendar year increases to State Disability Insurance, Employee Training Tax, and Unemployment Insurance. Watkins informed that Repairs and Maintenance included Roto-rooter jetting services for sewer mains, sludge removal, gate repairs, and gate service calls. Jacobs inquired on item 670; Watkins explained it was a refund on the 2019-2020 Workers Comp Policy. Jacobs inquired on the increase in Contract Services. Graziano explained that due to the discontinued contract between RPMWC and Dudek, the fees went up for PVCSO since we are no longer getting a discounted rate for having the two contracts. Watkins informed that the majority of delinquent accounts have been reported to the tax rolls. Esparza inquired on the age of accounts reported; Watkins informed any account in the 61-120 days column will be placed this year. Cipriano motioned to adopt the financial report as presented, seconded by Jacobs and unanimously adopted.
    - b. Accounts Receivable – Presented for review.
- 2.6 Security Report:
  - a. Daily Activity Report - Graziano presented the Security Report. Cipriano questioned whether the cameras were able to catch any license plates of the reported dirt bikes. Graziano explained that the dirt bikes reported are not street legal so do not have license plates. Kariya suggested

advising gates and patrol to prioritize incidents like the one that happened on January 19, 2021. Esparza informed that the back gate had been stuck open at the same time. Upon a motion by Cipriano, seconded by Jacobs and unanimous vote, the Daily Activity Report was adopted as presented.

b. Gate Penalty Assessment Report - Presented for review.

2.7 Reserve Policy:

a. The Board will consider approving an update to the Reserve Policy – Cipriano thanked Paul Kaymark for joining the meeting and explained the five documents he was presenting. Cipriano proposed that the existing Reserve Fund Policy be stated to 1.) Add clarity and create an easily understood policy, 2.) Determine appropriate minimum levels of Board-designated reserves, 3.) Identify contingency reserve categories, and 4.) Become consistent with the Special District Reserve Guidelines of the California Special Districts Association (CSDA). Cipriano explained that Kaymark suggests doubling our replacement costs. Cipriano informed that in the auditor's opinion PVCSD is way under funded in our reserves and we have not included any contingency and suggested setting some aside. Cipriano suggested setting a reserve aside for a gate rebuild, and possible earthquake damages. Cipriano suggested having a plan on replenishing any future funds used. Cipriano explained his proposed revised Reserve Fund Policy and the Recommended Reserves for FY 2021. Jacobs applauded Cipriano's work and research and stated he would like to see an annual strategies on getting to where we should be. Kariya stated this was great information and that there is a lot of digging to figure out how to get there. Kaymark suggested for the Board to hold a workshop and put together a plan and dollar amount ranges. Esparza agreed with holding a workshop to get to where we feel we need to be and how much rates would need to be increased. Esparza suggested figuring out a timing scale to gradually increase rates to get to where we need. Mathews explained that the generational expense has a huge impact if you adopt a policy covered by debt vs fund through cash reserves. Esparza suggested not adopting a new Reserve Fund Policy until the Board discusses it in a workshop. Graziano expressed he believes the six categories Cipriano listed are very doable and agreed it would be worthwhile for the Board and staff to develop a communication plan and figure out dollar amounts. Staff was instructed to schedule a workshop to discuss further. Kaymark left the meeting at 10:50 am.

2.8 General Manager's 2021 Goals & Initiatives:

a. The General Manager will provide an update on the 2021 Goals & Initiatives- Graziano gave an update on his progress for his 2021 Goals and Initiatives. Esparza inquired on whether security trains quarterly. Graziano explained that at their monthly meetings they discuss different scenarios and Supervisor Albert advises on how to improve the handling of them. Esparza suggested having Security do mock trainings in the future when COVID improves. Graziano explained the salary analysis he is working on. Jacobs informed that this objective is a continuation of a preliminary analysis he did last year to get a sense for what other districts provide for compensation and whether pay needs to be adjusted for budget. Graziano informed that his mission is to establish salary ranges by job title and adopt a resolution of salaries. Esparza informed he would like Graziano to present the top 5 to 7 comparisons that most represent us and use that as a baseline for the salary budget. Esparza inquired on how the SCADA system is secured from employees who leave the district. Graziano informed that their access is removed right away.

2.9 General Manager's Report- Graziano reported that letters to patrol officers regarding COVID vaccines were created and distributed. Graziano informed that staff added information about the COVID vaccine to the website and mailed out a flyer to the community. Graziano gave an explanation regarding the historical costs of sewer jetting with Roto-Rooter. Graziano informed that electrical and SCADA work continues for the Oak Tree Lift Stations. Graziano informed that

regarding the SSMP, to keep cost down related to this effort V.W. Housen & Associates were contracted rather than Dudek. He informed that the cost for this update is \$16,500. He added that for 2020 there is a significant amount of content requiring update and the current plan is located on the district website. Graziano informed that staff is exploring options for jetting equipment which will be extremely valuable in handling emergencies as well as ongoing preventive maintenance. He informed that a demo was scheduled with US Jetting on February 11, 2021 but was canceled since the sales rep contracted COVID. Graziano informed that all Stormwater Management Systems infrastructure is in good condition and utility staff cleared brow ditches of tree and leaf litter from recent wind events. Graziano informed that all departments are fully staffed. Graziano informed that the last meeting with Security was held on February 9, 2021 and they discussed the vaccination letter that was provided to them, the PVCC locker room incident, plans for when the river runs related to signage, and chlorine training. Esparza asked if the ditch at the end of Wiskon Way West is PVCSD's responsibility. Graziano informed he would look into this and get back to him. Cipriano asked whether the recently revised mission statement was added to the district letterhead and monthly invoices. Graziano informed that was taken care of. Graziano informed that the fleet of Ford Interceptors are aging, and repair costs will continue to increase as the vehicles are nearing the end of their useful lives as reliable security vehicles. Graziano suggested pursuing the replacement of the Ford Interceptors with electric vehicles and gave a comparison on cost and models.

2.10 Capital Equipment Plan:

a. The Capital Equipment Plan is being presented for the Board's review – Graziano explained the Capital Equipment Expense Plan. Upon a motion by Esparza, seconded by Cipriano and unanimous vote, the Board accepted the Capital Expenditure Plan.

2.11 Roadway Report:

a. Director Cipriano will provide an update on discussions with PVRA related to the restatement of Rules of the Road – Cipriano informed that his intent is to have a draft "Rules of the Road" and present it to Fred Nelson and PVCSD at the next meeting for adoption. He informed that he wants to make sure there are no LAFCO restrictions on handling the "Rules of the Road" for PVCSD. Jacobs suggested making sure it is clearly indicated what the collection method is for NOV fees and which entity collects them. Krohn informed that the Board needs to look at the fact that PVRA is an HOA and they are only responsible to their members.

2.12 Administrative Policies and Procedures:

a. Updates to the following policies will be considered for approval: Public Complaints Policy; Disaster Response Plan; Acceptable Mail Attachment Policy; Receipt of Packages Policy – Graziano explained the updates on the policies presented. Upon a motion by Cipriano, seconded by Esparza and unanimous vote the updates were adopted with corrections made herein.

Jacobs inquired on whether someone from PVCSD should respond to a public complaint made on the Next-door page in regard to speeding in the community. Graziano informed that he asked Supervisor Albert to consult with them regarding this matter but would also reach out and respond to them.

2.13 Closed Session with Labor Negotiator:

a. In accordance with Government Code Sections 54954.5, and 54957.6. The Board entered closed session at 12:18 pm.

b. Agency Designated Representative: Bill Jacobs

c. Unrepresented Employee: General Manager

2.14 Open Session:

a. Reportable actions from Closed Session- The meeting reconvened at 12:24 pm. Esparza informed the public that Bill Jacobs was assigned the Labor Negotiator and given the task to meet with Graziano to discuss compensation. Upon a motion by Cipriano, seconded by Esparza Jacobs was appointed the Agency Designated Representative.

2.15 Other Business:

a. Requested items for next or future agendas (Directors and Staff Only)- Cipriano gave a list of items for the next meeting; Rules of the Road Revisions, 5-year financial plan, and process on pursuing CalPERS exposure. Esparza inquired on holding off on this discussion until they hold a workshop. Jacobs stated it should be addressed to get an outline started. Upon a motion by Esparza, seconded by Kariya, Jacobs and Cipriano were appointed to take the lead on establishing a financial committee to discuss pursuing CalPERS exposure.

b. Board comments- None

2.16 Adjournment:

a. Regular Meeting scheduled on March 22, 2021 at 10 a.m. - The next meeting date is scheduled for March 22, 2021 at 10:00 am. Upon a motion from Esparza, second by Cipriano and unanimous vote, the meeting adjourned at 12:35 pm.

*Marissa Fehling*

Marissa Fehling, Recording Secretary



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

Held on March 8, 2021

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

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- 3.1 Call to Order: Special Meeting was called to order at 1:32 p.m. by President Sam Logan.
- 3.2 Open for Public Comments: Cipriano informed that he wanted it to be recorded that PVCSD is fiscally in good shape and the fiscal liability is manageable. Graziano took roll call. Graziano informed that as of Friday March 5, 2021, Director Laurie Kariya gave her resignation notice. Graziano informed that the vacancy notice would be posted this week and a new director would need to be appointed within 60 days. Graziano asked the board how they wish to proceed on appointing a new director. Esparza mentioned that since this topic is not on the agenda, he is not prepared to discuss this matter. Logan informed that he would like to obtain resumes from anyone who has interest in being a board member. Jacobs mentioned that the board had previously decided that they would interview anyone if they do not personally know them. Cipriano suggested discussing what strengths the board is in need of from a new board member; Jacobs agreed.
- 3.3 Reserve Policy & Five-Year Financial Plan:  
a. The Board will discuss the Reserve Policy and Five-Year Financial Plan – Cipriano explained the proposed restated Reserve Policy and provided supporting information. Esparza clarified Cipriano’s revisions and agreed with his guidelines. Esparza suggested doing so in a process with gradual rate increases. Martello joined the meeting at 1:49 pm. Cipriano informed that the operating revenue trend has been flat or declining. Jacobs suggested rewording the language in section B; Esparza agreed. Esparza suggested taking photo evidence of the office building and any goods. Martello advised the board to add an employee reserve plan. Graziano explained how accrued vacation is paid out to employees when they terminate with the district. Graziano informed that he and Cipriano would discuss reserve amounts and present them to board. Cipriano made a motion to approve and adopt the restated Reserve Fund Policy with changes made herein, seconded by Esparza, and unanimously approved and adopted.
- Graziano informed they would have a roadmap for a five-year plan as they get going with the budget prep.
- Logan requested that the next meeting be changed from March 22, 2021 to March 29, 2021.
- 3.4 Adjournment:  
a. Special Meeting scheduled on March 29, 2021 at 10 a.m. - The next meeting date is scheduled for March 29, 2021 at 10:00 am. Upon a motion from Logan, second by Cipriano and unanimous vote, the meeting adjourned at 2:20 pm.

*Marissa Fehling*

Marissa Fehling, Recording Secretary

## PV COMMUNITY SERVICES DISTRICT

## Balance Sheet

As of February 28, 2021

Accrual Basis

|                                       | Feb 28, 21       |
|---------------------------------------|------------------|
| <b>ASSETS</b>                         |                  |
| Current Assets                        |                  |
| Checking/Savings                      |                  |
| Cash                                  |                  |
| 100 □ Petty Cash                      | 477              |
| 102 □ Checking                        | 292,080          |
| 110 □ ResFunds/L.A.I.F.               | 969,020          |
| Total Cash                            | 1,261,578        |
| 111 □ LAIF Fair Market Value          | 2,921            |
| Total Checking/Savings                | 1,264,498        |
| Accounts Receivable                   |                  |
| 120 □ Accounts Receivable             | 39,082           |
| Total Accounts Receivable             | 39,082           |
| Other Current Assets                  |                  |
| 125 □ Due from RPMWC                  | 30,705           |
| 140 □ Prepaid Insurance               | 1,854            |
| 140.6 □ PrePaid Wkrs Comp Ins         | 8,213            |
| Total Other Current Assets            | 40,771           |
| Total Current Assets                  | 1,344,352        |
| Fixed Assets                          | 2,612,188        |
| Other Assets                          |                  |
| 196 □ Deferred Outflows of Resources  | 348,809          |
| Total Other Assets                    | 348,809          |
| <b>TOTAL ASSETS</b>                   | <b>4,305,348</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                  |
| Liabilities                           |                  |
| Current Liabilities                   |                  |
| Accounts Payable                      |                  |
| 201 □ Accounts Payable                | 21,535           |
| Total Accounts Payable                | 21,535           |
| Other Current Liabilities             |                  |
| 201.6 □ Pre-Paid Customer Fees        | 18,038           |
| Total Other Current Liabilities       | 18,038           |
| Total Current Liabilities             | 39,573           |
| Long Term Liabilities                 | 1,495,952        |
| Total Liabilities                     | 1,535,525        |
| Equity                                |                  |
| 460 □ Retained Earnings               | 2,687,259        |
| Net Income                            | 82,565           |
| Total Equity                          | 2,769,824        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>4,305,348</b> |

PV COMMUNITY SERVICES DISTRICT  
Profit & Loss Budget Performance

February 2021

Accrual Basis

|                                   | Feb 21  | Budget  | Jul '20 - Feb 21 | YTD Budget | Annual Budget |
|-----------------------------------|---------|---------|------------------|------------|---------------|
| Ordinary Income/Expense           |         |         |                  |            |               |
| Income                            |         |         |                  |            |               |
| 661 Sewer Charges                 | 36,543  | 36,543  | 292,343          | 292,343    | 438,515       |
| 661.5 Security Patrol Charges     | 44,829  | 44,829  | 358,633          | 358,633    | 537,949       |
| 662 Property Tax                  | 4,156   | 1,250   | 66,916           | 58,500     | 102,000       |
| 662.1 Connection Fees             | 0       |         | 0                | 0          | 0             |
| 663 Interest                      | 17      | 400     | 2,411            | 8,400      | 10,000        |
| 664 Other                         | 568     | 2,117   | 12,390           | 16,933     | 25,400        |
| 665 Security Gate Charge          | 33,197  | 33,197  | 265,576          | 265,576    | 398,364       |
| 666.5 RFID Tags                   | 875     | 458     | 6,400            | 3,667      | 5,500         |
| 667 Delinquent Charges            | 0       | 150     | 38               | 1,200      | 1,800         |
| 668 Vacant Lot/Sewer Availability | 396     | 396     | 3,168            | 3,168      | 4,752         |
| 670 Reimbursement Revenue         | 0       |         | 1,625            |            |               |
| Total Income                      | 120,581 | 119,340 | 1,009,501        | 1,008,420  | 1,524,280     |
| Gross Profit                      | 120,581 | 119,340 | 1,009,501        | 1,008,420  | 1,524,280     |
| Expense                           |         |         |                  |            |               |
| Bad Debt Expense                  | 0       |         | 0                | 0          | 0             |
| Debt Service                      | 0       |         | 0                | 0          | 0             |
| Depreciation                      | 10,123  | 10,123  | 80,986           | 80,985     | 121,478       |
| Dwelling Live                     | 675     | 683     | 5,401            | 5,467      | 8,200         |
| Electrical Utilities              | 2,959   | 3,430   | 25,787           | 27,438     | 41,157        |
| Equipment Rentals                 | 0       | 42      | 473              | 333        | 500           |
| Group Health Ins.                 | 4,858   | 8,917   | 50,942           | 71,333     | 107,000       |
| Liability Insurance               | 3,724   | 3,724   | 29,793           | 29,793     | 44,690        |
| Miscellaneous Expense             | 144     | 550     | 8,195            | 4,400      | 6,600         |
| Office Expense                    | 2,291   | 2,100   | 16,501           | 16,800     | 25,200        |
| Operator Contract Services        | 5,500   | 2,500   | 26,000           | 20,000     | 30,000        |
| Payroll Taxes                     | 5,039   | 5,149   | 32,565           | 38,498     | 58,000        |
| PERS Retirement                   | 3,591   | 4,275   | 88,645           | 99,071     | 119,021       |
| Repairs & Maintenance             | 8,492   | 8,667   | 101,226          | 69,333     | 104,000       |
| Salaries                          | 45,190  | 46,500  | 344,776          | 403,000    | 620,000       |
| Security Expense                  | 463     | 1,463   | 6,798            | 11,700     | 17,550        |
| Uniforms                          | 25      | 433     | 2,155            | 3,467      | 5,200         |
| Vehicles                          | 2,480   | 2,408   | 18,316           | 19,267     | 28,900        |
| Workers' Comp. Insurance          | 2,013   | 2,114   | 16,104           | 16,909     | 25,364        |
| 6360 Payroll Expenses             | 0       |         | 0                | 0          | 0             |
| 701 Drainage                      | 0       | 833     | 8,979            | 6,667      | 10,000        |
| 712.1 State Maint. Fee            | 0       |         | 23,210           | 22,000     | 22,000        |
| 730 Water Tests & Analysis        | 505     | 683     | 5,075            | 5,467      | 8,200         |
| 815 Fees                          | 0       | 242     | 2,000            | 1,933      | 2,900         |
| 816 Engineering                   | 0       | 146     | 833              | 1,167      | 1,750         |
| 818 Schools & Meetings            | 146     | 575     | 3,956            | 4,600      | 6,900         |
| 819 Accounting                    | 0       | 667     | 10,000           | 5,333      | 8,000         |
| 820 Legal                         | 2,562   | 2,083   | 18,215           | 16,667     | 25,000        |
| 821.1 Security housing            | 0       |         | 0                | 0          | 0             |
| 821.2 SGMA Technical Study        | 0       |         | 0                | 50,000     | 50,000        |
| 921 Guard Houses /Roadway Lease   | 0       |         | 2                | 2          | 2             |
| Total Expense                     | 100,781 | 108,306 | 926,936          | 1,031,630  | 1,497,612     |
| Net Ordinary Income               | 19,800  | 11,034  | 82,565           | -23,210    | 26,668        |
| Other Income/Expense              |         |         |                  |            |               |
| Other Income                      |         |         |                  |            |               |
| Gains (Losses) -Disposal Assets   | 0       |         | 0                | 0          | 0             |
| Total Other Income                | 0       |         | 0                | 0          | 0             |
| Net Other Income                  | 0       | 0       | 0                | 0          | 0             |
| Net Income                        | 19,800  | 11,034  | 82,565           | -23,210    | 26,668        |

PV COMMUNITY SERVICES DISTRICT  
**A/R Aging Summary**  
 As of March 25, 2021

|         | <u>Current</u> | <u>1 - 60</u> | <u>61 - 120</u> | <u>121 - 180</u> | <u>&gt; 180</u> | <u>TOTAL</u> |
|---------|----------------|---------------|-----------------|------------------|-----------------|--------------|
| CSD-001 | 0.00           | -3,010.00     | 0.00            | 0.00             | 0.00            | -3,010.00    |
| CSD-002 | -2,000.00      | -289.00       | 0.00            | 0.00             | 0.00            | -2,289.00    |
| CSD-003 | 0.00           | -1,688.00     | 0.00            | 0.00             | 0.00            | -1,688.00    |
| CSD-004 | 0.00           | -400.00       | -400.00         | -360.00          | 0.00            | -1,160.00    |
| CSD-005 | 0.00           | -1,008.00     | 0.00            | 0.00             | 0.00            | -1,008.00    |
| CSD-006 | 0.00           | 0.00          | -903.00         | 0.00             | 0.00            | -903.00      |
| CSD-007 | 0.00           | -568.00       | -184.00         | 0.00             | 0.00            | -752.00      |
| CSD-008 | 0.00           | -650.23       | 0.00            | 0.00             | 0.00            | -650.23      |
| CSD-009 | 0.00           | 0.00          | -600.00         | 0.00             | 0.00            | -600.00      |
| CSD-010 | 0.00           | -578.00       | 0.00            | 0.00             | 0.00            | -578.00      |
| CSD-011 | 0.00           | -524.00       | 0.00            | 0.00             | 0.00            | -524.00      |
| CSD-012 | 0.00           | -459.86       | 0.00            | 0.00             | 0.00            | -459.86      |
| CSD-013 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-014 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-015 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-016 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-017 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-018 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-019 | 0.00           | -289.00       | 0.00            | 0.00             | 0.00            | -289.00      |
| CSD-020 | 0.00           | -279.00       | 0.00            | 0.00             | 0.00            | -279.00      |
| CSD-021 | 0.00           | -265.00       | 0.00            | 0.00             | 0.00            | -265.00      |
| CSD-022 | 0.00           | -200.00       | 0.00            | 0.00             | 0.00            | -200.00      |
| CSD-023 | 0.00           | 0.00          | -168.00         | 0.00             | 0.00            | -168.00      |
| CSD-024 | 0.00           | -65.00        | 0.00            | 0.00             | 0.00            | -65.00       |
| CSD-025 | 0.00           | -32.00        | 0.00            | 0.00             | 0.00            | -32.00       |
| CSD-026 | 0.00           | -22.00        | 0.00            | 0.00             | 0.00            | -22.00       |
| CSD-027 | 0.00           | -19.54        | 0.00            | 0.00             | 0.00            | -19.54       |
| CSD-028 | 0.00           | -15.00        | 0.00            | 0.00             | 0.00            | -15.00       |
| CSD-029 | 0.00           | -12.39        | 0.00            | 0.00             | 0.00            | -12.39       |
| CSD-030 | 0.00           | -12.00        | 0.00            | 0.00             | 0.00            | -12.00       |
| CSD-031 | 0.00           | -12.00        | 0.00            | 0.00             | 0.00            | -12.00       |
| CSD-032 | 0.00           | -11.00        | 0.00            | 0.00             | 0.00            | -11.00       |
| CSD-033 | 0.00           | -9.00         | 0.00            | 0.00             | 0.00            | -9.00        |
| CSD-034 | 0.00           | 125.00        | -125.00         | 0.00             | 0.00            | 0.00         |
| CSD-035 | 0.00           | 0.00          | 0.00            | 0.00             | 0.00            | 0.00         |
| CSD-036 | 12.00          | 0.00          | 0.00            | 0.00             | 0.00            | 12.00        |
| CSD-037 | 12.00          | 0.00          | 0.00            | 0.00             | 0.00            | 12.00        |
| CSD-038 | 25.00          | 0.00          | 0.00            | 0.00             | 0.00            | 25.00        |
| CSD-039 | 25.00          | 0.00          | 0.00            | 0.00             | 0.00            | 25.00        |
| CSD-040 | 12.00          | 24.00         | 12.00           | 12.00            | 0.00            | 60.00        |
| CSD-041 | 100.00         | 0.00          | 0.00            | 0.00             | 0.00            | 100.00       |
| CSD-042 | 0.00           | 0.00          | 0.00            | 0.00             | 100.00          | 100.00       |
| CSD-043 | 133.00         | 0.00          | 0.00            | 0.00             | 0.00            | 133.00       |
| CSD-044 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-045 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-046 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-047 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-048 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-049 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-050 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-051 | 200.00         | 0.00          | 0.00            | 0.00             | 0.00            | 200.00       |
| CSD-052 | 201.00         | 0.00          | 0.00            | 0.00             | 0.00            | 201.00       |
| CSD-053 | 224.00         | 0.00          | 0.00            | 0.00             | 0.00            | 224.00       |
| CSD-054 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-055 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-056 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-057 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-058 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-059 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-060 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-061 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-062 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-063 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-064 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |

PV COMMUNITY SERVICES DISTRICT  
**A/R Aging Summary**  
 As of March 25, 2021

|         | <u>Current</u> | <u>1 - 60</u> | <u>61 - 120</u> | <u>121 - 180</u> | <u>&gt; 180</u> | <u>TOTAL</u> |
|---------|----------------|---------------|-----------------|------------------|-----------------|--------------|
| CSD-065 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-066 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-067 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-068 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-069 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-070 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-071 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-072 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-073 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-074 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-075 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-076 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-077 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-078 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-079 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-080 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-081 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-082 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-083 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-084 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-085 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-086 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-087 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-088 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-089 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-090 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-091 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-092 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-093 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-094 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-095 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-096 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-097 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-098 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-099 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-100 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-101 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-102 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-103 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-104 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-105 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-106 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-107 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-108 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-109 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-110 | 289.00         | 0.00          | 0.00            | 0.00             | 0.00            | 289.00       |
| CSD-111 | 0.00           | 0.00          | 0.00            | 0.00             | 300.00          | 300.00       |
| CSD-112 | 200.00         | 100.00        | 0.00            | 0.00             | 0.00            | 300.00       |
| CSD-113 | 0.00           | 0.00          | 0.00            | 0.00             | 300.00          | 300.00       |
| CSD-114 | 0.00           | 0.00          | 0.00            | 0.00             | 300.00          | 300.00       |
| CSD-115 | 0.00           | 0.00          | 0.00            | 0.00             | 300.72          | 300.72       |
| CSD-116 | 301.00         | 0.00          | 0.00            | 0.00             | 0.00            | 301.00       |
| CSD-117 | 289.00         | 25.00         | 0.00            | 0.00             | 0.00            | 314.00       |
| CSD-118 | 200.00         | 200.00        | 0.00            | 0.00             | 0.00            | 400.00       |
| CSD-119 | 490.00         | 0.00          | 0.00            | 0.00             | 0.00            | 490.00       |
| CSD-120 | 578.00         | 0.00          | 0.00            | 0.00             | 0.00            | 578.00       |
| CSD-121 | 289.00         | 289.00        | 0.00            | 0.00             | 0.00            | 578.00       |
| CSD-122 | 289.00         | 289.00        | 0.00            | 0.00             | 0.00            | 578.00       |
| CSD-123 | 289.00         | 289.00        | 0.00            | 0.00             | 0.00            | 578.00       |
| CSD-124 | 289.00         | 289.00        | 0.00            | 0.00             | 0.00            | 578.00       |
| CSD-125 | 200.00         | 400.00        | 0.00            | 0.00             | 0.00            | 600.00       |
| CSD-126 | 289.00         | 317.00        | 0.00            | 0.00             | 0.00            | 606.00       |
| CSD-127 | 289.00         | 530.00        | 0.00            | 0.00             | 0.00            | 819.00       |
| CSD-128 | 289.00         | 578.00        | 0.00            | 0.00             | 0.00            | 867.00       |

PV COMMUNITY SERVICES DISTRICT  
**A/R Aging Summary**  
 As of March 25, 2021

|              | <u>Current</u>   | <u>1 - 60</u>    | <u>61 - 120</u> | <u>121 - 180</u> | <u>&gt; 180</u> | <u>TOTAL</u>     |
|--------------|------------------|------------------|-----------------|------------------|-----------------|------------------|
| CSD-129      | 0.00             | 940.00           | 0.00            | 0.00             | 0.00            | 940.00           |
| CSD-130      | 289.00           | 578.00           | 267.77          | 0.00             | 0.00            | 1,134.77         |
| CSD-131      | 289.00           | 578.00           | 289.00          | 0.00             | 0.00            | 1,156.00         |
| CSD-132      | 289.00           | 578.00           | 578.00          | 0.00             | 0.00            | 1,445.00         |
| CSD-133      | 112.00           | 224.00           | 224.00          | 224.00           | 742.01          | 1,526.01         |
| CSD-134      | 289.00           | 578.00           | 578.00          | 160.32           | 0.00            | 1,605.32         |
| CSD-135      | 200.00           | 400.00           | 400.00          | 423.00           | 501.40          | 1,924.40         |
| CSD-136      | 289.00           | 578.00           | 578.00          | 578.00           | 0.00            | 2,023.00         |
| CSD-137      | 200.00           | 400.00           | 400.00          | 400.00           | 1,324.11        | 2,724.11         |
| CSD-138      | 289.00           | 578.00           | 578.00          | 578.00           | 1,912.80        | 3,935.80         |
| CSD-139      | 8,937.00         | 1,265.00         | 0.00            | 0.00             | 0.00            | 10,202.00        |
| CSD-140      | 0.00             | 18,037.51        | 0.00            | 0.00             | 0.00            | 18,037.51        |
| <b>TOTAL</b> | <u>32,281.00</u> | <u>16,037.49</u> | <u>1,524.77</u> | <u>2,015.32</u>  | <u>5,781.04</u> | <u>57,639.62</u> |

PAUMA VALLEY COMMUNITY SERVICES DISTRICT

SECURITY REPORT

February 15 2021 – March 15 2021

| Pauma Valley CSD Security Department Personnel |           |                                   |
|--|-----------|-----------------------------------|
| Name   | Call Sign | Billet                            |
|  | 1S1       |                                   |
| Officer Todd Albert                            | 1L2       | Patrolman / Department Supervisor |
| Officer Greg Watkins                           | 1L3       | Patrolman                         |
| Officer Bryan Chau                             | 1L4       | Patrolman                         |
| Officer Nick Florez                            | 1L5       | Patrolman                         |
| Officer Preston Torres                         | 1L6       | Patrolman                         |
| Officer German Colin                           | 1L7/C1    | Patrolman / Gate Attendant        |
| Officer Evan Chism                             | 1L8/C1    | Patrolman / Gate Attendant        |
| Matthew Carson                                 | C1        | Gate Supervisor                   |
| Dale Easter                                    | C1        | Gate Attendant                    |
| Ryan Willis                                    | C1        | Gate Attendant                    |
|  | C1        |                                   |

**Vehicle Maintenance Report**

Unit One is back from Serrato’s Automotive & Tire for the following repairs: Parking brake would not engage, broken engine mount, engine, and transmission oil change. Unit Two and three will be going in for oil changes soon.

- Unit 1 (109,768) – Passed all inspections this month.
- Unit 2 (103,019) – Passed all inspections this month, oil change needed.
- Unit 3 (89,668) – Passed all inspections this month, oil change needed.

Preston Torres, Vehicle Maintenance Officer

**Gate Report**

Corona Virus literature remains posted at the Front Gate. Cleaning and sanitary supplies continue to be coordinated and received from the CSD Office. Center and Rear Gate video feed connectivity was an issue for several days but remedied itself. All other gate equipment and gate systems are operating normally. Issues regarding allowed work/service hours on Saturday and Sundays came up with one gardener in particular. This individual has been informed of the allowed work hours and has also been granted permission to enter on Sunday to take out trash bins for residents as long as he is not in one of his work trucks. Best judgment at the gates and an increase in patrol awareness is in use moving forward regarding the weekend work hour issue, though many residents have gardeners listed as

guests on Dwellinglive. Warnings regarding the community's speed limit continue to be issued to all service and delivery truck drivers as well as all truck information being recorded. The importance of consistently verifying all unknown guests that come into the community has remained a top priority and is weekly reiterated to gate attendants. This policy includes checking all new guests drivers licenses and verifying through our guest lists and Dwellinglive system that visitors and service people are expected and to be granted access.

Matthew Carson, Gate Supervisor

### HIGHLIGHTS

- **February 15<sup>th</sup> 2021 at 1132 – Loose Dog.** During normal patrol, Officer Chau noticed a possible unattended dog on Womsi Road. Officer Chau had Control One contact the homeowner who informed us they were aware and had a leash connected to the garage.
- **February 16<sup>th</sup> 2021 at 0829 – Welfare Check.** Officer Albert and Officer Watkins responded to a call for a welfare check on Wiskon Way East. Officer Watkins made contact with the housekeeper and was informed that the resident was well and visiting the Country Club.
- **February 16<sup>th</sup> 2021 at 1224 – Resident Concern.** Officer Watkins responded to a call on Pauma Valley Drive for a tree in a neighbor's yard leaning into their property. The neighbor said they would take care of it in a couple months but the resident wants it done sooner due to a fire risk. Officer Watkins informed the resident of some potential options.
- **February 17<sup>th</sup> 2021 at 1945 – Medical.** Officer Torres responded to a medical call on Temet Drive. The resident had an allergic reaction and was transported to the hospital.
- **February 18<sup>th</sup> 2021 at 0355 – Fire Alarm.** Officer Chau responded to Pechanga Fire through the Front Gate with no report over the scanner. Officer Chau followed Pechanga Fire to Tukwut Court where contact was made with a homeowner. The reason was unknown.
- **February 19<sup>th</sup> 2021 at 2315 – Suspicious Activity.** Officer Chau and Officer Watkins responded to a call for a suspicious vehicle at The Pauma Village. Information was logged as vehicle started to drive away.
- **February 20<sup>th</sup> 2021 at 0202 – Notice Of Violation.** Officer Chau and Officer Watkins issued a NOV on Pauma Valley Drive for overnight parking with no pass displayed.
- **February 20<sup>th</sup> 2021 at 0917 – Gate Runner.** Officer Florez responded to a gate runner. Officer Florez patrolled the community but was unable to locate any vehicles matching the description. Vehicle information was logged.
- **February 20<sup>th</sup> 2021 at 1158 – Medical.** Officer Florez responded to a medical call on Womsi Road for abdominal pain. The resident was transported to Palomar Hospital.
- **February 20<sup>th</sup> 2021 at 1445 – Suspicious Activity.** Officer Florez responded to a call for a suspicious person attempting to follow a resident into the community. Officer Florez arrived and made contact with the individual who stated the vehicle they were following was stolen from them. The driver then drove to The Pauma Village where Officer Florez was able to



smell marijuana coming from the vehicle. Sheriffs arrived and verified all paperwork confirming the vehicle was not stolen.

- **February 20<sup>th</sup> 2021 at 2145 – Suspicious Activity.** Officer Watkins responded to a call for a vehicle that was mistakenly granted access to the community. Officer Watkins made contact with the driver on Pauma Valley Drive and escorted them out.
- **February 24<sup>th</sup> 2021 at 0700 – Other.** During normal patrol, Officer Albert noticed property damage to the fence outlining Pauma Farm near the rear gate. Officer Albert informed an employee of the farm. Camera footage was reviewed and the incident was out of range.
- **February 24<sup>th</sup> 2021 at 1000 – Other.** Officer Albert followed up with residents concerning speeding reports within the NextDoor app. Officer Albert informed them we will start doing speed enforcement more often within the community.
- **March 1<sup>st</sup> 2021 at 0907 – Resident Concern.** Officer Florez responded to a call on Pauma Valley Drive for a group of people walking around with rifles shooting into the trees. Officer Florez made contact with the individuals and confirmed they were residents shooting gophers with pellet guns.
- **March 1<sup>st</sup> 2021 at 2004 – Medical.** Officer Albert responded to a medical call on El Tae Road. The resident was having severe pain in their legs and was transported to the hospital.
- **March 2<sup>nd</sup> 2021 at 0725 – Gate Crasher.** Officer Albert responded to a gate crasher. Information was taken and a NOV was issued.
- **March 3<sup>rd</sup> 2021 at 1946 – Process Server.** Officer Torres responded to a call for a process server at the Front Gate. Officer Torres escorted the agent to Luiseno Circle Drive with no complications.
- **March 6<sup>th</sup> 2021 at 1517 – Snake Call.** Officer Florez responded to a snake call on Mill Creek Road for a gopher snake on a resident's front porch. Officer Florez successfully removed and relocated the snake.
- **March 6<sup>th</sup> 2021 at 1758 – Noise Complaint.** Officer Chau responded to a call on Luiseno Circle Drive for a landscaper doing work after community hours and breaking up concrete. Officer Chau made contact with the landscaper. The landscaper was compliant and started to clean up debris off the road before leaving.
- **March 7<sup>th</sup> 2021 at 0944 – Other.** Officer Florez responded to a call for a possible landscaper doing work on a Sunday. Officer Florez made contact with the landscaper and informed him he was not allowed to do work on Sundays. The individual complied and left the community.
- **March 7<sup>th</sup> 2021 at 1254 – Traffic Collision.** Officer Florez responded to a motorcycle accident on Highway 76 near Saint Francis Church. The rider lost control and hit a telephone pole. Paramedics air lifted the individual to the hospital.
- **March 7<sup>th</sup> 2021 at 2124 – Lift Assist.** Officer Colin responded to a lift assist on Taspas Court. Officer Colin successfully lifted the resident into a chair with no medical assistance needed.
- **March 8<sup>th</sup> 2021 at 0233 – Suspicious Activity.** Officer Colin and Officer Watkins responded to a suspicious person at The Pauma Village Market. The individual was on his way to Pauma

Casino and asked for a ride. Both Officers informed him they were unable to do so and left the scene.

- **March 9<sup>th</sup> 2021 at 1115 – Other.** Officer Florez did a follow up on landscapers working after hours. The resident was informed that Patrol is monitoring this issue closely; the landscaper apologized.
- **March 11<sup>th</sup> 2021 at 2355 – Medical.** Officer Albert responded to a medical call on Pauma View Drive. The resident was not feeling well and was transported to the hospital.
- **March 13<sup>th</sup> 2021 at 1013 – Process Server.** Officer Florez responded to a call for a process server at the Front Gate. Officer Florez escorted the agent to Womsi Road but the resident was unavailable at the time.
- **March 13<sup>th</sup> 2021 at 1330 – Other.** Officer Florez made contact with a resident and informed that work needed to end by 2 pm on Saturday. The resident understood and said he had a wedding next week and needed to finish the work and he was going to have the workers continue. The resident stated if he was going to be fined the office can do what they need to do.
- **March 13<sup>th</sup> 2021 at 1335 – Trespassing.** Officer Florez responded to a guest who was on the restricted list for a resident on PVD. The guest went to the Front Gate and was turned away because their access was restricted by the resident. The guest then went to the Back Gate, got out on foot, blocked the exit side sensor, and drove their vehicle in the community through the exit side, and went to the residence they were attempting to get to. Officer Florez met with all individuals at the residence and the guests were eventually allowed access by the residents. Officer Florez informed the guests if they trespassed in the same manner in the future Sheriffs would be called.
- **March 13<sup>th</sup> 2021 at 1520 – Other.** While on routine patrol Officer Florez noticed workers after hours at a residence on Womsi. He made contact with the resident and explained there's no work after 2 pm on Saturday. The resident said he's not a part of any HOA and does not need to follow the service rules. Officer Florez was unsure if it was an HOA rule or Roadway Rule and said he would look into it.
- **March 13<sup>th</sup> 2021 at 1725 – Gate Crasher.** Officer Chau responded to a gate crasher at the Rear Gate. He searched the community and was unable to locate the vehicle. He fixed the barrier arm.
- **March 14<sup>th</sup> 2021 at 1211 – Resident Concern.** Officer Florez took a report from a resident that 4 mailboxes had been broken into at the Post Office. He had the Front Gate contact the Post Office to inform them.
- **March 14<sup>th</sup> 2021 at 1313 – Traffic Collision.** Officer Florez responded to a motorcycle down on Highway 76 and Nate Harrison. He assisted with traffic control.
- **March 15<sup>th</sup> 2021 at 0200 – Lift Assist.** Officer Watkins and Officer Colin lifted a resident on Taspa. The resident did not have any injuries.

- **March 15<sup>th</sup> 2021 at 2055 – Unsecure Box.** Officer Chau found a key to a post office box at the Post Office. He put the key inside the proper box and had control 1 call the Post Office in the morning to let them know where the key was placed.

| RFID Entries                |          |              |                |              |        |
|-----------------------------|----------|--------------|----------------|--------------|--------|
| Front Gate                  |          | Center Gate  |                | Back Gate    |        |
| 5,734                       |          | 377          |                | 2,985        |        |
| Dispatch By Location        |          |              |                |              |        |
| Inside PVCCE                | Oak Tree | School       | Business Dist. | PVCC         | HWY 76 |
| 27                          | 1        | 0            | 5              | 0            | 2      |
| Highlights by Shift Periods |          |              |                |              |        |
| A: 2200-0600                |          | B: 0600-1400 |                | C: 1400-2200 |        |
| 4                           |          | 19           |                | 11           |        |

| PVCSD Patrol – Building Checks |                |            |                |               |
|--------------------------------|----------------|------------|----------------|---------------|
| Location                       | Unsecured Door | Fire Alarm | Burglary Alarm | Officer Check |
|                                |                |            | 459A           | 1153          |
| Country Club(CC)               |                |            |                |               |
| Greens Maintenance(GM)         | 1              |            |                | 1             |
| Community Church(CO)           | 6              |            | 1              | 42            |
| Gravel Yard(GY)                |                |            |                | 9             |
| Saint Francis(SF)              | 1              |            | 2              | 64            |
| Pauma School(PS)               | 1              |            |                | 25            |
| Pauma Building(PB)             | 3              |            |                | 50            |
| Airport Hangars(AH)            |                |            |                | 16            |
| Treatment Plant(TP)            |                |            |                | 30            |
| Pauma Village(PV)              | 1              |            |                | 35            |
| Residential Houses/Other       |                | 1          |                |               |

PVCSD SECURITY REPORT February 15, 2021 – March 15, 2021

| Patrol Activity               |   |                     |   | Gate Activity         |        |
|-------------------------------|---|---------------------|---|-----------------------|--------|
| Medicals                      | 4 | Resident Concern    | 2 | Activity/Malfunctions | Totals |
| Welfare Checks                | 1 | Suspicious Activity | 3 | Unresponsive          | 2      |
| Lift Assist                   | 2 | Noise Complaint     | 1 | Will Not Close        | 15     |
| Domestic Dispute              |   | Process Server      | 2 | False Read            | 1      |
| Traffic Collisions            | 2 | 911 Hang up Call    |   | Loss of Controls      | 1      |
| Gate Runner/<br>Gate Crashers | 4 | Loose Dogs          | 1 | Video Loss            | 8      |
| Public Assists                |   | Snake Call          | 1 | Device Entries        | 35,774 |
| Jump Start                    |   | Trespassing         | 1 | Passes Issued         | 2,775  |
| Notice of Violation           | 1 | Other               | 6 | Pass Entries          | 4,675  |

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

|      |     |          |           |
|------|-----|----------|-----------|
| Key: | New | Payments | Disputing |
|------|-----|----------|-----------|

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

Gate Runners

|      |     |          |           |
|------|-----|----------|-----------|
| Key: | New | Payments | Disputing |
|------|-----|----------|-----------|

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

# PAUMA VALLEY COMMUNITY SERVICES DISTRICT

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## General Manager's Report

March 29, 2021

Bobby Graziano, General Manager

### 2021 Goals & Initiatives

Updates from February meeting

- Annual Reporting Schedule complete
- Salary Analysis complete and to be presented March 29
- Security Survey live on CSD website
- Gate schematics near complete
- Emergency Connection with Golf Course complete and tested with PVCC
- Well 7R2 progress being made (pump and motor, electrical, and chlorine system)
- Oak Tree Lift Station upgrades 90% complete
- Training Matrix complete

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

Nextdoor Activity Related to Speeders: Following the last meeting GM Graziano posted the following message on Next Door and requested that Security Supervisor Todd Albert contact by phone each individual on the thread. Albert spoke to each individual. See Dwelling Live entry below.

Rich, I would like to introduce myself. I am the General Manager at Pauma Valley Community Services District. At our February 22nd board meeting, the Board of Directors and staff discussed your post on Nextdoor regarding your concern over vehicle speeding. We thank you for this information and welcome further dialogue. First, we have a Public Complaints Policy and I encourage you to file a written complaint to our office. You can provide your "confidential" written complaint to me at [gm.pvcسد@gmail.com](mailto:gm.pvcسد@gmail.com). Please include any vehicle information that we can use to follow-up on the offense. Alternatively, we could schedule a meeting between you and our Security Supervisor, Todd Albert. The meeting could be by phone or outside your home from a safe distance. Todd will collect all the information related to the speeding event you witnessed. The entire Security Department will then be informed of the specifics and be on the look out for future instances.

Thank you,  
Bobby Graziano  
General Manager, PVCSD  
760-742-1909

GENERAL ACTIVITY: FOLLOW UP ON NEXTDOOR SPEEDING REPORTS 2/24/2021 10:00 AM  
TUESDAY 2/23 SPOKE WITH BRENDA MANNON 15316 PVD, SHE SAID THAT SHE WAS VERY UPSET ABOUT MAKING REPOTS OF SPEEDING AND NOTHING BEING DONE. SHE SAID PATROL CAN PARK ON HER DRIVEWAY IF IT WILL HELP TO CATCH SPEEDERS. I TOLD HER WE WOULD MAKE OUR PRESENCE IN THE AREA STONGER AND ATTEMPT TO CATCH THE SPEEDERS. SHE WILL REPORT TO THE FRONT GATE ANY INFORMATION THAT MAY HELP.

2/24 I SPOKE RACHEL FOSTER, 16069 EL TAE. SHE STATED SPEEDERS ARE ON LUISENO UPPER AND LOWER IN THE MORNING STARTING AROUND 6 AM., SHE BELIEVES THEY ARE WORKERS AND VENDORS MAINLY. I TOLD HE WOULD HAVE PEOPLE IN THE AREA TO HELP PREVENT THIS IN THE FUTURE. SHE ALSO SAID SHE MOVED TO EL



TAE FROM THE BACK GATE AND THEY SPEED THERE ALSO. I LET HER KNOW THAT WE WILL ALSO HAVE PEOPLE WATCHING THAT AREA

2/24 I LEFT A MESSAGE FOR JOHN WARREN 16036 TUKWUT.

2/24 I SPOKE WITH CAROL FONTANE 32326 CAHUKA CT, SHE SAID THAT SHE WILL USALLY WITNESS THE SPEEDING IN THE EARLY AFTERNOON WHILE WALKING HER DOG. THIS USALLY HAPPENS ON PVD BETWEEN PAUMA HEIGHTS AND THE REAR GATE. SHE ALSO SAID IT SEEMS TO BE MOSTLY WORKERS THAT ARE SPEEDING. SHE ASKED IF THE DISTRICT COULD IN THE MONTHLY PAPERWORK ADD SOMETHING FOR SPEEDING IN THE AREA AND POSSIBLY GET A COUPLE OF THE SPEED FLASHING SIGNS TO HELP OUT..

2/24 I LEFT A MESSAGE FOR RICH COVERT 32412 WOMSI RD  
RICH COVERT RETURNED MY CALL, HE SAID HE AND HIS WIFE WALK ON PVD AROUND 5 PM AND THEY SEE SPEEDERS FROM PAUMA HEIGHTS TO THE REAR GATE. I TOLD HIM THAT WE HAVE HAD OTHERS REPORT IT IN THAT AREA ASLO AND WE WILL POST OUT GUYS IN THAT AREA TO TRY TO PREVENT IT GOING FORWARD. HE SAID THAT IT IS MOSTLY RESIDENTS HE IS SEEING SPEEDING.

ALL THE RESIDENTS I SPOKE WITH SEEM HAPPY TO HAVE RECIEVED A CALL AND THAT WE ARE LOOKING TO PREVENT THE SPEEDING.

### **Sewer System**

A demo of a jetting machine was conducted on March 17, 2021. The recommended jetting machine for our district is shown below. The price quoted for a camera and jetting machine is \$62,024.68 (including tax and delivery).

Staff is continuing to explore the cost-benefit analysis of owning vs subcontracting this type of service.

There is no recommendation to procure this equipment at this time.



### **Stormwater Management Systems**

All infrastructure in good condition. Utility staff has inspected all drainage channels and ditches since recent rains.

### **Human Resources**

Patrol: Fully staffed with 5

Gates: Fully staffed with 5

Utility: Fully staff with 3

Admin: Fully staffed with 4

Total employees: 17

### **Monthly Meeting with Security**

March 17, 2021 at 8:00am. Putting out cones when trees are down. Landscapers on weekends and ensuring rules are followed. Monthly highlights. Potential use of cell phones vs radios in the future.

## Electrical Vehicles & Charging Stations at Office

The fleet of Ford Interceptors are aging and repair costs will continue to increase as the vehicles are nearing the end of their useful lives as reliable security vehicles. Since the District will be pursuing replacement units electric vehicles (EV's) should be considered.




The case for an electric vehicle



- EV's can enjoy fuel savings of about 60-70% relative to conventional vehicles<sup>1</sup>
  - CSD may see higher savings since engine idle time is higher for security vehicles than typical driving
  - On average CSD spends \$11,900 per year on fuel (calculated on a 5.5 year analysis)
  - Under a Biden Administration it is expected that petroleum fuel costs will increase
- EV's can save about 30-35% in vehicle maintenance costs compared to conventional vehicles<sup>2</sup>
  - CSD has spent the following on repairs and maintenance
    - 2015 Ford Police Explorer LP 1458801 - \$6,729.42
    - 2015 Ford Police Explorer LP 1458802 - \$10,459.11
    - 2016 Ford Police Explorer LP 1479355 - \$7,108.70
  - EV's do not require oil changes, or other typical maintenance activities thus reducing down time and repair costs
- Security staff will experience greater enthusiasm for their job, this will be explained in the meeting in more detail
- The District would also look to no longer maintain three vehicles, and have only two EV's

<sup>1</sup> Partners in Project Green, 2016. Charge Up Ontario: A guide for businesses to invest in electric vehicle charging stations.

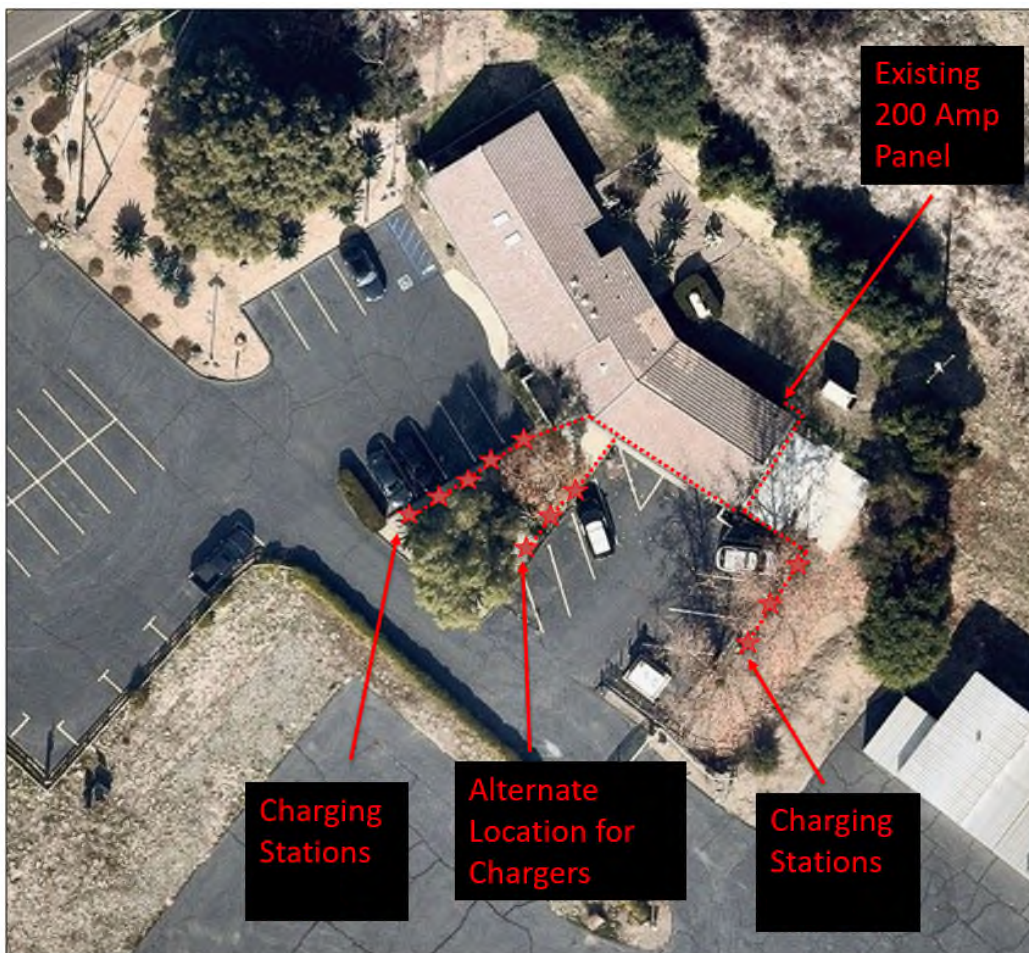
<sup>2</sup> City of Markham, 2017. Electric vehicle workplace charging pilot.

A few potential EV options have been listed below. The Model Y given its price, availability and track record in the EV market seems to be the ideal choice. Purchase price is \$50,490. There are options to lease or finance as well. There would be the additional cost of a light bar and graphics.

| Brand      | Model  | Price    | Range Miles | MPGe City / highway | Photo  |
|------------|--------|----------|-------------|---------------------|--|
| Volkswagen | ID.4   | \$41,190 | ~250        | 104 / 89            |  |
| Ford       | Mach-E | \$42,895 | ~230        | 96 / 84             |  |
| Hyundai    | Kona   | \$37,495 | ~260        | 132 / 108           |  |

|        |         |          |      |               |  |
|--------|---------|----------|------|---------------|--|
| Tesla  | Model Y | \$50,490 | ~300 | 129 / 112     |  |
| Rivian | R1T     | \$75,000 | ~300 | Not available |  |

If the District chooses to procure EV's for security vehicles charging stations will be needed. While undertaking the installation of charging stations it will be advantageous to install additional stations for visitor, and staff use. Staff use of charging could be offered as a benefit.



**Recommendation** - Based on the savings related to fuel and maintenance expense staff recommends acquisition of two Tesla Model Y's and the installation of charging stations.

## Solar

In addition to exploring EV's staff proposes the District consider solar to offset the electrical costs of running the treatment plant and office.

- As a point of reference:
  - The District spends approximately \$8,500 per year for electricity at the Office
  - The District spends approximately \$25,200 per year for electricity at the Treatment Plant

The District may have a great opportunity to take advantage of the expansive roof top of the club owned airport hangar. Subject to the final approval of Larry Taylor and an agreement b/n the District and Pauma Valley Country Club there is the opportunity to utilize the ~4,000 ft<sup>2</sup> of southwest facing roof top for solar. Preliminary discussions with Larry have taken place and all indicators thus far are positive.

Staff has met with Palomar Solar (Mike Robles) and Century Sun and Solar (Nick Jansing) to understand more about the feasibility of such a project.

Staff has also connected with SDG&E and received a positive determination on Net Metering and aggregating the meters shown below.



**Recommendation** - Based on preliminary discussions with the entities and individuals listed above a project should be considered. The estimated size of the system is 125kW. This will bring our electrical expenses close to zero. With acknowledgement from the Board staff will put forward a proposed scope and budget for adoption at a future meeting.

## 2021 Compensation Analysis – Staff Report

The following are a few anecdotal notes to consider when reviewing the districts sampled as part of this report.

### Large Versus Small Districts

| DIFFERENCES  |   |
|--|---|
| <u>Large Districts</u>   | <u>Small Districts</u>  |
| More staff to complete mission   | Less staff to complete mission  |
| Greater division of labor (i.e. specialized workers with singular focus like Wastewater Ops, Water Ops, Meter Reader, Accounts Payable, Accounts Receivable) | More multi-tasking required of each staff member  |
| Managers typically have one or more assistants   | Rare for managers to have deputies or assistants  |
| Common to have Finance Directors and/or Accountants on staff   | Uncommon to have Finance Director, Accountants or the like                                    |
| Greater number of connections for spreading out costs  | Smaller number of connections to derive operating revenue (demands more operating efficiency) |
| Low expectations from the public on response times   | High expectations from the public on response times   |

| SIMILARITIES  |
|---|
| Complex regulatory requirements and compliance <ul style="list-style-type: none"> <li>State reporting related to water quality, sewer system management, air pollution control, permitting, fiduciary reporting, audits, payroll taxes and related, CalPERS, Community Service District government code</li> </ul> Brown Act<br>Human resources<br>Training |
| Fiduciary responsibilities  |
| Accountability to the public  |
|   |

## Comparable Districts

The list of agencies below serve semi-rural, non urban areas outside city centers and not adjacent to major metropolitan areas.

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**District Name:** Pauma Valley Community Services District / Rancho Pauma Mutual Water Company

**Website:** [www.paumavalleycsd.com](http://www.paumavalleycsd.com)

**Services:** Water, Wastewater, Stormwater, Security and Patrol Services, Gate Access Services

**Water Connections:** 385

**Wastewater Connections:** 400

**Population:** 1,160

**Staff Count:** 16.625 (3 in the field, 2.625 admin, 5 gate attendants, 5 security officers, 1 GM)

**Budget:** \$3,014,720

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

**Description:** The Pauma Valley Community Services District (PVCSD) was created in 1961, through California government Code §61000, to specifically provide for the collection, treatment and disposal of locally generated wastewater. In 1996, PVCSD was authorized by the State to provide security services as a latent power. Activation of the latent power was subsequently confirmed by a vote of the PVCSD constituents. Rancho Pauma Mutual Water Company ("Company") is a shareholder-owned mutual water company formed in 1956 by residents of Pauma Valley, pursuant to the laws of the State of California. This small, non-profit, mutual serves potable (drinking) and irrigation water to 344 shareholders through 385 meter connections, covering approximately 1,325 acres.

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**District Name:** Yuima Municipal Water District

**Website:** <https://www.yuimamwd.com>

**Services:** Water

**Water Connections:** 344

**Wastewater Connections:** 0

**Population:** 1,350

**Staff Count:** 8 (4 in the field, 3 admin, 1 GM)

**Budget:** \$10,557,400

**Mission Statement:** It is our mission to provide a diversified, sustainable water supply for water service to our Pauma Valley customers that exceeds all standards of quality and reliability at fair, reasonable, and equitable rates.

**Description:** The Yuima Municipal Water District ("Yuima" and/or "District") was organized on January 19, 1963 under the Municipal Water District Act of 1911. The organization was needed for the prime purpose of importing Colorado River water to the areas populated mostly within the mutual water companies existing in the Pauma Valley area (Palomar Mutual Water Company later known as Improvement District "A"; Rancho Estates Mutual Water Company; Rancho Pauma Mutual Water Company; and Lazy H Mutual Water Company) in order to augment their local water supplies. The District takes its name from a creek tributary to the River, which means "Snow Water" in the Native American Language.

**Some Key Notes:** Yuima operates within the same geographical area as PVCSD. Although Yuima has the singular focus of water service, the geography, politics, regulation, source of supply and infrastructure are similar. Since Yuima is within the same geographical area the cost of living can be considered the same. Yuima's compensation rates are competitive with other municipal water agencies in order to retain employees. Yuima has been selected for inclusion in this analysis as they are considered "small" from a District standpoint.

- Yuima provides water service only. 73% of the water served is imported from the San Diego County Water Authority. The import price of water is \$1,104 per acre foot
  - Yuima sells water to its customers between \$1,150 - \$1,954 per acre foot
  - Rancho Pauma sells its water to its customers between \$318 – \$742 per acre foot
- Two of Yuima's customers consume 50% of the water sold by the District
- Yuima's budget includes 4,100 acre feet of import water for a cost of \$4,526,400
- Yuima's budget includes \$953,822 in pass through fixed cost to the Water Authority
- Yuima's budget adjusted for these two pass through costs is \$5,072,178
- Total salaries and wages for 8 employees at Yuima is \$789,552 (excludes benefits)
- Total salaries and wages for 16.625 employees at PVCSD is \$786,611 (excludes benefits)





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**District Name:** Heritage Ranch Community Services District

**Location:** Paso Robles, San Luis Obispo County

**Website:** <https://heritageranchcsd.ca.gov/>

**Services:** Water, Wastewater, Parks & Rec, Solid Waste

**Water Connections:** 1,948

**Wastewater Connections:** 1,765

**Population:** 3,428

**Staff Count:** 7 (5 in the field, 1 admin, 1 GM)

**Operating Budget:** \$1,717,500

**Mission Statement:** The purpose and mission of HRCSD is to provide municipal services to the village of Heritage Ranch in a manner that is efficient, safe and in accordance with applicable law. These services include the supply of drinking water, the disposal of wastewater, removal of solid waste, parks and recreation.

**Description:** The Heritage Ranch Community Services District (HRCSD) was originally formed in 1990 to provide local control of service for water and sewer to the Village of Heritage Ranch. More than 70% of the voters approved the formation of the District in the November 1989 election. The function of Parks & Recreation was added in 1992 the voters approved adding Parks & Recreation ostensibly to facilitate a golf course. While the golf course did not materialize, the addition of this function did allow for the construction of the Don Everingham Senior Center on District property in 1998. In 1996, the addition of Solid Waste Removal was added. The Board took the initiative to propose taking trash removal over from the County and it was approved by the voters. HRCSD is a public agency, governed by a five member Board of Directors whom reside at the Ranch.

**Some Key Notes:** HRCSD provides similar services within a similar geography and surrounding industries and demographics.

- HRCSD has a similar staff count to PVCSD (discounting for Security).
- HRCSD is involved in SGMA.



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**District Name:** Nipomo Community Services District

**Location:** Nipomo, San Luis Obispo County

**Website:** <https://ncsd.ca.gov/>

**Services:** Water, Wastewater, Solid Waste (franchise),  
Street Lighting (limited area), Drainage (limited area)

**Water Connections:** 4,500

**Wastewater Connections:** 3,700

**Population:** 13,700

**Staff Count:** 19 (6 Water, 6 Wastewater, 1 Cust Rep, 3 Admin, 1 Fin Dir, 1 Ops Dir 1 GM)

**Operating Budget:** \$9,500,000

**Mission Statement:** The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future. The Vision Statement of Nipomo is; The District has sufficient water supplies to meet current needs and is actively planning for and funding future needs; has investments in our infrastructure to maintain reliable and efficient services; is practicing environmental stewardship to protect our resources; has substantially upgraded and continues to upgrade water and wastewater systems to accommodate new water supplies and meet growth and regulatory requirements; is sustaining a qualified, long-term and productive workforce to assure an effective organization; continues conservative, well managed finances reaching incremental targeted reserve goals; achieves a high level of public support through public outreach; has improved relationships with local agencies, regulators and providers; has constructed and is operating at least one neighborhood park.

**Description:** Nipomo Community Services operates one water system and two sewer systems; one serving the Town Division and one serving the Blacklake Division. On January 28, 1965, Nipomo Community Services District formed under the Community Services District Law of the Government Code Section 61000. The first elected Board Members were William C. Black, Cecil E. (Gene) Davis, James A. Kitchen, Oren W. (Jim) Miller and John R. Mylan. The Board of Directors immediately pursued the construction of the District's first public water system. A bond election was held on February 15, 1966, and the voters approved the sale of bonds worth \$650,000 for the acquisition, construction, installation, and maintenance of the District's first water system. Construction began in June 1966, and was completed in November 1966, at which time water began to flow.

**Some Key Notes:**

- Pumps groundwater. Provide drainage services.



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**District Name:** Vandenberg Village Community Services District

**Location:** Vandenberg Village, Santa Barbara County

**Website:** <http://www.vvcsd.org/index.html>

**Services:** Water & Wastewater

**Water Connections:** 2,600

**Sewer Connections:** 2,500

**Population:** 7,400

**Staff Count:** 9 (4 in the field, 4 admin, 1 GM)

**Budget:** \$3,105,099.

**Mission Statement:** To efficiently provide dependable drinking water delivery and wastewater collection services to Vandenberg Village residents, with a commitment to customer service.

**Description:** Vandenberg Village Community Services District was established in 1983 as a local government agency under California Government Code Section 61000, et seq., for the purpose of providing water and wastewater services to the community of Vandenberg Village, an unincorporated area of Santa Barbara County north of Lompoc. It is governed by a Board of five locally elected directors.

**Some Key Notes:**

- VVCSD is involved in SGMA. VVCSD does not operate a wastewater treatment plant. They connect to the City of Lompoc, and own 16% of the plant.
- Pump groundwater from 3 wells
- Participates in SGMA. Is a Medium Priority basin.



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**District Name:** Oceano Community Services District  
**Location:** Oceano, San Luis Obispo County  
**Website:** <https://oceanocsd.org/>  
**Services:** Water, Wastewater, Fire Protection, and Street Lighting  
**Water Connections:** 2,208  
**Sewer Connections:** 2,086  
**Population:** 7,600  
**Staff Count:** 9 (4 in the field, 4 admin, 1 GM)  
**Budget:** \$8,010,795  
**Mission Statement:** Not on website.



**Description:** The Oceano Community Services District (OCSD) is a multi-service special district located on the beautiful central coast of California. OCSD provides approximately 7,600 residents and businesses, located in Oceano and Halcyon, with fire protection, sewer & water services, and street lighting.

**Some Key Notes:** Oceano CSD provides similar services as PVCSD.

- Pumps groundwater. 3 wells. Also imports water.

-----  
**District Name:** The Sea Ranch Association  
**Location:** Sea Ranch, Sonoma County  
**Website:** <https://www.tsra.org/>  
**Services:** Water, Wastewater, and Security Patrol  
**Water Connections:** 1,870  
**Sewer Connections:** 670  
**Population:** 5,000  
**Staff Count:** 17.4 (6 in the field, 2.4 admin, 1 GM, 8 Security)  
**Budget:** \$3,126,345



## The Sea Ranch Association

**Mission Statement:** Not listed on website.

**Description:** The community consists of over 2,200 homes and undeveloped lots governed by a homeowners' association (the "Association") and a board of directors.

**Some Key Notes:** Sea Ranch provides a similar set of services to a community with similar characteristics to Pauma Valley.

- Sea Ranch is planned community formed at a similar time as Pauma Valley Country Estates.
- There is a golf course, private airport, wastewater treatment plant, and mutual water company within its district.
- Although not a public agency, the HOA functions in a similar capacity to PVCSD. Sea Ranch has 24 hour roving security patrol.
- Sea Ranch provides water service via The Sea Ranch Mutual Water Company
- The community has strict parking rules, and exquisitely maintained roads and landscaping (similar to PVCSD).
- Sea Ranch employees either live within close proximity to the district or drive approximately 45 minutes from surrounding towns. Similar to PVCSD.

-----  
**District Name:** Big Bear City Community Services District

**Location:** Big Bear City, San Bernardino County

**Website:** <https://www.bbccsd.org/>

**Services:** Water, Wastewater, Lighting, Fire Protection, and Trash

**Water Connections:** 6,013

**Sewer Connections:** 11,786

**Population:** 13,400

**Staff Count:** 37 (8 water in the field, 8 sewer in the field, 11 solid waste, 9 admin, 1 GM)

**Budget:** \$12,500,000

**Mission Statement:** The mission of the CSD is to serve our customers with clean and safe water, and to provide collection of solid waste and wastewater in a fiscally responsible manner.

**Description:** The Water Department provides potable drinking water within an 8 square mile service area in Big Bear City, Ca. The Department services 6013 connections, 24-hours per day, 365 days per year by 8 fulltime employees. Department operations are supported by four reservoirs with a total capacity of 6.25 million gallons, 81 miles of main lines, 418 fire hydrants and 1600 gate valves.

The Big Bear City Community Services District Sewer Department provides wastewater collection service to Big Bear City and in the areas known as Sugarloaf, Erwin Lake, Whispering Forest, and a portion of Moonridge. Eight California Water Environment Association (CWEA) Certified Collection System Operators operate and maintain the department's 7 Pump Stations, 116 miles of Sewer Mainlines ranging in size from 8 - 18 inches in diameter, and 2,886 Manholes.

**Some Key Notes:** Big Bear City CSD is a medium size district serving a community away from a major city. Big Bear operates 10 wells, and 4 reservoirs.



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**District Name:** Lake Arrowhead Community Services District

**Location:** Lake Arrowhead, San Bernardino County

**Website:** <http://www.lakearrowheadcsd.com/>

**Services:** Water, Wastewater, and Trash

**Water Connections:** 8,918

**Sewer Connections:** 10,681

**Population:** 14,000

**Staff Count:** 56 (42 in operations, 13 admin, 1 GM)

**Budget:** \$18,850,000

**Mission Statement:** The mission of the Lake Arrowhead Community Services District is to provide exceptional water and wastewater services, as we protect our water resources and preserve our environment.

**Description:** The District provides water service to the Lake Arrowhead community and wastewater services to customers in the Lake Arrowhead and surrounding communities.

**Rationale for Selecting:** Lake Arrowhead CSD is a medium size district serving a community away from a major city.



**Comparable Districts**

| Job Title  | Yuima     |       |           | Heritage Ranch |       |           | Nipomo    |       |           | Vandenberg Village |       |           | Oceano    |       |           | Sea Ranch |       |           | Big Bear  |       |           | Lake Arrowhead |       |           |
|--|-----------|-------|-----------|----------------|-------|-----------|-----------|-------|-----------|--------------------|-------|-----------|-----------|-------|-----------|-----------|-------|-----------|-----------|-------|-----------|----------------|-------|-----------|
|  | min       | ----- | max       | min            | ----- | max       | min       | ----- | max       | min                | ----- | max       | min       | ----- | max       | min       | ----- | max       | min       | ----- | max       | min            | ----- | max       |
| General Manager                                    | \$150,000 | ----- | \$185,000 | \$160,000      | ----- | \$160,000 | \$176,821 | ----- | \$176,821 | \$179,442          | ----- | \$179,442 | \$170,000 | ----- | \$170,000 | \$154,544 | ----- | \$211,453 | \$185,723 | ----- | \$185,723 | \$211,786      | ----- | \$211,786 |
| Office Manager                                     | \$52,000  | ----- | \$84,656  | \$65,416       | ----- | \$79,518  | \$73,296  | ----- | \$93,552  | \$73,237           | ----- | \$112,860 | \$53,456  | ----- | \$116,438 | \$58,477  | ----- | \$81,870  | \$69,534  | ----- | \$85,467  | \$68,744       | ----- | \$79,601  |
| Water Quality Data Tech & Compliance Administrator | \$45,760  | ----- | \$65,686  | \$52,541       | ----- | \$63,856  | \$47,244  | ----- | \$57,432  | \$49,358           | ----- | \$70,803  | \$40,061  | ----- | \$62,046  | \$48,672  | ----- | \$59,301  | \$44,429  | ----- | \$62,254  | \$53,872       | ----- | \$62,379  |
| Administrative Assistant                           | \$45,760  | ----- | \$65,686  | \$52,541       | ----- | \$63,856  | \$47,244  | ----- | \$57,432  | \$49,358           | ----- | \$70,803  | \$40,061  | ----- | \$62,046  | \$48,672  | ----- | \$59,301  | \$44,429  | ----- | \$62,254  | \$53,872       | ----- | \$62,379  |
| Utility Department Supervisor                      | \$75,546  | ----- | \$101,026 | \$62,296       | ----- | \$75,733  | \$75,132  | ----- | \$91,320  | \$62,712           | ----- | \$80,038  | \$56,451  | ----- | \$75,691  | \$69,326  | ----- | \$84,469  | \$63,544  | ----- | \$81,890  | \$57,241       | ----- | \$66,227  |
| Water/Wastewater Worker II                         | \$65,686  | ----- | \$88,504  | \$57,928       | ----- | \$70,408  | \$47,244  | ----- | \$57,432  | \$59,716           | ----- | \$76,211  | \$48,880  | ----- | \$65,562  | \$57,034  | ----- | \$69,493  | \$43,410  | ----- | \$61,131  | \$51,896       | ----- | \$60,070  |
| Water/Wastewater Worker I                          | \$39,520  | ----- | \$49,920  | \$45,386       | ----- | \$55,162  | \$42,852  | ----- | \$52,092  | \$52,811           | ----- | \$67,392  | \$42,328  | ----- | \$56,784  | \$49,275  | ----- | \$63,024  | \$43,410  | ----- | \$61,131  | \$40,664       | ----- | \$47,070  |
| Security Department Supervisor                     | n/a       | ----- | n/a       | n/a            | ----- | n/a       | n/a       | ----- | n/a       | n/a                | ----- | n/a       | n/a       | ----- | n/a       | \$42,037  | ----- | \$49,982  | n/a       | ----- | n/a       | n/a            | ----- | n/a       |
| Security Patrol Officer                            | n/a       | ----- | n/a       | n/a            | ----- | n/a       | n/a       | ----- | n/a       | n/a                | ----- | n/a       | n/a       | ----- | n/a       | \$38,522  | ----- | \$45,781  | n/a       | ----- | n/a       | n/a            | ----- | n/a       |
| Security Gate Attendant Supervisor                 | n/a       | ----- | n/a       | n/a            | ----- | n/a       | n/a       | ----- | n/a       | n/a                | ----- | n/a       | n/a       | ----- | n/a       | n/a       | ----- | n/a       | n/a       | ----- | n/a       | n/a            | ----- | n/a       |
| Security Gate Attendant                            | n/a       | ----- | n/a       | n/a            | ----- | n/a       | n/a       | ----- | n/a       | n/a                | ----- | n/a       | n/a       | ----- | n/a       | n/a       | ----- | n/a       | n/a       | ----- | n/a       | n/a            | ----- | n/a       |

Eff. June 24, 2019

Eff. July 1, 2020

Eff. July 1, 2020

Eff. July 1, 2020

Eff. July 1, 2020

Eff. July 1, 2018

Eff. July 1, 2020

Eff. July 1, 2020

Regular Pay is reflected on the table. This excludes Other Pay, & Benefits



PVCSD Salary Schedule - Effective July 1, 2021 - PROPOSED

Comparable Districts

| Job Title  | hourly<br>min | PVCSD<br>Proposed | hourly<br>max | annual<br>min | PVCSD<br>Proposed | annual<br>max |
|--|---------------|-------------------|---------------|---------------|-------------------|---------------|
| General Manager                                    | \$72.12       | -----             | \$88.94       | \$150,000     | -----             | \$185,000     |
| Office Manager                                     | \$31.45       | -----             | \$38.23       | \$65,416      | -----             | \$79,518      |
| Water Quality Data Tech & Compliance Administrator | \$25.26       | -----             | \$31.58       | \$52,541      | -----             | \$65,686      |
| Administrative Assistant                           | \$25.26       | -----             | \$31.58       | \$52,541      | -----             | \$65,686      |
| Utility Department Supervisor                      | \$31.58       | -----             | \$42.55       | \$65,686      | -----             | \$88,504      |
| Water/Wastewater Worker II                         | \$24.61       | -----             | \$29.91       | \$51,181      | -----             | \$62,218      |
| Water/Wastewater Worker I                          | \$19.00       | -----             | \$24.00       | \$39,520      | -----             | \$49,920      |
| Security Department Supervisor                     | \$23.00       | -----             | \$26.50       | \$47,840      | -----             | \$55,120      |
| Security Patrol Officer                            | \$18.00       | -----             | \$23.00       | \$37,440      | -----             | \$47,840      |
| Security Gate Attendant Supervisor                 | \$16.00       | -----             | \$18.00       | \$33,280      | -----             | \$37,440      |
| Security Gate Attendant                            | \$15.50       | -----             | \$15.50       | \$32,240      | -----             | \$32,240      |

Regular Pay is reflected on the table. This excludes Other Pay, & Benefits

| Pauma Valley CSD Capital Expenditure Plan Updated: 3/24/2021 |           |           |           |           |           |           | FY2020-21 | Proposed  |           |           |           |           |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | FY2014-15 | FY2015-16 | FY2016-17 | FY2017-18 | FY2018-19 | FY2019-20 | Approved  | FY2021-22 | FY2022-23 | FY2023-24 | FY2024-25 | FY2025-26 |
| <b>FACILITY</b>  |           |           |           |           |           |           |           |           |           |           |           |           |
| Solar System   |           |           |           |           |           |           |           | TBD       |           |           |           |           |
| Charging Stations & 400Amp Service Upgrades                  |           |           |           |           |           |           |           | \$50,000  |           |           |           |           |
| Sewer Line Jetting System                                    |           |           |           |           |           |           |           | TBD       |           |           |           |           |
| Oak Tree Lift Station Mods                                   |           |           |           |           |           |           | \$30,000  |           |           |           |           |           |
| Oak Tree Generator   |           |           |           |           |           |           |           | \$1,500   |           |           |           |           |
| <b>SECURITY</b>  |           |           |           |           |           |           |           |           |           |           |           |           |
| Security Vehicle Unit 1, Light Bar and Graphics              |           |           |           |           |           |           |           | \$60,000  |           |           |           |           |
| Security Vehicle Unit 2, Light Bar and Graphics              |           |           |           |           |           |           |           | \$60,000  |           |           |           |           |
| Computers  |           |           |           |           |           |           | \$1,000   |           |           |           |           |           |
| <b>ADMIN</b>   |           |           |           |           |           |           |           |           |           |           |           |           |
| Computer Network System                                      |           |           |           |           |           |           |           |           |           |           |           |           |
| Office Improvements  |           |           |           |           |           |           | \$5,000   | \$5,000   | \$5,000   | \$5,000   | \$5,000   | \$5,000   |
| Computers  |           |           |           |           |           |           |           |           | \$2,500   |           |           |           |
|  | actual    | actual    | actual    | actual    | actual    | actual    |           |           |           |           |           |           |
| <b>TOTALS</b>  | \$122,892 | \$249,449 | \$21,193  | \$81,886  | \$35,062  | \$0       | \$36,000  | \$176,500 | \$7,500   | \$5,000   | \$5,000   | \$5,000   |

# STAFF REPORT

**DATE:** March 29, 2021  
**TO:** Board of Directors  
**FROM:** Bobby Graziano, General Manager  
**SUBJECT:** SGMA Joint Powers Agreement

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## **BACKGROUND/ANALYSIS**

In 2017, the District entered into a Memorandum of Understanding: Development of a Groundwater Sustainability Plan for the San Luis Rey Groundwater Basin with the Upper San Luis Rey Resource Conservation District (RCD), Yuima Municipal Water District (Yuima MWD) and the County of San Diego (the "MOU"). Later, the County withdrew from the MOU. In 2020, the District, RCD and Yuima MWD entered into Amendment 1 to the MOU.

Under Section X(1)(a) of the MOU, the parties contemplated that the MOU would be replaced by the creation of a joint powers authority. The Joint Powers Agreement carries forward this direction.

If approved, the JPA Agreement would form a new public entity to serve as the groundwater sustainability agency for the Upper San Luis Rey groundwater subbasin. The Member Agencies forming the USLRGMA will be PVCSD, RCD, Yuima MWD and Pauma Municipal Water District.

The USLRGMA would hold powers granted to groundwater sustainability agencies under the Sustainable Groundwater Management Act (SGMA) and be in charge of formally approving the final groundwater sustainability plan (GSP) for the Subbasin.

The Board of Directors of the USLRGMA would be comprised of

- One member appointed by the Board of the PVCSD—either an Board member of employee of CSD
- One member of Rancho Pauma Mutual Water Company appointed by the PVCSD Board
- Two appointees from Yuima MWD
- Two appointees from the RCD
- Two appointees from Pauma Municipal Water District
- Two appointees of the San Luis Rey Indian Water Authority, subject to the Authority making such appointments
- One at Large Director representing the private pumping community, being either a local landowner or the Executive Director of the San Diego County Farm Bureau

A 2/3 super-majority vote of USLRGMA Board members present would be required for certain items to be approved, including annual budgets, the levying of fees, adoptions of rules, approval of the GSP, and any decision to curtail groundwater pumping.

Yuima MWD would be designated Administrator of the USLRGMA until the requirements of all existing grants have been fulfilled. Thereafter, the USLRGMA Board could appoint a different Administrator or ask Yuima MWD to continue in that role.

Costs of administering the USLRGMA will be borne by the Member Agencies, as described in the JPA Agreement, with the expectation that a long-term funding plan will be developed with 12 months of USLRGMA formation to address reimbursement of Member agency costs as well as going forward costs of the USLRGMA. Yuima MWD expenditures on SGMA issues not otherwise covered by existing grant funding incurred since July 2019 would be subject to immediate reimbursement by the Member Agencies.

The USLRGMA would indemnify and hold harmless the Member Agencies to the fullest extent allowed by law. The debts, liabilities and obligations of USLRGMA would remain with the USLRGMA, and not become those of the individual Members of the USLRGMA.

Any Member may withdraw from the USLRGMA upon 90 days' notice.

**JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE UPPER SAN LUIS REY GROUNDWATER MANAGEMENT  
AUTHORITY (USLRGMA)**

THIS AGREEMENT is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“JPA Act”) by and among the Members listed in Exhibit A attached hereto and incorporated herein.

**RECITALS**

A. WHEREAS, on August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act,” or “SGMA.” Governor Brown signed the legislation on September 16, 2014, and it became effective on January 1, 2015; and

B. WHEREAS, on June 27, 2017, the Parties to that agreement entitled the Memorandum of Understanding for Development of a Groundwater Sustainability Plan for the San Luis Rey Valley Groundwater Basin (“2017 MOU”) approved the 2017 MOU and agreed to work together cooperatively in order to facilitate the preparation of a groundwater sustainability plan (“GSP”) per the timelines and in accordance with the requirements of SGMA; and

C. WHEREAS, the 2017 MOU was submitted to the California Department of Water Resources (“DWR”) and was subsequently accepted by DWR as creating a Groundwater Sustainability Agency (“GSA”) for the Pauma Valley Subbasin of the San Luis Rey Valley Groundwater Basin (“SLR Basin” or “Basin”), which GSA would be managed by the Parties according to the 2017 MOU; and

D. WHEREAS, the County of San Diego (“County”) was initially assigned the lead role in preparing the GSP per the 2017 MOU with primary responsibility for developing and obtaining approval of the GSP on or before the January 31, 2022; and

E. WHEREAS, in September 2019, the Governor signed SB 779, which divided the SLR Basin into an upper and lower subbasin divided at the east line of Range 3 West, San Bernardino Meridian. The portion of the SLR Basin to the west of the dividing line is now known as the Lower San Luis Rey Valley Groundwater Subbasin, and the portion of the SLR Basin to the east of the dividing line is now known as the Upper San Luis Rey Valley Groundwater Subbasin (hereinafter, the “Subbasin”); and

F. WHEREAS, DWR has indicated that the 2017 MOU is currently the operative GSA governance document for the portions of the Subbasin described in the 2017 MOU; and

G. WHEREAS, the County formally withdrew from the 2017 MOU on November 18, 2018 and communicated such withdrawal to DWR per SGMA on January 23, 2019; and

H. WHEREAS, on May 1, 2020, DWR determined that the Lower San Luis Rey Valley Groundwater Subbasin is a very low priority basin because of a prior determination by the

State Water Resources Control Board (“SWRCB”) that the portions of the SLR Basin below Frey Creek are a subterranean stream and therefore directly managed by the SWRCB under its water rights permitting authority; and

I. WHEREAS, on May 1, 2020, DWR confirmed that the Subbasin continues to be a medium priority groundwater basin that must develop and submit for DWR approval a GSP on or before January 31, 2022 and achieve sustainable groundwater management within the Subbasin on or before 2042.

J. WHEREAS, the 2017 MOU allows for the remaining parties to the MOU to continue functioning as a GSA and to develop a GSP for the SLR Basin after the withdrawal of one or more parties to the MOU, and further states that the withdrawal of a Party to the 2017 MOU shall not affect the binding nature of the MOU nor rights/obligations of the other Parties to the 2017 MOU; and

K. WHEREAS, the 2017 MOU provides that it may be amended by written instrument duly signed and executed by all Parties, and Section X.1 of the 2017 MOU states that the Parties to the MOU will consider amending the 2017 MOU to form a Joint Powers Authority before the GSP is submitted to DWR in January 2022; and

L. WHEREAS, the remaining Parties to the 2017 MOU after the County’s withdrawal—specifically Yuima Municipal Water District (“Yuima”), Pauma Valley Community Services District, and the Upper San Luis Rey Resource Conservation District—amended the 2017 MOU in or about June 2020 to, among other things, reorganize and reconstitute the Executive Team of the GSA, and designate Yuima as taking the lead role in contracting for, and managing, the development of a GSP for the Subbasin; and

M. WHEREAS, Yuima, with the concurrence of the Executive Team, awarded a contract for GSP preparation in July 2020, thereby facilitating outreach to a wide array of Subbasin stakeholders regarding the SGMA and GSP development process, and resulting in substantial feedback to Yuima and the other Parties to the 2017 MOU; and

N. WHEREAS, after receiving feedback from interested persons within the Subbasin, the Parties to the 2017 MOU determined that sustainable and equitable groundwater management decisions within the Subbasin can best be accomplished by changing the governance structure of the GSA to that of a joint powers authority (“JPA”) and allowing other eligible SGMA “local agencies” to become Members of an Authority that, after formation and compliance with SGMA notification procedures, will replace the GSA governance structure established under the 2017 MOU and thereafter serve as the GSA for the Subbasin; and

O. WHEREAS, each of the Members listed in Exhibit “A” is individually authorized and eligible to become a GSA per SGMA; and

P. WHEREAS, the Members desire, through this Agreement, to form the Upper San Luis Rey Groundwater Management Authority (“USLRGMA” or “Authority”), a JPA and separate legal entity, for the purpose of, among other things, serving as the GSA for the Subbasin and

Q. WHEREAS, the mission of the Authority is to provide a dynamic, cost-effective, flexible and collegial organization to ensure compliance with SGMA within the Subbasin; and

R. WHEREAS, the Authority will serve a coordinating, administrative and implementing role in order to provide for sustainable groundwater management of the Subbasin. Each of the Members will coordinate with the Authority to carry out the finally approved Groundwater Sustainability Plan, within each of their respective jurisdictional areas; and

S. WHEREAS, this Agreement shall form the Authority, which shall be the GSA for purposes of carrying out SGMA in the Subbasin, and which shall have such other powers as designated herein and those set forth in SGMA, except as expressly described herein.

**THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:**

## **ARTICLE 1 DEFINITIONS**

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- (a) “Agreement” shall mean this Joint Exercise of Powers Agreement Establishing the Upper San Luis Rey Groundwater Management Authority.
- (b) “At Large Directors” shall mean the individual Director of the Authority Board who are appointed pursuant to Section 4.1, below.
- (c) “Authority” shall mean the Upper San Luis Rey Groundwater Management Authority established by this Agreement.
- (d) “Board of Directors” or “Board” shall mean the governing body formed to implement this Agreement as established herein, and “Director” or “Directors” shall mean the individuals appointed to the Board per Section 4.1.
- (e) “DWR” shall mean the California Department of Water Resources.
- (f) “Effective Date” shall be the date when this Agreement is approved and executed by all Members.
- (g) “Groundwater Sustainability Agency” or “GSA” shall have the definition set forth in SGMA, as applied to the Subbasin.
- (h) “Groundwater Sustainability Plan” or “GSP” shall have the definition set forth in SGMA.
- (i) “JPA Act” shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.*

- (j) “Member” shall mean any of the signatories to this Agreement, and “Members” shall mean all of the signatories to this Agreement, collectively. Each of the Members to the Agreement, as listed in Exhibit “A,” is authorized to individually become a Groundwater Sustainability Agency per SGMA within its respective service area.
- (k) “Subbasin” shall mean, for purpose of this Agreement, the Upper San Luis Rey Valley Groundwater Subbasin identified as that portion of the Basin east of the east line of the western boundary of Section 6, Range 2 West, Township 10 South, San Bernardino Meridian, as such Subbasin boundaries may be modified from time to time in accordance with Water Code section 10722.2. The Subbasin is depicted in Exhibit B.
- (l) “SGMA” shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended from time to time.

## **ARTICLE 2 ORGANIZING PRINCIPLES**

2.1 The Members and the other entities and individuals participating in Authority governance intend to work together in mutual cooperation to develop and implement a GSP for the Subbasin in compliance with SGMA. The Members expressly acknowledge and agree that this Agreement shall replace the 2017 MOU, and upon DWR acceptance of the USLRGMA as the GSA for the Subbasin, including the completion of any DWR review period and required submissions, the Authority shall supplant and replace the GSA previously recognized by DWR as the GSA for the Subbasin.

2.2 The Members intend through this Agreement to take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP. As appropriate, the Authority shall cooperate with neighboring groundwater basins and neighboring GSAs to efficiently implement SGMA in the Subbasin.

2.3 The Members intend through this Agreement to form the Authority, elect for the Authority to serve as the GSA for the Subbasin, and authorize the Authority to make any and all necessary filings with DWR for the Authority to become the GSA for the Subbasin prior to submission of the GSP for the Subbasin to DWR.

2.4 The Members intend through this Agreement that the Authority shall take such actions as are necessary to ensure the Authority satisfies all requirements and conditions of any grants applicable to the development of a GSP for the Subbasin. Existing grants and grant funding are anticipated to be transferred from Yuima to the Authority provided such transfers are authorized by law and are approved by the Grantors, and the Boards of both the Authority and Yuima,



2.5 The Members intend through this Agreement to work collaboratively with all stakeholders within the Subbasin, and in particular to conduct the activities of the USLRGMA with regard to Tribal entities in the Subbasin in such a manner that ensures federal reserved water rights are fully respected within the Subbasin.

### **ARTICLE 3 FORMATION, PURPOSE AND POWERS**

3.1 **Recitals.** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3.

3.3 **Creation of the Authority.** Pursuant to the JPA Act, the Members hereby form and establish the Authority, a public entity separate and apart from its Members, which is to be known hereafter as the “Upper San Luis Rey Groundwater Management Authority,” the “Authority”, or “USLRGMA.”

3.4 **Election for Authority to Serve as GSA.** Upon its formation pursuant to this Agreement, and the completion of all required findings and the satisfaction of any required DWR notice periods, the Authority shall serve as the GSA for the Subbasin and shall make any and all necessary filings required to formalize the JPA formation process and to replace the GSA created by the 2017 MOU as the new GSA for the Subbasin. In approving this Agreement and electing for the Authority to serve as the GSA for the Subbasin, Members shall comply with Water Code section 10723(b) to the extent applicable, including making any applicable public notice and hearing requirements.

3.5 **Purposes of the Authority.** The purposes of the Authority include, but are not limited to:

- (a) Provide for the joint exercise of powers of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);
- (b) Cooperatively carry out the purposes of SGMA, including the engagement of stakeholders and members of the public as required by Water Code sections 10723.2, 10723.4, and 10727.8;
- (c) Become and serve as the GSA for purposes of management of the Subbasin in accordance with SGMA;
- (d) Develop, adopt, implement, and enforce a legally sufficient GSP for the Subbasin, subject to the limitations set forth in this Agreement.

- (e) Take such other actions as are required to ensure sustainable groundwater management within the Subbasin consistent with the regulations and timeframes established by SGMA.

3.6 **Powers of the Authority.** To the extent authorized by the Members through the Board of Directors, and subject to the limitations set forth in this Agreement, the Authority shall have and may exercise any and all powers commonly held by the Members, and any and all additional powers granted by SGMA to GSAs. Amendments to SGMA by the California Legislature, and the resulting modification powers of the Authority, shall not constitute an amendment of this Agreement.

3.7 **Designation.** Pursuant to Government Code section 6509, the above powers are subject to the restrictions upon the manner of exercising said powers set forth in the Municipal Water District Act, Water Code Section 71000 et seq.

3.8 **Powers Reserved to Members.** Each of the Members reserves the right, in its discretion, to:

- (a) Maximize input to the Plan chapter or section of the GSP adopted by the Authority as applicable within the Member's boundaries;
- (b) Subject to applicable limitations in this Agreement or SGMA, implement GSP actions adopted by the Authority within the Member's boundaries;
- (c) Nothing set forth in this Agreement is intended to impede or abrogate the powers of any Member, including but not limited to the Member's police power or land use authority, if any;
- (d) Each Member shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Member shall be under the control of or shall be deemed to control any other Member. No Member shall be precluded from independently pursuing any of the activities contemplated in this Agreement, providing such activities do not preclude other members or the Authority from complying with the requirements of SGMA or the GSP. No Member shall be the agent or have the right or power to bind any other Member without such Member's express written consent, except as expressly provided in this Agreement.

3.9 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Section 6.4 of this Agreement.

3.10 **Boundaries of the Authority.** The geographic boundaries of the Authority are depicted in Exhibit B, as may be modified from time to time by way of changes to the geographic boundaries of the Members or the Subbasin.

3.11 **Role of Members.** Each Member agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement,

including actions specifically required by this Agreement. The support of each Member is important to the success of the Authority.

**3.12 Other Officers and Employees.** Upon the requisite vote of the Board of Directors, the Authority may, among other things:

- (a) Engage one or more Members, Authority employees, or third parties, to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager of the Authority is appointed, and consistent with this Section 3.12(a), the manager of the Authority shall at all times maintain exclusive control over any employees of or contractors of the Authority, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals of Authority employees;
- (b) Employ or contract for competent consultants to investigate, and to carefully devise a plan or plans, to carry out and fulfill the objects and purposes of SGMA, including but not limited to timely completing a GSP;
- (c) Employ one or more persons to serve in such positions as may be approved by the Board of Directors.

#### **ARTICLE 4 GOVERNANCE**

**4.1 Board of Directors.** The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows:

- One board member or employee of the Pauma Valley Community Services District (“PVCSD”) appointed to the JPA Board by the PVCSD Board of Directors;
- One board member of the Rancho Pauma Mutual Water Company (“RPMWC”) who shall be appointed to the JPA Board by the PVCSD Board of Directors and serve as a representative of PVCSD to the Authority Board;
- Two board members or employees of the Yuima Municipal Water District, appointed by the Yuima Municipal Water District Board of Directors;
- Two board members or employees of the Upper San Luis Rey Resource Conservation District, appointed by the Upper San Luis Rey Resource Conservation District Board of Directors;
- Two board members, or other designees of the Pauma Municipal Water District (“PMWD”), who own land within PMWD, appointed by the PMWD Board of Directors;

- Two Directors, nominated by the San Luis Rey Indian Water Authority (“SLRIWA”) who are either a member of the SLRIWA Board of Directors or an employee of the SLRIWA;
- One At Large Director representing the private pumping community. The Authority may, but is not required to, elect to accept nominations and fill this seat at the Authority’s first Board meeting or at a subsequent meeting of the Board. The At Large Director shall be either the current Executive Director of the San Diego County Farm Bureau, or a landowner who farms land overlying the Subbasin using groundwater that the landowner pumps from the Subbasin.

4.1.1 As to the At Large Director: Upon the affirmative vote of two thirds of the Directors appointed by the Members to appoint an At-Large Director, such At-Large Director shall be seated on the Authority Board as a voting Director of the Authority Board. An At-Large Director so appointed shall remain on the Board until such time as the at large Director resigns, or two thirds of the other Directors vote to replace the at large Director. Any vacancies in At-Large Director seats shall be re-filled, should the Board desire to refill the vacancy, by way of the same process used to fill the seat originally. At-Large Director seats may remain unfilled, in the discretion the Authority Board of Directors.

4.1.2 SLRIWA Directors: Directors appointed by SLRIWA, should SLRIWA decide to participate in the governance of the Authority and appoint Directors to the Board, shall be deemed voting Directors of the Authority upon receipt by the Authority of a letter of appointment of the Director from SLRIWA, SLRIWA Directors so appointed per this Section shall remain voting Directors on the Board of the Authority until they resign, are unable to continue participating on the Board by reason of death, disability or other legal disqualification, or are otherwise replaced by SLRIWA in its sole discretion.

4.1.3 Modifications to the Board: The composition of the Board of Directors may be modified from time to time to reflect the withdrawal or termination of any Member, or the admission of any new Member to the Authority, subject to the procedures provided herein, including, but not limited to, that Members be local agencies eligible under SGMA to serve as a GSA within the Subbasin.

4.1.4 Alternates to Board Directors: Each Member, and the SLRIWA, may appoint one Alternate director to the Board. Alternates shall be identified to the Board at the same time as Board appointments, and any modifications to a Member’s alternate shall be identified as soon as practicable after such modification has been made. An Alternate may vote, with one vote, on all matters before the Authority in the absence of the appointed Board Director(s), and Alternates may attend JPA meetings but may not vote when the primary representative(s) is/are in attendance. Each alternate shall be informed of the business of the Authority and the actions to be taken when acting on behalf of a Board member. The Board may in the future adopt additional procedures for the qualification and appointment of alternate Directors. There shall be no alternates for any At-Large Director. Alternate Directors shall not be permitted to attend Authority closed sessions unless the regular Director is absent.

4.1.5 **FPPC Requirements:** Per applicable law, all Directors of the Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700) and comply with all other applicable FPPC requirements.

4.2 **Term of Directors.** Each Director and alternate to each Director, will serve at the pleasure of its appointing authority, which shall have the authority to appoint and remove its appointees in its sole and absolute discretion, subject to the limitations of Section 4.1. Provided, however, that the private pumper representative Director shall be subject to appointment and removal by the two thirds vote of the Authority Board. Each appointing entity shall notify the Authority in writing of its designated Director(s) and alternate upon the replacement of an existing Director by the Member.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, and a secretary, and shall appoint a “Treasurer” as provided in Section 5.7. The chairperson and vice-chairperson shall be Directors of the Board and the secretary and Treasurer may, but need not, be Directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board.

4.4 **Powers and Limitations.** All the powers and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Members as set forth in this Agreement, and those powers and authorities that the Board may choose to delegate to Authority management.

4.5 **Quorum.** A majority of the Board of Directors will constitute a quorum for the purpose of conducting business, unless there is an even number of Directors on the Board of Directors, in which case a quorum may be established with half plus one the Boardmembers. Should SLRIWA choose not to appoint Directors to the Authority Board, then the total number of Directors required to establish quorum shall be five. Should SLRIWA appoint Directors to the Board, then quorum will be met when six Directors are present.

4.6 **Voting.** Except as to actions identified in Section 4.7, the Board of Directors will conduct all business by vote of a majority of the Directors present, if a quorum shall be established, and each Director shall have one (1) vote.

- (a) At the first Board meeting following the two-year anniversary of the Effective Date of this Agreement, the Board of Directors shall consider whether to recommend that the voting structure described in this Section 4.6 be modified in any respect.
- (b) If the Board of Directors recommends such modification, the governing body of each Member shall consider the recommended modification(s) and shall report back to the Board of Directors regarding the Member’s position thereon. Modification of the voting structure shall require a unanimous vote of the Members.

4.7 **Supermajority Vote Requirement for Certain Actions.** To be approved, the following actions will require a two-thirds (2/3) vote of the Directors in attendance, but in no event less than five affirmative votes:

- (a) Approval of the Authority’s annual budget and amendments to the annual budget, consistent with Article 5;
- (b) Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;
- (c) Decisions concerning property acquisition and ownership;
- (d) Decisions related to the expenditure or reimbursement of funds by the Authority beyond expenditures approved in the Authority’s annual budget, and concerning contracts exceeding monetary thresholds previously determined by the Board;
- (e) Issuance of bonds or other indebtedness;
- (f) Adoption of Authority rules, regulations, policies, ordinances, bylaws and procedures, and any amendments thereto;
- (g) Decisions related to the establishment of the Members’ funding obligations for payment of the Authority’s operating and administrative costs as provided in Section 5.1;
- (h) Adoption/approval of a GSP and any amendments or modifications of a GSP;
- (i) Decisions related to Subbasin boundary adjustments;
- (j) Adoption of procedures for the appointment of Officers, At-Large Directors, and alternate Board members, and for the voting rights of such alternates;
- (k) Involuntary removal of any Member pursuant to Section 6.2.
- (l) Any decision that seeks to enforce the involuntary curtailment of water use by any groundwater user within the Subbasin.
- (m) Initiation or defense of litigation or claims against the Authority.
- (n) Such other decisions requiring a 2/3 vote per other sections of this Agreement.

4.8 **Meetings.** The Board shall provide for regular, special and adjourned meetings in accordance with Chapter 9, Division 2, Title 5 of the Government Code of the State of California (the “Ralph M. Brown Act” commencing at section 54950), and any subsequent amendments of those provisions.

4.9 **Rules, Regulations, By-Laws and Ordinances.** The Board may adopt rules, regulations, by-laws and ordinances to supplement this Agreement and to provide for the effective

and efficient administration of the Authority. In the event of conflict between this Agreement and any rule, regulation, by-law, or ordinance, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate Yuima to serve as Administrator of, and keeper of records for, the Authority until all grant obligations of existing grants (DACI and SGMP) have been fulfilled. At that time, the Members can then appoint another Administrator if they so desire. All designated /appointed Administrators shall be reimbursed reasonable operating and administrative costs by the Authority for serving as Administrator of the Authority. Reasonable costs shall include, but are not limited to, staff time associated with administrative tasks not covered by grants, staff time spent applying for, arranging and securing all funding mechanisms, any consulting or legal fees associated with applying for, arranging and securing all funding mechanisms, any legal fees associated with the conducting of regular JPA business, staff time and costs required to perform all GSP implementation responsibilities prior to the establishment of permanent funding mechanisms. These responsibilities could include, but are not limited to, installation of devices to monitor well production, required state reporting, required water quality monitoring costs, and staff time spent performing the above referenced tasks. All reimbursement requests shall be accompanied by backup documentation such as staff time sheets, staff hourly reimbursement calculation nexus and copies of vendor invoices.

## **ARTICLE 5 FINANCIAL PROVISIONS**

5.1 **Funding, Initial Contributions and Expenses.** Upon execution of this Agreement, and for a period not to exceed two years after the close of the current grants, or when an adoption of an alternative funding plan is approved and implemented by the Board, whichever comes later, the Members agree to share the operating and administrative costs of operating the Authority in accordance with the percentages set forth in Exhibit C hereto. Each Member will make quarterly payments of its share of the operating and administrative costs of the Authority, within 30 days of receiving an invoice, therefore. Members shall make payments as required in Exhibit C within the timeframes set forth therein. Each Member will be solely responsible for identifying and allocating funds for payment of the Member's share of operating and administrative costs. The obligation of each Member to make payments under the terms and provision of this Agreement is an individual and separate obligation of the Member and not a joint obligation with those of the other Members. Unless otherwise limited by law, the Authority is authorized to apply a 8% late penalty, on a quarterly basis, against any outstanding balance a Member fails to pay for its initial costs indicated in 5.2 and their share of ongoing operating and administrative costs within 30 days of invoice. Additionally, the Authority is authorized, upon a majority vote of its Board, to initiate legal action against any Member that fails to timely pay for its share of operating and administrative costs. The withdrawal of a Member shall not relieve the withdrawing Member of any funding obligations incurred prior to that Member's withdrawal.

5.2 The Members acknowledge that prior to execution of this Agreement, Yuima has absorbed the costs associated with developing the GSP and otherwise administering the GSA. Initial cost share allocated between the members shall therefore include all expenditures for Yuima to implement and administer the SGMA process and preparation/submittal of a complete GSP, including payment of required grant match and all other associated non-reimbursed SGMA related costs ("Initial Costs") incurred between July 2019 and extending to the date the Long-Term

Funding Plan takes effect (“the Initial Period”). The payment obligation of each member for Initial Costs during the Initial Period, other than USLRRCD, will be determined by subtracting out \$25,000 (for payment by USLRRCD) and then dividing all remaining Initial Costs among the members based upon the number of directors each member is authorized to appoint to the Board (e.g., PMWD, Yuima, and PVCSD will each pay 1/3 of the remaining Initial Costs). Each member shall submit its proportional share of Initial Costs to Yuima within 30 days of the execution of this Agreement, and each member shall be invoiced quarterly by Yuima thereafter,

**5.3 Funding Plan; Long-Term Funding.** Upon the formation of the Authority, the Board of Directors shall work diligently on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative costs of the Authority. The long-term funding plan shall supersede and replace the initial funding plan described in Section 5.1 above at the earliest possible date. The Members intend that the long-term funding plan, if reasonably practicable, shall be completed within twelve months following the Effective Date, with implementation beginning within six months after adoption of the long-term funding plan.

- (a) The long-term funding plan shall include provision for reimbursement or offset of the Members’ initial funding contributions, including Members’ reasonable expenses incurred on SGMA issues pursuant to Section 5.1 above, provided such reimbursement is authorized bylaw.
- (b) If a long-term funding plan is unlikely to be adopted and implemented within two years of this Agreement, the Board shall meet and confer with representatives of the Members to determine how to fund the activities of the Authority beyond the initial two years, or to take other appropriate action including but not limited to, termination of the Authority and/or transfer of applicable GSA obligations to one or more Members.

**5.4 Indemnification.** Members, Directors, officers, agents and employees of the Authority, if any, shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. To the fullest extent permitted by law, the Authority shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and Directors, from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Authority or its Board, officers, employees or agents under this Agreement, up to the amount of the insurance carried by the Authority. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement. However, to the extent that a claim for indemnification is made, and the liability associated with such request exceeds the insurance limits carried by the Authority, there shall be no obligation on the part of the Authority to make additional assessments against the other Members of the Authority in order to indemnify a Member that has tendered a claim for indemnification.

- (a) The Authority shall be required to obtain insurance or join a self-insurance program in which one or more of the Members participate, appropriate for its operations, and to fulfill the indemnification obligations imposed by Section 5.3. Any and all insurance coverages provided by the Authority,



and/or any self-insurance programs joined by the Authority, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Authority in its ordinary course of business. The Authority shall also require all of its contractors and subcontractors to have insurance appropriate for their operations and to name the Authority, At-Large Directors, and Members as additional insureds.

**5.5 Repayment of Funds.** Unless the Board determines otherwise, no refund or repayment of the initial commitment of funds specified in Section 5.1 will be made to a Member ceasing to be a Member of this Agreement whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Authority and withdrawing Member.

**5.6 Budget.** The Authority's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than March 1 for the next fiscal year.

- (a) The budget of the Authority shall be approved by a two thirds vote of the Board; provided, however, that until a new budget is approved, the Board shall be deemed to have extended, and the Authority shall continue to operate using (and invoicing the Members accordingly), the budget most recently approved by the Board, as adjusted for inflation utilizing the consumer price index for the Los Angeles Metropolitan Statistical Area.
- (b) Each Member hereby agrees to include and approve in its annual budget amounts estimated to be sufficient to pay the Member's full share of budgeted expenses within thirty days of invoice by the Authority.
- (c) A copy of the adopted budget shall be submitted to the County Auditor-Controller for inclusion in the financial system.

**5.7 Alternate Funding Sources.** The Board may, and is encouraged to obtain federal, state and local grant funding to offset the costs to the Authority of complying with SGMA, including but not limited to implementing the GSP. The Members acknowledge and agree that following execution of this Agreement by all Members, the grant awards previously made to Member Yuima from (i) the State of California Department of Water Resources through San Diego County Water Authority IRWM Disadvantaged Community Involvement Grant Program to Yuima for Project No. 4-80057, and (ii) the State of California Department of Water Resources Sustainable Groundwater Program to Yuima for Project No. 3 San Luis Rey Groundwater Sustainability Plan, and (iii) the County of San Diego's agreement to contribute \$150,000 towards the preparation of a GSP for the Subbasin, shall be transferred forthwith from Yuima to the

Authority for administration if the Authority Board so directs by a 2/3 vote, and such transfer is otherwise allowed by DWR and/or other pertinent legal authority.

5.8 **Depository, Treasurer, Auditor and Controller.** The Treasurer of the Authority shall initially be the Administrator of the Authority. Thereafter, the Treasurer shall be appointed by the Board consistent with Government Code Sections 6505-6505.6. and said Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Authority shall be held in a separate account in the name of the Authority and not commingled with any other funds of any Member, or any other person or entity. In accordance with California Government Code sections 6505 and 6505.5, the Treasurer shall draw checks or warrants, requiring two signatures, to pay demands against the Authority when the demands have been approved by any person authorized to so approve under this Agreement, provided sufficient funds are available. Subject to the voting requirements in Article 4.7, the Board may elect to appoint a different Treasurer or person to serve as Auditor and Controller, provided such appointment is subject to the requirements of Government Code sections 6505 and 6505.5.

5.9 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of the treasurer or any officer so authorized by the Board. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

5.10 **No Member Liability.** As provided by Government Code Section 6508.1, and unless otherwise required by law, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority only, and not of the constituent Members of the Authority.

## **ARTICLE 6 CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION**

6.1 **Addition to Membership.** Any local agency within the Subbasin that is qualified to be a GSA pursuant to Water Code section 10723, and which was not a Member of the Authority at the time of the Effective Date, is eligible to become a Member of the Authority subject to the requirements in this Article 6 and any other requirements established by the Authority Board, upon the unanimous approval of the Members. A prospective new member's application to become a member of the Authority must demonstrate all of the following:

- (a) The local agency is qualified to be a GSA under the applicable requirements of Water Code section 10723;
- (b) The local agency agrees to become a Member of and signatory to this Agreement, and become subject to all requirements, rights and obligations of this Agreement;

- (c) The local agency agrees to contribute a proportionate share of the costs of the Authority, as reasonably determined by the Board of the Authority. Such costs may include, at the discretion of the Board, reasonable reimbursement for costs incurred in the formation and early implementation of the Authority pursuant to Article 5.1 and the Funding Plan.

The Board's vote to add a new Member will serve as an addendum to this Agreement, and to Exhibit A, and shall ratify the admission of the new Member to the Authority. Such addendum does not constitute an Amendment of this Agreement, nor does it require separate approval of this Agreement by the Members. Upon written confirmation by the Board of the new membership, such new Member may appoint a Board member and alternate as provided in Article 4 and shall be entitled to participate in the Authority as provided herein.

**6.2 Noncompliance; Involuntary Removal.** In the event any Member (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Authority or the preparation or implementation of the GSP, such Member shall be subject to the provisions for involuntary removal of a Member set forth in this Section 6.3. Such actions may include, for example and without limitation, failure to pay its agreed upon contributions when due; refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to implement measures as may be required of the Member by the GSP, or which the Member has authority to impose on landowners and pumpers within the Member's jurisdiction. Involuntary removal may only be exercised by the Board after participating in a meet and confer process regarding the proposed involuntary removal and otherwise pursuing other reasonable efforts to resolve the Member's non-compliance, including third party neutral dispute resolution processes if appropriate as provided in Section 8.6. In the event of the involuntary removal of a Member the removed Member shall remain fully responsible for its proportionate share of all liabilities incurred by the Authority prior to the effective date of the removal.

**6.3 Withdrawal of Members.** A Member may, in its sole discretion, unilaterally withdraw from the Authority, effective ninety (90) days after receipt of written notice to the Authority, provided that the withdrawal will not deprive the Authority of its ability to manage the Subbasin in accordance with the requirements of SGMA or any approved GSP. The withdrawing Member will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority up until the effective date of the Member's withdrawal. In the event the withdrawing Member has any rights in any property or has incurred obligations to the Authority, the Member may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member. Upon withdrawal of any Member, the Authority shall continue to exist until such time as all remaining Members decide otherwise.

**6.4 Termination.** This Agreement may be terminated, and the Authority dissolved by a unanimous vote of the Directors representing the Members. However, in the event of termination, each of the Members will remain responsible for its proportionate share of any obligation or liability duly incurred by the Authority, in accordance with Article 5. Nothing in this

Article will prevent a Member from withdrawing from this Agreement and the Authority as provided for in this Agreement, or from entering into other joint exercise of power agreements.

**6.5 Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Authority shall be transferred to the Authority's successor, provided that a public entity will succeed the Authority or, in the event that there is no successor public entity, to the Members in proportion to the contributions made by each Member. If the successor public entity will not assume all of the Authority's assets, the Board shall distribute the Authority's assets between the successor entity and the Members in proportion to any obligation required by Article 5.

**6.6 Use of Data.** Upon withdrawal, any Member shall be entitled to use any data or other information owned and/or controlled by the Authority during its time as a Member. Further, should a Member withdraw from the Authority after adoption of the GSP by the Authority, it shall be entitled to utilize the GSP for implementation of SGMA within its boundaries to the extent otherwise authorized by SGMA in a manner that does not prevent the other Members from complying with SGMA.

## **ARTICLE 7 PROJECTS AND MANAGEMENT ACTIONS**

**7.1 Special Project Agreements.** Members may enter into special project agreements amongst themselves and with the Authority to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of particular Members. Special project agreements must be in writing and documentation must be provided to each of the Members to this Agreement. No special project agreement undertaken pursuant to this Section 7.1 shall conflict with the terms of this Agreement or the GSP.

**7.2 Special Project Expenses.** Members that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of the Authority or any other Members to this Agreement not participating in the special project. All special project expenses shall be paid by the parties to the respective special project agreements.

**7.2.1 Indemnification of Other Members; Special Projects.** Members participating in special project agreements, if the Authority is a party to such agreement, shall hold each of the other Members who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members participating in special project agreements shall be the same as specified in Section 5.3 for Members in general, except that they shall be limited to liabilities incurred for the special project.

**7.2.2 Identified Management Actions.** In the development of this Agreement certain Members have identified particular activities and strategies that should be considered by the Authority as it develops the GSP. Without predetermining how these activities and strategies will be considered and implemented, the Members hereby direct the Authority to consider the

following in the development of the GSP, without limitation: (a) Formation of management areas or other tools to address unique or particular circumstances in the Subbasin; (b) Development of water budgets and other accounting practices to facilitate sustainable groundwater management; (c) Utilization of groundwater banking concepts to maximize the use of the Subbasin for the benefit of the Members and other stakeholders in the Subbasin, consistent with SGMA's goals and objectives.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

8.1 **Amendments.** This Agreement may be amended from time to time by the unanimous vote of the Members; except as otherwise provided herein, the Authority may not amend the terms of this Agreement.

8.2 **Binding on Successors.** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without a unanimous vote by the Members. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

8.3 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery, delivered to the address or facsimile numbers of the Members listed in Exhibit A.

8.4 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

8.5 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

8.6 **Dispute Resolution.** The Board of the Authority shall develop rules and policies for third party neutral dispute resolution to resolve disputes that may arise under this Agreement.

8.6.1 Any director who initiates litigation, or who otherwise represents an entity that is involved in litigation against the Authority, shall be required to recuse him or herself from participating in any closed session discussion related to the claim or litigation, and the remaining directors may prosecute/defend such litigation in the absence of the recusing director(s).

8.7 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement are held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.8 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

8.9 **Construction and Interpretation.** This Agreement has been arrived at through negotiation, and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Member shall not apply in the construction or interpretation of this Agreement.

8.10 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

By: \_\_\_\_\_  
Pauma Valley Community Services  
District  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Yuima Municipal Water District  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Upper San Luis Rey Resource  
Conservation District  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Pauma Municipal Water District  
Title: \_\_\_\_\_

## **EXHIBIT A**

### Members

- Pauma Valley Community Services District
- Yuima Municipal Water District
- Upper San Luis Rey Resource Conservation District
- Pauma Municipal Water District



**EXHIBIT B**  
**SUBBASIN MAP**

## EXHIBIT C

### INITIAL COST SHARING PLAN

|  |              |
|--|--------------|
| Total Initial Cost Share   | TBD          |
| Less Contribution of the Upper San Luis Rey Resource Conservation District | -\$25,000.00 |
| Equals Remaining Initial Cost Share  | TBD          |
| Divided by remaining votes of Contributors *                               | 6            |
| Equals Initial Contribution per Vote                                       | TBD          |

- Remaining Contributors:
  - o Pauma Valley Community Services District 1 Vote
  - o Rancho Pauma Mutual Water District 1 Vote
  - o Pauma Municipal Water District 2 Votes
  - o Yuima Municipal Water District 2 Votes

Each member will take the per vote cost and multiply it times the number of votes they are allowed per Section 4.1 of this agreement to determine their required initial cost share contribution.

## RESOLUTION 104

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT APPROVING THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY

WHEREAS, the Sustainable Groundwater Management Act of 2014 (SGMA) was signed into law on September 16, 2014 and went into effect on January 1, 2015; and

WHEREAS, the Upper San Luis Rey Valley Groundwater Subbasin (Subbasin) has been designated by the California Department of Water Resources (DWR) as medium priority; and

WHEREAS, the District Board of Directors has previously approved the District's entry into a memorandum of understanding dated 2017, as well as related agreements, to form a groundwater sustainability agency for the Subbasin.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. The District hereby approves The Joint Exercise Of Powers Agreement Establishing The Upper San Luis Rey Groundwater Management Authority ("JPA Agreement"), a copy of which is attached hereto as **Exhibit A**.
2. Pursuant to the JPA Agreement and as authorized by SGMA, the District elects to jointly form and participate as a member of the Upper San Luis Rey Groundwater Management Authority, a joint powers authority, as described in the JPA Agreement.
3. The President of the Board of Directors or designee is authorized to execute the JPA Agreement on behalf of the District.
4. The General Manager of the District or his designee is hereby authorized and directed to coordinate with the other parties to the JPA Agreement to submit a copy of the JPA Agreement, this Resolution and other applicable information to DWR and to other recipients as may be required.
5. The District Board of Directors hereby finds and determines that the approval of this Resolution, the JPA Agreement, and formation of the GSA do not constitute projects under the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) or the State CEQA Guidelines (14 Cal. Code Regs., tit. 14, §§ 15000 et seq.) (collectively, "CEQA"). Specifically, the Board finds that, because it is only electing to approve the JPA Agreement for the Subbasin and not approving any specific projects or authorizing any further activities, neither approval of the JPA Agreement nor any attendant activities constitutes a project under State CEQA Guidelines section 15378 because there is no potential that approval of the JPA Agreement will result in either a direct physical change or reasonably foreseeable indirect

change in the environment. The Board further finds that even if approval of the JPA Agreement constitutes a project under CEQA, those actions are exempt from CEQA review pursuant to State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the actions or approvals may have a significant effect on the environment.

5. This Resolution shall take effect from after the date of its passage and adoption.

PASSED AND ADOPTED BY the Board of Directors of the Pauma Valley Community Services District, Pauma Valley, California, held on the 29th day of March, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Samuel Logan, President

ATTEST:

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Robert Graziano  
General Manager

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE UPPER SAN LUIS  
REY GROUNDWATER MANAGEMENT AUTHORITY[ATTACHED]

DRAFT